

EULA – End User Licencing Agreement

These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1 Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be viewable by other internal users of the Services depending on the permissions assigned to other internal users.

You may use the Services only if you accept these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that CGA Software Ltd. T/A CGA Technology provides are always evolving and the form and nature of the Services that CGA Software Ltd. T/A CGA Technology provides may change from time to time without prior notice to you. In addition, CGA Software Ltd. T/A CGA Technology may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

2 Privacy

Any information that you provide to CGA Software Ltd. T/A CGA Technology is subject to our Privacy Policy, which governs the use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Ireland and/or other European countries for storage by CGA Software Ltd. T/A CGA Technology as part of providing you with the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your CGA Software Ltd. T/A CGA Technology account, which you may not be able to opt-out from receiving.

2.1 Information Collection and Use

Excluding any content uploaded to the system for use by the licensee, information collected by CGA Software Ltd. T/A CGA Technology that is not connected to the provision of services.

Cookies: Like many websites, we use "cookie" technology to collect additional website usage data and to improve our Services. A cookie is a small data file that is transferred to your computer's hard disk. CGA Software Ltd. T/A CGA Technology may use both session cookies and persistent cookies to customise and improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. However, some Services may not function properly if you disable cookies.

Log Data: Our servers' automatically record information ("Log Data") created by your use of the Services. Log Data may include information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device and application IDs, search terms, and cookie information. We receive Log Data when you interact with our Services, for example, when you visit our websites, sign into our Services, interact with our email notifications. CGA Software Ltd. T/A CGA Technology uses Log Data to provide our Services and to measure, customize, and improve them.

2.2 Information Sharing and Disclosure

Your Consent: We may share or disclose your information at your sole direction. At no time will CGA Software Ltd. T/A CGA Technology share your data without written consent from the licensee.

Service Providers: We engage service providers to perform functions and provide services to us in the Ireland and abroad. We may share your private personal information with such service providers subject to confidentiality obligations consistent with this Privacy Policy, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

Law and Harm: Notwithstanding anything to the contrary in this Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect CGA Software Ltd. T/A CGA Technology's rights or property. However, nothing in this Privacy Policy is intended to limit any legal defences or objections that you may have to a third party's, including a government's, request to disclose your information.

Business Transfers: In the event that CGA Software Ltd. T/A CGA Technology is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your service provision may be sold or transferred as part of that transaction. The promises in this Privacy Policy will apply to your information as transferred to the new entity.

3 Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. CGA Software Ltd. T/A CGA Technology cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4 Content on the Services

All Content uploaded is the sole responsibility of the licensee. We may not monitor or control the Content and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services. Under no circumstances will CGA Software Ltd. T/A CGA Technology be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere. The licensee is responsible for controlling the data provisions of the service.

5 Mobile and Other Devices

We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is accessible to them through the Service.

6 Your License to Use the Services

CGA Software Ltd. T/A CGA Technology gives you a personal, worldwide, non-assignable and non-exclusive license to use the software that is provided to you by the licensee and operated through CGA Software Ltd. T/A CGA Technology as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by CGA Software Ltd. T/A CGA Technology, in the manner permitted by these Terms.

7 CGA Software Ltd. T/A CGA Technology Rights

All right, title, and interest in and to the Services (excluding data provided by users) are and will remain the exclusive property of CGA Software Ltd. T/A CGA Technology. The Services are protected by copyright, trademark, and other laws of both Ireland and foreign countries. Nothing in the Terms gives you a right to use the CGA Software Ltd. T/A CGA Technology name or any of the CGA Software Ltd. T/A CGA Technology trademarks, logos, domain names, and other distinctive brand features without prior consent. Any feedback,

comments, or suggestions you may provide regarding CGA Software Ltd. T/A CGA Technology, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8 Copyright Policy

CGA Software Ltd. T/A CGA Technology respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

9 Customer Service

When you contact CGA Software Ltd. T/A CGA Technology support service, we collect information that helps us categorize your question, respond to it, and, if applicable, investigate any breach of our User Agreement or this Privacy Policy. We also use this information to track potential problems and trends and customize our support responses to better serve you.

10 Ending These Terms

The Terms will continue to apply until terminated by either you or CGA Software Ltd. T/A CGA Technology as follows.

You may end your legal agreement with CGA Software Ltd. T/A CGA Technology at any time for any reason by deactivating your accounts and terminating your license for the Service. We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the CGA Software Ltd. T/A CGA Technology Rules, (ii) your account falls into arrears; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 7, 10, 11, and 12.

Nothing in this section shall affect the rights of CGA Software Ltd. T/A CGA Technology's to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

11 Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of CGA Software Ltd. T/A CGA Technology and its subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "CGA Software Ltd. T/A CGA Technology Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

11.1 The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE CGA SOFTWARE LTD. T/A CGA TECHNOLOGY ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The CGA Software Ltd. T/A CGA Technology Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the CGA Software Ltd. T/A CGA Technology Entities or through the Services, will create any warranty not expressly made herein.

11.2 Limitation of Liability

To the maximum extent permitted by applicable law, CGA Software Ltd. T/A CGA Technology shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services, including without limitation, any defamatory, offensive or illegal conduct of other

users or third parties; (iii) any content obtained from the services; or (iv) unauthorized access, use or alteration of your transmissions or content.

In no event shall the aggregate liability of CGA Software Ltd. T/A CGA Technology exceed the amount you paid CGA Software Ltd. T/A CGA Technology in the previous 12 month.

The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not CGA Software Ltd. T/A CGA Technology have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

12 General Terms

12.1 Waiver and Severability

The failure of CGA Software Ltd. T/A CGA Technology to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

12.2 Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of Ireland without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Ireland, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

12.3 Entire Agreement

These Terms, the CGA Software Ltd. T/A CGA Technology Rules and our Privacy Policy are the entire and exclusive agreement between CGA Software Ltd. T/A CGA Technology and you regarding the Services (excluding any services for which you have a separate agreement with CGA Software Ltd. T/A CGA Technology that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between CGA Software Ltd. T/A CGA Technology and you regarding the Services. Other than members of the group of companies of which CGA Software Ltd. T/A CGA Technology is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at www.cgasoftware.com/eula. If the revision, in our sole discretion, is material we will notify you via update or e-mail to the email address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.



Compliance - Governance - Analytics

These Services are operated and provided by CGA Software Ltd, Unit 19/24, liBC, GMIT, Dublin Rd, Galway, Ireland. If you have any questions about these Terms, please contact us.

Effective: July 31st 2013

