

# Terms & Conditions

## SUBSCRIPTION TERMS AND CONDITIONS

### 1. ACCEPTANCE OF SUBSCRIPTION TERMS AND CONDITIONS

1.1 These subscription terms and conditions ("Terms and Conditions") are accepted by ticking off "I have read and accept the subscription terms and conditions" in the subscription form, or by using the application or services and apply between INFOSYSTA SAL OFFSHORE or any of its group companies or licensees ("INFOSYSTA") and the customer (the "Customer"). If the Customer is a legal person, these Terms and Conditions are accepted on behalf of the Customer. This is a business to business service only and there is no intention to create a contract with any consumer, if you are a consumer and wish to use the Application then first contact us on [support@infosysta.com](mailto:support@infosysta.com)

1.2 Legal firms, audit and accounting firms, management agencies and the like may also accept these Terms and Conditions on behalf of the Customer, for example in relation to new subscriptions, and in doing so they represent that they have the necessary authority to do so and that the Customer has been duly informed of these Terms and Conditions prior to acceptance.

### 2. SUBSCRIPTION TERM AND INVOICING

2.1 The subscription becomes effective upon placement of order and continues to be in effect until terminated in accordance with these Terms and Conditions.

2.2 The first invoicing period runs from the order date for one year. After that, invoicing takes place yearly in advance, unless otherwise set out in separate agreement or terms for the specific product.

2.3 After placement of order, new customers are entitled to cancel the order free of charge within a period of 30 days (money back guarantee on License fees).

### 3. SCOPE AND USE OF SUBSCRIPTION

3.1 In accordance with these Terms and Conditions, the Customer is granted a non-exclusive limited right to use the Application and selected additional modules (collectively the "Application") which are made available online as software as a service only for the purposes described by the Application. The Customer does not acquire the Application or any copy or part and is not granted a license to implement the Application in any way other than as a software as a service.

3.2 The Customer's subscription entitles the Customer to use the Application for the number of entries, users, additional modules, etc. specified by INFOSYSTA. If the Customer needs further capacity or functionality, then upon use of any additional entries, users or modules by the Customer or upon any acceptance by INFOSYSTA of any requested increase to entries, users or modules, the subscription will be upgraded automatically and the Customer shall agree to pay the consequential increase in the subscription at the then current rates for such entries, users and modules.

3.3 The Application itself or INFOSYSTA's website may provide a list of subscription types and selected additional modules. Some functionalities, services and additional modules may be subject to separate terms and conditions, which must be accepted in addition to these Terms and Conditions before use.

3.4 Only the Customer and its advisors are entitled to use the Application, and the Application may not be used for or on behalf of any other parties or for data processing or the provision of services for other parties than the Customer. The Customer agrees to be fully responsible and liable for any third parties that are given access to the Application by the Customer or who use the Customer's log in details.

3.5 Other than as set out in 3.4, the Customer is not entitled to assign the subscription or grant access to the Application, whether in full or in part, to any third party.

3.6 The Customer shall ensure that the Application is not used in any manner which reflects adversely upon the name, reputation and/or goodwill of INFOSYSTA or in breach of any applicable laws or regulations.

### 4. PRICES AND TERMS OF PAYMENT

4.1 The terms of payment are net 15 days after invoice date.

4.2 If the subscription fee is not paid when due, reminder 1 will be sent 5 days after the invoice due date without a reminder fee. If the subscription fee remains unpaid, reminder 2 will be sent 10 days later and a reminder fee of 50 USD will be charged. If payment is not received within 10 days after reminder 2, access to the Application will be blocked. Access to the Application will be unblocked after receipt of payment, unless INFOSYSTA has already cancelled the subscription.

4.3 The Customer accepts that invoices and reminders sent by email to the email address provided by the Customer shall be deemed delivered when sent by INFOSYSTA.

4.4 The prices, rates and subscription types in force from time to time can be found on INFOSYSTA's website and may be changed at the end of each calendar quarter on one month's notice. All prices exclude VAT which might be applied at the prevailing rate in some jurisdictions.

### 5. TERMINATION

5.1 By using the Application, the Customer may terminate the subscription, or reduce the services subscribed to, each with effect from the last day of the current calendar month, quarter or year (unless otherwise stated in the description or terms and conditions applying to the specific service or module).

5.2 INFOSYSTA is entitled to terminate the subscription at the end of any calendar month, quarter or year by giving a 15 days' notice or immediately on written notice if the Customer commits a material breach of these Terms and Conditions or becomes insolvent or has a receiver or administrator appointed over its assets.

