

TERMS OF USE

INTRODUCTION

These Terms of Use (“**Terms of Use**”) form a contract between you and Y Soft Corporation, a.s., with its registered office at Technická 2948/13, Královo Pole, 61600 Brno, ID No.: 26197740, VAT: CZ26197740, File No. B 8045, kept by the Regional Court in Brno, a Czech corporation, or other company from its group, as the case may be (“**Provider**”) regarding your use of YSoft SafeQ Cloud Solution, as defined below, or the Provider’s website at ysoft.com (the “**Website**”).

PLEASE READ CAREFULLY. BY CLICKING “ACCEPT” AND ACCESSING THE SOLUTION YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT USE THE SOLUTION.

As used in these Terms of Use, “you” and “your” refers to both the individual accessing the Solution (“**User**”) and to the entity with whom Provider associates that individual (“**Company**”), which purchased the right to use the Solution from the Provider or through one of its resellers (the “**Agreement**”).

Provider may amend these Terms of Use at any time by posting the amended terms on the Website and by requiring your agreement to them to access the Solution. Unless expressly stated otherwise, the amended Terms of Use shall be effective from the date that they are accepted by you.

In the case of any conflict or inconsistency between the terms of the Agreement and these Terms of Use (as each may be amended from time to time), the Agreement shall prevail. Nothing in these terms of use shall be deemed to vary, amend or supersede the terms and conditions of the Agreement between Provider and the Company or to waive or affect any claims, rights or obligations that the Company or Provider may have.

1. DEFINITIONS

“**Application**”: The YSoft SafeQ Cloud proprietary server software of (i) Provider; and (ii) other Persons used by Provider that Provider is authorized to license to third parties, constituting a part of the Provider’s Y Soft SafeQ Cloud product line.

“**Business Day**”: any day defined as such for Provider on Provider’s Website.

“**Client Application Services**”: Services to be provided to Company as optional part of the Service in order to make the Software available to Company for use in connection with Software running on Hardware, to be used as a local edge device.

“**Hardware**”: Any and all hardware equipment such as devices, terminals, card readers, appliances and other physical products manufactured or assembled and delivered to the Company by the Provider as a part of any Solution.

“**Order**”: An order under the Agreement.

“**Person**”: Any sole proprietorship, corporation, joint stock company, business trust, firm, joint venture, partnership, unincorporated organization, association, enterprise, limited liability company, limited liability partnership, public benefit corporation, trust or other legal entity or organization, or any government (whether federal, state, provincial, county, city, municipal or otherwise, including any instrumentality, division, agency, body, political subdivision or department thereof).

“**Product**”: Software, Hardware or Service, as the case may be.

“**Restricted Party**”: A Person (a) that is listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); (b) that is domiciled in, registered as located or having its main place of business in, or is incorporated under the laws of, a country which (i) is subject to a Sanctions Law, (ii) in which Provider is not entitled to provide the Solution or its part eg. as relates to Hardware certifications etc.; (c) that is directly or indirectly owned or controlled by a Person referred to in (a) and/or (b) above; or (d) with which the Provider is prohibited from dealing or otherwise engaging in a transaction with by any Sanctions Law.

“**Sanctions Authority**”: The U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union and any of its member states, Her Majesty’s Treasury, the United Kingdom, the United States of America, and any authority acting on behalf of any of them in connection with any Sanctions Law.

“Sanctions Law”: Any economic or financial sanctions law and/or regulation, trade embargo, prohibition, restrictive measure, decision, executive orders or notices from any regulator implemented, adapted, imposed, administered, enacted and/or enforced by any Sanctions Authority.

“Sanctions List”: Any list of Persons published in connection with any Sanctions Law by or on behalf of any Sanctions Authority each as amended, supplemented or substituted from time to time.

“Service”: Hosting, management, pre-sale and post-sale support, installation/implementation, warranty and post-warranty servicing, maintenance and technical (consulting) support or other service provided by the Provider to the Company.

“SLA (Service Level Agreement)”: If made available by Provider, is a Service that guarantees, inter alia, the expected service level of the related Service, and the metrics that will be used to measure and report on Service performance. The SLA defines responsibilities of the Provider and Company (and its implementing partner) and ensures that Service is delivered efficiently and effectively.

“Software”: Collectively, the proprietary software from the YSoft SafeQ Cloud product line of Provider and the software of other Persons used by Provider in connection with the provision of the Products.

“Solution”: Software, combined with Hardware and Service(s) that Provider offers to the Company, which enable the Company to use the Software for the purpose of provision of services to its Users, as described in the relevant Product schedule.

