

STORETEC

End User License Agreement - Terms of Service for FreeDocs™

This End User License Agreement and Terms of Service are for the “Software as a Service” (SaaS) version of FreeDocs™ document management software and is a legal and binding contract (referred to as this “Agreement”) between you, as the user (hereafter referred to as “you” and “your”), and Storetec Services Limited (hereafter referred to as “Storetec”, “we”, “us”, or “our”). You should accept this Agreement by clicking the appropriate button or proceeding to use the software, and not immediately cancelling your subscription.

1. Description of the Service and Your End User License for its use.
 - a. Definition of the Service. In this Agreement, the term “Service” means the “FreeDocs™” document management software, and any updates or revisions we make to it, accessed from us and used by you as a licensed Service provided to you through the Internet.
 - b. Your License. We grant you a limited, nonexclusive, non-transferable, right to access the Service from your computer (defined below) through the Internet (the “License”) to store and retrieve Your Data (defined below) on FreeDocs™ Servers (defined below), on the terms of this agreement. You may not transfer, assign, lend or share the License, or permit anyone else to use the Service or your password to it. Rights not expressly granted to you are reserved to us. You may not sublicense or loan use of the Service, or any documentation on our website, to any other person, without the express written permission of Storetec. You may use the Service only for your own personal and business purposes. You may use our Service with services you provide to others, but you may not loan or time share the Service, or use it as a storage service for another person, persons or business entity.
 - c. Your Computer. You should only access the Service through your own computer, network or other internet ready device. References to “your computer” means any computer or device functioning as an Internet client or workstation in your possession and control with Internet access, which you use to access the Service. If you choose to access the Service through a third-party application or equipment you don’t own, you may be increasing your privacy and security risks.
2. Your Data. You may only use Your Data with the Service. “Your Data” means your electronic data, or data legitimately used by you personally or by your business that is transmitted to your FreeDocs™ database as part of the licensed use of the Service. You are responsible for the accuracy and content of Your Data. You promise that Your Data, and the transmission and storage of it to and by us, will not violate rights or intellectual property of any third party, and is not deemed as offensive content.
3. About FreeDocs™ Servers. Your Data will be stored on FreeDocs™ Servers in your database. “FreeDocs™ Servers” means the servers and any storage media, hardware, software or system selected by us for data storage and operation of the Service. FreeDocs™ Servers are not dedicated exclusively to you. You agree we may change that information without notice to you, so check it regularly.
4. Subscription.
 - a. Free Period. We offer a period of free usage for FreeDocs™. At the end of your free period your License will continue and access to Your Data will be uninterrupted. If you do not wish to continue paying for a License to the Service, you must cancel your subscription, failure to do so will result in subscription charges commencing.
 - b. Subscription Term. The Subscription Term is a rolling monthly agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew.

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- c. **Billing and Payment.** All charges relating to FreeDocs™ are billed monthly. All charges are referred to and payable in GBP £ sterling. The FreeDocs™ product is sold exclusively on a subscription basis and you will be billed for your subscription renewal on the agreed date each month.
 - d. **Arrears Accounts.** Failure to make full payment within 30 (thirty) days from your payment due date will suspend your account and disable access to your FreeDocs™ database. Storetec will notify you via email if your account is suspended and you will then have another 30 (thirty) days to fulfil your payment obligations. Failure to do so will result in the termination of your account and License. If your License to use the Service is restored (by your payment in full) within that time, you will again be able to access Your Data. If payment is not received, you will have no access to Your Data. If payment has not been received within 90 (ninety) days of the billing date Your Data will be erased and permanently destroyed, and we will have no liability to you for destruction of, or access to Your Data.
5. **Effect of License Termination on Your Data.** The termination of your License ends your right to use FreeDocs™ and to access or retrieve Your Data. After termination of your free period or Subscription License, Storetec will continue to store Your Data for at least 90 (ninety) days. Following this period, Your Data will be erased and permanently destroyed, and we will have no liability to you for destruction of, or access to Your Data.
6. **Things You Must Not Do.** We expect you to use the Service for legitimate personal and business purposes and for legal and moral activities. You agree must not to directly or indirectly do or permit any of the following:
 - a. Upload or transmit to us any file, data or content (hereafter, “Content”) unless you have a lawful right to copy, transmit, distribute, publish, perform, and display the Content, and you must not violate your confidentiality or fiduciary obligations regarding that Content.
 - b. Upload or transmit to us any Content unless you have a right, or the consent or permission of, each identifiable person in the Content to use the name, voice, signature, photograph, personal information, visage, likeness, or other recording of each such person (to the extent each such person is implicated by the Content).
 - c. Act in a contrary manner to the General Data Protection Regulation (hereafter, “GDPR”) (EU) 2016/679 of the European Parliament and of the Council, or the Data Protection Act 2018.
 - d. Upload or transmit to us any Content that (i) violates intellectual property or privacy rights of any person (including without limitation copyright, trademark, patent, trade secret, trade dress, or other intellectual property rights, moral rights under copyright law, and rights of publicity and privacy); (ii) that is obscene, immoral, pornographic, or offensive under the law or to FreeDocs™ in its unfettered discretion; (iii) promotes bigotry, racism, hatred, discrimination, or harm against any individual, group, entity, or business; or (iv) violates or encourages any conduct that violates any applicable law or regulation, or would give rise to civil liability to you or us.
 - e. Access, tamper with, copy, or use any non-public areas of the Service or of our computer systems, or of the technical delivery systems of FreeDocs™ Servers.
 - f. Attempt to probe, test, or tamper with the vulnerability of the Service on any related computer, system or network, or breach or circumvent any security or authentication measure used with the Service or its systems and networks.
 - g. Attempt to decipher, decompile, disassemble, or reverse engineer any of the software code used to provide the Service.