## 6. CUSTOMER DATA

6.1 As between the parties, the Customer shall own any and all data it provides to INFOSYSTA or the Application. The Application permits the Customer to export records and data held by the Application and the Customer agrees to export any and all data prior to termination of the subscription. Where the subscription expires or is terminated by the Customer, INFOSYSTA shall use reasonable commercial endeavours to permit the Customer to use the export function in the period of 30 days after such termination against service fees determined by INFOSYSTA.

6.2 INFOSYSTA reserves the right to delete Customer data 90 days after termination of the subscription regardless of the reason for termination, and INFOSYSTA is not obligated to store any Customer data after such time.

6.3 INFOSYSTA shall be entitled to store Customer data after termination in anonymised form for statistical and analytical purposes only.

6.4 INFOSYSTA may disclose Customer data to third parties and public authorities where such disclosure in INFOSYSTA's opinion is justifiable and reasonable, e.g. to avoid a loss of value, including in connection with judgments, public authority orders, the Customer's bankruptcy, death or the like.

## 7. OPERATIONAL STABILITY

7.1 INFOSYSTA strives towards the highest possible operational stability, but shall not be responsible or liable for any breakdowns or service interruptions, including interruptions caused by factors beyond INFOSYSTA's control, such as power failures, defective equipment, Internet connections, telecoms connections or the like. The Application and the service is provided "as is" and INFOSYSTA expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

7.2 In the event of an interruption of service INFOSYSTA will use reasonable commercial endeavours to restore normal operations as soon as possible.

7.3 Planned interruptions will mainly take place based on prior notifications to the Customer.

## 8. CHANGES

8.1 INFOSYSTA may update and improve the Application on a continuous basis. INFOSYSTA may also change the composition and design of the Application and services. Any such changes may be with or without notice and may affect the prior results or information uploaded to or provided by the Application.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Application and any information provided by it, other than the Customer's data, is protected by copyright and other intellectual property rights and is owned by or licensed to INFOSYSTA or any of its group companies. Any development or adaptations made to such intellectual property by Customer shall vest in INFOSYSTA. The Customer shall notify INFOSYSTA of any actual or suspected infringement of INFOSYSTA's intellectual property rights and any unauthorized use of the Application that the Customer is aware of.

9.2 No intellectual property rights are assigned to the Customer.

9.3 In relation to any and all material uploaded by the Customer and any and all Customer data, the Customer grants to INFOSYSTA, its suppliers and sub-contractors a non-exclusive worldwide irrevocable license to provide the Application and related services including marketing services to the Customer. The Customer represents and warrants that no uploaded material or Customer data will infringe third party rights or intellectual property rights and will not contain any material that is obscene, offensive, inappropriate or in breach of any applicable law.

## 10. ASSIGNMENT

10.1 INFOSYSTA is entitled to assign its rights and obligations vis-à-vis the Customer to a group company or to a third party.

10.2 The Customer accepts that INFOSYSTA is entitled to use subcontractors in all matters, including for the implementation and operation of the Application and the storage of Customer data.

## 11. INFOSYSTA'S LIABILITY

11.1 INFOSYSTA disclaims all liability and shall not be liable in contract, tort (including negligence), statutory duty, pre-contract or otherwise arising out of or in connection with these Terms and Conditions or the Application for any (a) consequential, indirect or special loss or damage; or (b) any loss of goodwill, reputation or data; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings). In each case whether advised of the possibility of such loss or damage and howsoever incurred.

11.2 INFOSYSTA is not liable for third party solutions which are available via and/or integrated with the Application. Consequently, INFOSYSTA cannot be held liable for the correctness, completeness, quality and reliability of the information or for the results which are achieved by means of such third party solutions. Moreover, INFOSYSTA cannot be held liable for the availability, security or functionality of such third party solutions, including for any damage and/or loss caused by such third party solutions. The Customer is responsible for proving that a loss or damage suffered by the Customer is not attributable to any third party solutions.

11.3 The maximum liability of INFOSYSTA in contract, tort (including negligence), statutory duty, or otherwise arising out of or in connection with the Terms and Conditions or the Application; shall, in respect of any one or more events or series of events (whether connected or unconnected) taking place within any twelve month period, be limited to the Fees paid by Customer in such period or \$50, whichever is greater.