2. ACCESS TO THE SOLUTION AND RIGHT TO USE

- 2.1 Right to Use. Your use of the Solution is governed by these Terms of Use and the Agreement. You acknowledge that Provider may modify the Solution from time to time.
- 2.2 Designated Employees. Company shall provide to Provider, via the respective tool available in the Solution and/or through website as the case may be, and maintain a list of individuals who it authorizes to access the Solution on Company’s behalf (“**Designated Employees**”). Subject to the remainder of these Terms of Use and the Agreement, each Designated Employee may access and use the Solution.
- 2.3 By accessing the Solution, User represents that User is a Designated Employee of Company at the time User accesses the Solution.
- 2.4 User will not allow any other individual to use User’s login credentials to access the Solution. Company and User are jointly and severally responsible for maintaining the strict confidentiality of the User login credentials.

3. Ownership.

Provider retains all right, title, and interest in and to the Solution, including all Software and other intellectual property underlying the Solution and associated therewith, all derivative works thereof, and in all media, but specifically excluding any materials, intellectual property or information created by your or other third parties’ use of the Solution, such as logs, print jobs etc., all of which shall remain the property of the contributing party. Other than a royalty-free license to use the Solution during the term of the Agreement, nothing contained herein shall be construed as the grant of a license or other right by Provider to you of the Solution or any intellectual property underlying or associated with the Solution. All of the design, text, graphics and the selection and arrangement thereof included in the Solution and the Website are protected by the copyright laws of the United Kingdom and other countries. As between you and Provider, the Solution, the Website and all associated intellectual property rights are owned by Provider and its licensors. All rights not expressly granted to you are reserved to Provider and its licensors.

Where software products of third parties which may be governed by their own license terms (such as program libraries, parts of software tools, etc.) constitute a part of the Solution, Provider shall provide you with at least a simple non-exclusive and non-transferable right to use such software packages to operate the Solution under the conditions and in the extent as specified in the Third Party Software Terms and Conditions document which forms an integral part of these Terms of Use and is accessible via Provider’s Website.

4. Termination of Rights.

Provider reserves the right to: (a) reject potential Users that do not meet the reasonable rules and requirements established from time to time by Provider for use of the Solution, (b) terminate your access to and use of the Solution, or any part thereof, if you fail to comply with such rules and requirements, permit any unauthorized third person or entity to access and use the Solution or attempt to assign your rights in violation of these Terms of Use, or (c) interrupt or disable access to and use of all or any part of the

Solution or the Website if necessary to prevent or protect against fraud, hacking, or illegal conduct or otherwise protect Provider's personnel or the Solution, in Provider's sole discretion and without notice. If User breaches these Terms of Use, User's right to access and use the Solution will end automatically with immediate effect.

5. Confidentiality

- 5.1 Confidentiality. You acknowledge that (i) the Solution incorporates confidential and proprietary information developed or acquired by Provider, including the Software and Services, and (ii) Provider may receive or have access to other proprietary or confidential information disclosed by a you and reasonably understood by Provider to be of a confidential or proprietary nature, including the identifications and passwords for use of the Solution (collectively, "**Information**"). The Provider will use your Information solely to perform its obligations and exercise its rights under or in relation to these Terms of Use, the Agreement, or associated agreements and documents. Provider will take reasonable precautions necessary to safeguard the confidentiality of the Information, including (i) those taken by the you to protect its own confidential information of a similar nature (but in no event less than a reasonable standard of care), and (ii) those which you may reasonably request from time to time. Notwithstanding the foregoing, such Information may be disclosed: (i) to a receiving party's legal counsel, financial advisors and auditors if they agree to hold it confidential, (ii) in connection with any legal proceeding arising out of or in connection with these Terms of Use, the Agreement or any related agreement or the preservation or maintenance of that Provider's legitimate interest, (iii) if required to do so by a court of competent jurisdiction whether in pursuance of any procedure for discovering documents or otherwise, or (iv) as permitted by Section 5.2.
- 5.2 Limitation. Provider will have no confidentiality obligation with respect to Information that (i) is known through lawful means by the Provider prior to receipt from you, (ii) is lawfully obtained by the Provider without restriction, (iii) becomes available to the public through no act or omission of the Provider, (iv) is independently developed by the Provider without access to, reference to, or knowledge of the Information, or (v) Provider is compelled to disclose pursuant to legal process, provided the Provider promptly notifies you of the service of such legal process to the extent permitted by applicable law and cooperates with you in seeking confidential treatment thereof.