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and have been disclosed to, or otherwise obtained by either Party, its employees, agents or subcontractors, and any other confidential information concerning the both Parties. Storetec shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging Storetec's obligations, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind Storetec.

- b. Confidentiality of FreeDocs™ Information. You will keep confidential and will not use for any purpose other than this Agreement, any of our proprietary information disclosed by us to you about, or that is learned or observed by you from, the technologies, methodologies, equipment, software and processes used by us with the Service. You will ensure that your employees, agents, representatives and contractors, if any, comply with these obligations. Any exceptions to the obligations of this paragraph may only be granted in a writing by Storetec. This paragraph will not prohibit you from making general comments regarding your user experiences with FreeDocs™ and the Service provided by Storetec.
- c. Feedback. You are invited to provide feedback to us. As used in this Agreement, "Feedback" means any feedback, recommendations, criticisms, enhancements, improvements, ideas, features, functionality, capabilities, methods, processes, and information relating to the Service, or any of our products or our business. Storetec has the right, but not the obligation, to incorporate any Feedback into any products, software or services and to otherwise use, implement, make, practice, modify, enhance, and commercialise Feedback without any obligation to account to you. This right also applies to our affiliates, successors and designees.

10. Support.

- a. Scope. The Support terms state the terms on which we provide Support to users of the Service. These Support terms may be modified at any time in our sole discretion, without notice to you. Product Support includes software updates and general technical support for trouble shooting. Product installation, configuration, and training are not included in product Support but are available and may be billable at Storetec's discretion.
- b. Entitlement to Support Services. You, the end user of the Service, are entitled to user support services, as long as you are current in the payment of all required fees, and in full compliance with this Agreement.
- c. Conditions of Support. We will make available to you such technical and training information relating to the Service, as we make available to all FreeDocs™ customers. Storetec's Support teams provide Support via email, support@storetec.net, live chat on Storetec's website or by calling +44 (0) 800 612 4065. We are not responsible for problems relating to your computer hardware or software not provided by us, including (but not limited to) any incompatibility of the Service with any other SaaS services. You should appreciate that we cannot guarantee that that support services will cause the Service to be error-free or to operate continuously, efficiently, optimally, or without interruption, for you, particularly on your computer and your chosen networks. If our support team cannot solve your concerns then you, or we, may terminate your License to the Service.
- d. Updates. Updates to FreeDocs™ will be made as and when available generally to users of the Service in your country or jurisdiction. You may or may not be notified that an update to the Service has been or will be made.

11. Warranties and Indemnification.

Disclaimers.

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- a. General Disclaimers. Storetec have no liability under this agreement or otherwise for any performance problems, claim of infringement, or other matter to the extent it is attributable to any:
 - i. unauthorised or improper access to, or use of the Service, your computer, or your data when such access or use originates outside of FreeDocs™, or through any equipment, computers, networks, communication links or devices, facilities, people affiliated with you or authorised by you to access your data or FreeDocs™;
 - ii. third party data;
 - iii. breach of this agreement by you; or
 - iv. act or omission by you, your affiliates or your authorized users, employees, contractors, representatives, or customers.
 - v. use of any third-party application associated with this Service.
- b. What We Warrant. We make no warranty, representation or promise not expressly set forth in this agreement. Except as expressly warranted in this agreement, the Service and our support and documentation are provided “as is” and “where is”. There is no warranty that the Service, documentation or Support or other services available to you are error free or that they will be uninterrupted by us or the actions of others. We disclaim and exclude all implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty regarding any hardware, software or product not provided by us under this agreement.
- c. Access to Service and Data Loss. We are not responsible for loss of use of the Service or any website, internet access, hardware or software, loss of data (including your data) in transit to or from us, costs of recreating lost data, cost of any substitute performance, equipment, software, or system, or claims by anyone other than you.
- d. Reliance on Retrieved Data. You acknowledge the Service is a complex operation involving potential data loss in transmitting it to us or back to you over the Internet. Therefore, you are expected to verify the accuracy of Your Data retrieved through the Service. You are solely responsible for your use of your data retrieved through the Service, and any reliance thereon.
- e. Timing of Destruction of Your Data. We have no liability for destruction of your data as provided in this agreement. We also have no liability for any delay on our part in not destroying your data promptly, when our right and obligation to destroy it arises.