11.4 The Customer undertakes to indemnify INFOSYSTA against any costs due to product liability loss, third party loss or other third party claims due to the Customer's use of the Application.

11.5 Nothing in this Agreement shall exclude or limit liability for death or personal injury or for fraud.

## 12. DUTY OF CONFIDENTIALITY AND DATA SECURITY

12.1 INFOSYSTA will only process Customer data in accordance with the Customer's instructions and not for its own, unauthorized purposes.

12.2 INFOSYSTA will keep confidential all of the Customer's confidential information that the Customer provides to INFOSYSTA save to where such information has come into the public domain other than by breach of this clause, or where INFOSYSTA has obtained the information from a third party without a duty of confidence or where it is required to be disclosed by a regulatory or government body or court of competent jurisdiction.

12.3 INFOSYSTA shall take all necessary technical and organisational security measures to ensure the safe and secure processing of any Customer data.

12.4 At the Customer's request INFOSYSTA will provide sufficient information to enable the Customer to ensure that the said technical and organisational measures have been taken. INFOSYSTA shall be permitted to charge the Customer for such work at its standard rates.

12.5 Where the Customer provides information, user names or passwords in relation to any third party information feed or service to INFOSYSTA, the Customer shall warrant that the provision of such information or the integration of the Application with such third party feed or service or the storage and use by INFOSYSTA of such information shall not breach the terms and conditions for such service or any other third party rights. The Customer shall indemnify and hold harmless INFOSYSTA from any and all loss, damage, cost and expense arising from breach of this clause.

## 13. CHANGE OF TERMS AND CONDITIONS

13.1 INFOSYSTA may update these Terms and Conditions from time to time. The current version of the Terms and Conditions in force from time to time are available on INFOSYSTA's website.

INFOSYSTA shall endeavour to provide reasonable notice of any changes by posting such changes on the website. Further use of the Application after any change to the Terms and Conditions shall be deemed to be acceptance of such Terms and Conditions. It is the Customer's responsibility to check the website regularly to keep updated on any changes to these Terms and Conditions.

## 14. DISPUTES

14.1 These terms and conditions shall be construed in accordance with the laws of England and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of London.

## 15. GENERAL

15.1 Relationship: Nothing in this Agreement shall be deemed to create a partnership or joint venture or contract of employment of any kind between the parties nor shall it be deemed to grant any authority not expressly set out in the Agreement or create any agency between the parties.

15.2 Entire agreement: Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them relating to the subject matter of the Agreement. Each party confirms that it has not relied upon any statement, representation or understanding that is not an express term of this Agreement and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

15.3 Waiver: No failure or delay exercise by any party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.

15.4 Rights of Third Parties: Nothing in this Agreement shall create or confer any rights or other benefits in favour of any person other than the parties to this Agreement.

15.5 Further Assurance: Each party shall at the cost and expense of the other party use all reasonable endeavours to do all such further acts and things and execute or procure the execution of all such other documents as that party may from time to time reasonably require for the purpose of giving that party the full benefit of the assets, rights and benefits to be transferred to the other party under this agreement.

15.6 Validity: These Terms and Conditions become effective as of July 20, 2012, and supersede all previous terms and conditions.

# PRIVACY POLICY FOR INFOSYSTA'S ONLINE MEDIA

## About the collection, use and protection of your personal data on INFOSYSTA's online media

When you visit INFOSYSTA's website, we automatically collect information about your visit. In other words, we monitor which pages you click on, if you've visited this website before as well as which other website or search engine you came from.

The information we collect from your visit cannot in any way be used to identify you personally. We use this information to monitor general tendencies in online user behaviour.

In the following, you can read about how we collect information from your visit to our websites, why we do it and how your data is protected.

## Automatically collected data

When you visit INFOSYSTA's website, we automatically collect data about your visit. This includes: the page you entered first, whether you have visited this website before, the duration of your visit, which website or search engine you came from, the keyword(s) you entered in the search engine, which web pages you visit, your IP address, your operating system as well as your browser type and version, your screen resolution and the number of colours used by your PC, tablet or smartphone, whether your PC, tablet or smartphone supports JavaScript and Flash Language, country and zone/city.

The data is collected using cookies, the so-called "web beacons" and log files. Most websites collect this type of information about their users, so this is standard practice.