6. Use of the Solution

- 6.1 Permissible Use. You may only access and use the Solution for your Company's internal purposes and shall maintain the confidentiality of the information obtained from the Solution. Further, in your use of the Website and the Solution, you may not:
- (i) intentionally interfere, disrupt or attempt to gain unauthorized access to other accounts on the Solution; or
 - (ii) use any device, software or routine, including but not limited to viruses, trojan horses, worms, time bombs and cancelbots with the intention of damaging or hindering the proper working of the Solution;
 - (iii) take any action that imposes an unreasonable or disproportionate load on Provider's infrastructure such as originating spam or launching denial of service attacks; or
 - (iv) use the Solution to commit an illegal act.
- 6.2 Other Prohibitions. You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Solution or the Website. Links to websites owned and maintained by third parties may be embedded in the Website. Provider is not responsible for those websites and cannot control the privacy policies or the content of those websites. In no event may you remove any copyright or other proprietary notices or legends appearing on the Website.

YOUR UNAUTHORISED OR UNAPPROVED USE OF THE SOLUTION OR THE WEBSITE MAY CONSTITUTE COPYRIGHT INFRINGEMENT AND SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES UNDER DOMESTIC AND INTERNATIONAL COPYRIGHT, TRADEMARK AND OTHER LAWS AND TREATIES.

7. Privacy and Data Protection

- 7.1 Provider will use information collected from you in accordance with Provider's Privacy Policy, as published on the Website from time to time, which is hereby incorporated into these Terms of Use.
- You agree that Company will act as the controller of Personal Data entered into the Solution by Company or on Company's behalf, and Provider is the processor of such data. To the extent to which the Provider is a processor of Personal Data, the Data Protection Addendum ([link](#)) will govern that processing. Company is responsible for data (including Personal Data) as entered into, supplied or used by Company and its Users in the Solution. Further, Company is solely responsible for determining the suitability of the Solution for its business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Company's data and Company's use of the Solution.
- 7.2 Management and Hosting Services. As a part of the Solution, Provider may, subject to individual Orders, provide to Company hosting and management Services in order to make the Application available to use by the Company and its Users. Provider

will utilize the AWS Service offered by Amazon.com or its respective affiliate or another reputable cloud provider, to provide the Management and Hosting Services to Company and Users. Terms for the AWS Service (<https://aws.amazon.com/service-terms/>) or similar terms of another cloud provider, as the case may be, shall apply to use by the Company and Users of, and liability of Provider for, the Management and Hosting Services mutatis mutandis. In the event of a claim arising out of or in connection with any breach by Provider of its obligations hereunder as such relate to the Management and Hosting Services where such breach may be reasonably contributed to a breach by the relevant cloud provider, of its obligations in providing the AWS Service or similar service and provided, always, that preventing such breach was reasonably beyond Provider's control, Provider shall exclusively and at its discretion, have the obligation to either

- (i) exercise every commercially feasible effort in seeking that the relevant cloud provider promptly remedies any such breach;
- (ii) replace the relevant cloud service by a comparable service that Provider deems can successfully replace the relevant cloud service and secure the desired functionality reasonably required for purposes of the Management and Hosting Services; or
- (iii) suspend or terminate the availability of the Management and Hosting Services to Company upon written notice to Company.

In the event that Company incurs a loss as a consequence of cloud providers breach of its obligations in providing the cloud service to Provider and wishes to claim such damages, Company shall promptly inform Provider that it wishes to assert such claim and Provider agrees that Company shall be entitled at any time to assert and pursue any such claim and be awarded and receive any such damages in its stead (each such action, an "**Enforcement Action**") and shall have full control over the Enforcement Action with the reasonable cooperation of Provider; provided, that no such Enforcement Action shall impose any cost or obligation on Provider.