12. Limitations of Liability.

- a. Limitation on Our Damages. For any breach of this agreement or other liability by Storetec, we will not be liable for any special, incidental, consequential, indirect, exemplary, or punitive damages whatsoever, including but not limited to, loss of profits, loss of privacy, failure to meet any duty, including of good faith or of reasonable care, negligence, and any other pecuniary or other loss, arising out of or in any way related to the use of or inability to use any Service under this agreement, even if we have been advised of the possibility thereof.
- b. Our Aggregate Liability. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation, any other liability which cannot be limited or excluded by applicable law.
- c. Third Party Websites. The Service or its use may enable or invite links to third party websites or use third party content, data, services, or products. We make no express or implied warranty concerning and have no liability for any third-party websites or content, data, Services, or products, or third-party privacy or use policies or practices, and they are accessed, used and relied upon at your sole risk.

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- d. Allocation of Risk. This agreement defines the allocation of risk between the parties, and the fees are set to reflect that.
 - e. Your Instructions. We may rely on and act on instructions, requests or information provided to us by you or your employees, officers, agents, volunteers, affiliates or contractors, and we incur no liability in doing so. You will indemnify us and our officers, directors, employees and representatives against, and hold them harmless from, any and all claims, liabilities, costs and expenses, including without limitation reasonable attorney fees and costs, resulting from our reliance on such instructions, requests or information.
 - f. Third-Party Beneficiaries. Our warranties and obligations under this Agreement run only to you. Under no circumstances shall you or any user of the Service through you, or any of your affiliates, agents, representatives, contractors, clients, customers or other persons, be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under and based only on this Agreement. You have no rights or remedies against Storetec except as specifically permitted by this Agreement. We will not be deemed your official record keeper, or the Data Controller for regulatory, government or other purposes. Other than Your Data as currently stored, we have no obligation to retain any deleted records or data on your behalf during the term. After termination of this Agreement there is no further storage of Your Data, except as provided in this Agreement.
 - g. Third Party Providers. The disclaimers, limitations, allocation of risk, right to rely, and protections set forth above will be extended through us to third parties who provide us software, data, services, products, or intellectual property for our Service, documentation, services, or other products.
 - h. Our Warranty to You. We warrant to you that if the Service does not comply with its current documentation in any material respect and you notify us of the non-compliance, we will at our option either correct the Service to render it fully functional to your reasonable satisfaction, perform Support Services, or refund the charges of the License to the Service for the most recent month and any future month(s) you paid for. If the documentation is in error or inappropriate, then we may correct the documentation.
 - i. Your Warranty to Us. You warrant that you will not access or use the Service, or any right under this Agreement, for any unlawful, immoral, or illegitimate purpose, including use or activity prohibited by this Agreement, and you will not disparage Storetec or our Service or products even after termination of this Agreement. If you breach this warranty we may terminate the License immediately upon notice to you and without any further access to Your Data, and we may seek other legal actions against you, including involving UK law enforcement.
13. Assignment; Successors. This Agreement may be assigned by you. We may assign this Agreement without notice to you at any time to any person who acquires substantially all of our business assets relative to the Service who will assume our rights and obligations under this Agreement.
14. Governing Law and Forum. These terms, and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. The Services provided by Storetec can be resold worldwide but remains governed by English Law.
15. Force Majeure. Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen, but was unavoidable.

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16. **Waiver.** The failure or delay of you or us at any time to enforce performance of this Agreement shall not be construed as a waiver of the right to enforce performance of this Agreement at any subsequent time. Any waiver of a breach or obligation under this Agreement must be in writing.
17. **Severability.** If any provision of this Agreement is invalid under applicable law, such provision shall be limited, narrowed, or construed as necessary to the extent necessary to make it valid. If necessary, the invalid provision shall be eliminated from this Agreement with the remainder of this Agreement in full force and effect.
18. **Relationship.** The relationship between the parties, Storetec and you, established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to you are expressly reserved to Storetec. You shall have no right, power or authority in any way to bind Storetec to the fulfilment of any condition not herein contained, or to any contract or obligation, expressed or implied outside the scope of the Service provided or this Agreement.
19. **Injunctive and other Equitable Relief.** You acknowledge that the restrictions on you and our protections in this Agreement are reasonable and necessary to protect our business and intellectual property interests.
20. **Complaints.** Any complaints must be made in writing to, Complaints Department, Storetec Services Limited, Sidings Business Park, Freightliner Road, Hull, East Yorkshire, HU3 4XA. We will respond to all issues raised within 10 working days.
21. **Entire Agreement.** This Agreement represents the entire agreement between you and us relating to its subject matter, supersedes all prior agreements, understandings, representations and warranties; and may only be amended, cancelled or rescinded as provided in this Agreement, or by a writing executed by you and us.