## Why do we collect data about your visit?

We use the non-personal data from cookies, web beacons and log files to learn how you and other visitors use our websites. We monitor which pages users consider more or less useful. This helps us to further develop and improve our websites and adapt them to our users' needs. We use data collected about user behaviour and tendencies both internally and publicly for marketing purposes, e.g. tendency reports based on the figures from the visitor statistics. Such data is collected for all or larger groups of visitors. They do not contain any information which can identify you personally. If you are registered as a user of any of the INFOSYSTA applications, cookies are also used to prefill the log-on fields.

## About the data you enter when registering for a trial or ordering a subscription

When you register for a trial or order a subscription to INFOSYSTA, you enter your name, e-mail address and other personal data. This type of data is used to ensure that our system links you with your subscription/trial version. Moreover, we use your e-mail address to send you information and updates about the use of the Application. Your name, e-mail address and personal information will be treated in confidence and will not be disclosed to any third party.

## About the data you enter on blogs, wikis or forums or when signing up for a news mail

Specific rules apply for the use of INFOSYSTA's blogs, wikis, forums and news mails:

### Blogs and wikis

When you comment on a blog post or a wiki article, you enter your name and e-mail address. The name you enter will be displayed on your comment. Although it's not required, we encourage you to use your real name. Your e-mail address will not be shown in public. It will only be used if we need to contact you directly regarding your comment on the blog/wiki.

### Forums

Before you can reply to or comment on an existing article or author new articles in a forum, you have to register as a user. When you register, you have to enter your user name and your e-mail address. Like on blogs and wikis, we encourage you to enter your real name as your user name. Your user name will be shown publicly in the forum. Your e-mail address will not be shown publicly and will only be used, if we need to contact you directly in connection with your forum article or comment.

## IP address registration when using blogs, wikis and forums

We register the IP address of your visit on blogs, wikis and forums, when you comment on or add a forum article. We use the IP address to block any misuse of our websites. It is not used to identify you personally.

## News mail

The e-mail address you enter when you sign up for INFOSYSTA news mail is only used to send news mails to you. You can cancel your subscription to the news mail by following the link at the bottom of the e-mail. If you cancel your subscription to the news mail, we will retain your e-mail address to ensure that you will no longer receive news mails from us.

## How is my personal data protected?

The personal data we collect is stored in a secure environment and treated confidentially. Access to these data is limited to selected INFOSYSTA employees and suppliers. We do our best to secure your data in the best possible way, but we cannot guarantee the safety of data transferred via the Internet. When data is transferred via the Internet, there is a certain risk that others can access them illicitly. In other words, the safety of your data transfer is your own responsibility. Your data is not disclosed to any third party without your permission, unless legislative authorities require that they be delivered.

## **Content which is not protected**

The content you publish when using our blogs, wikis and forums is publicly available (text, pictures, links, etc.) and is not covered by this privacy policy. As a user, you are responsible for the content you publish. We may decide to remove content published by you on your request, but we maintain our right not to remove already published content.

For further guidelines on publishing content on our websites, please visit the INFOSYSTA website.

## **SECURITY AND OPERATION OF INFOSYSTA**

At INFOSYSTA we value security as much as you do and we monitor our performance around the clock and in the case of any problems, we are ready to act upon them immediately. Your data is always private and protected. At INFOSYSTA we use advanced, industry-recognized security measures to ensure that your financial data will be kept private and protected at all times.

### **Backups**

Every 24 hours we backup your data and later store it in another physical site. This means that with INFOSYSTA, automatic offsite storage is enabled without the need for you to generate and handle physical backups by yourself. Furthermore, if your hardware is ever damaged, all of your data in our system will still be safe - you only need a computer that is connected to the Internet to access it.

### **We value security as much as you do**

Privacy is an integral part of everything we do at INFOSYSTA. Privacy isn't an afterthought or corporate rhetoric – it is how we conduct our business every single day. That is why we follow a strict set of guidelines in order to keep all of your private information safe. Of course, this means that we will never sell, rent or share your private information with third parties without your consent. At INFOSYSTA, we prioritize the security of your data, and we can prove it. INFOSYSTA complies with the most up to date IT management and security policies, meaning that our actions adhere to best practices in the industry.

### **Available when you need it - anytime, anywhere**

With INFOSYSTA you are guaranteed 99.9% availability, 24 hours a day, 7 days a week. We make this possible by having redundant facilities and servers in place at all times. This ensures that if one location or server somehow becomes unavailable, your INFOSYSTA service experience will be minimally affected or, most often, not at all.

Furthermore, we constantly expand our server facilities in order to keep up with customer growth, which makes it possible for our system to always be ready to handle the increasing number of users.

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