- 7.3 Cloud Support Services. Provider does not necessarily provide all levels of support; support structure and levels are defined in the individual applicable Product lists. Where available for a Product, and subject to (i) valid and effective SLA, and (ii) any and all payments due and payable by Company in connection with Company's SLA pursuant to the Provider's then current price list having been paid when and as due, Company is entitled to receive all SLA Service(s) as ordered at the SLA level specified on the Product list(s) relevant for Product(s) purchased by Company.
- 7.4 Client Application Services. The provision of Client Application Services is dependent on the Company fulfilling its obligations hereunder. In case Company fails to perform or fulfil its responsibilities, Provider will not be obliged to warrant the Edge Device or provide the Client Application Services or any thereto related Service and may charge additional non-recurring fees that are caused by or arise from such failure to perform or fulfil the Company responsibilities.
- 7.5 As part of the provision of the Client Application Services, Provider shall perform the following actions relevant Hardware and Company network according to the instructions of the Provider, or in the absence of any instructions according to Provider's documentation and/or standard operating procedures.
- (i) Installation and set up;
 - (ii) General device configuration;
 - (iii) General network configuration;
 - (iv) CSP routing (Cloud service provider routing);
 - (v) Change Management;
 - (vi) Configuring firewall policy & rules;
 - (vii) Internet key or certificate exchange;
 - (viii) Where applicable, the Company shall ensure that any network devices or connectivity including connectivity operated by the Company or third party (e.g. at its own office(s)/ site(s)) are functional, and are configured such that the Hardware can receive and transmit traffic to such network devices or connectivity.;
 - (ix) Where applicable, the Company shall ensure that any application hosted on an applicable 3rd party hardware below or above the operating system level will not adversely affect the operation of the Hardware within the Solution or the provision of Services.
- 7.6 The Company shall notify Provider of any problem with the Hardware of which it is aware, including where Provider's obligations would not in themselves necessarily make Provider aware of such Hardware problem. In the event of Hardware failure or in case the Company or a party authorized by the Company alters the Hardware or connectivity resulting in an interruption in Services related thereto, Provider, when duly notified, shall take any action in relation to the relevant aspects as it in its sole discretion deems appropriate or practicable (which may include taking no action whatsoever). Provider shall not be liable for anything arising from such action or inaction (including any failure to provide all or part of the Client Application Services).

8. Hardware

- 8.1 Any customization(s) of a Hardware ordered are subject to a prior agreement by the Provider confirming expressly such specific customization(s) and its price. Without an express prior agreement on Hardware customization(s), the Provider fulfils the Order by delivery of non-customized Hardware.
- 8.2 The Provider shall bear no liability for the selection and suitability of the Hardware chosen by the Company for the purposes intended by the Company.
- 8.3 Unless the Provider states otherwise within an Order confirmation, the delivery time shall not exceed the period set out in the relevant Product List, if any. If the agreed delivery time is exceeded by more than fourteen (14) Business Days, the Provider is obliged to pay to the Company a contractual penalty (liquidated damage) in the amount of 10% of the aggregate invoiced price of the Hardware that have been delivered with the delay mentioned above. This contractual penalty represents the lump-sum compensation of all costs and losses incurred in connection with the delay, and the Company is not entitled to claim any other compensation whatsoever, based on such delay.
- 8.4 The method for delivery/take-over of Hardware shall be FCA (Incoterms® 2020) to the carrier named by the Company in the Order, at the Provider's dispatch place listed on the Company's website. The Provider is entitled to change the dispatch place at its sole discretion. Such change will not affect Orders already confirmed at the time of change. Other delivery methods can only be used where the Provider expressly confirms such other delivery/take-over method for the ordered Hardware proposed by the Company and simultaneously such agreement includes express indication of a price change due to changed delivery method. Such agreed delivery method only pertains for the particular confirmed Order.
- 8.5 The Company must submit any requests regarding the inappropriate quantity, incorrect specifications, incorrect billing or damage with respect to the Hardware, without delay following the take-over of such Hardware. Within the period of time identical to the standard delivery time, the Provider will assess the claim and remedy any defective performance in an appropriate manner determined based on the nature of the defect. Such remedy represents final and complete compensation for the defective delivery and the Company is not entitled to any other compensation or performance.
- 8.6 The Provider may suspend deliveries of the Hardware by a written notice to the Company at least fourteen (14) days before the date of the possible suspension of delivery if the Company defaults in the payment of Provider's due receivables.
- 8.7 The Provider offers Limited Hardware Warranty ("**Warranty**") for the Hardware to be purchased by the Company. The Warranty does not apply to:
- (i) consumable Hardware that is designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
 - (ii) defects caused by operating the Hardware not in accordance with the user manual, technical specifications or other guidelines and materials published for the respective Hardware by the Provider. Such guidelines may include carrying out regular inspections and maintenance;
 - (iii) defects caused by usual wear and tear or otherwise due to usual aging of the Hardware. For avoidance of doubt, a defective spare part scheduled to be replaced within a regular inspection shall be considered as a Defect caused by the usual wear and tear.
 - (iv) Hardware, which was modified or disassembled by a person other than a fully trained technician, or if its malfunction was caused by an action of the Company's technician (either internal or external) or by a third party.

The warranty period starts on the date of installation of the relevant Hardware but not later than thirty (30) days after the date of dispatch of the relevant Hardware by Provider from its warehouse for the delivery to the Company (hand-over of the Hardware for delivery to the Company).

- 8.8 In case any Hardware or its part (as applicable) is to be returned to the Provider under the Warranty, the Company shall bear the costs of and arrange for the transport of the Hardware to the nearest Provider's repair center as listed on the Provider's Website.
- 8.9 The Company shall exercise its Warranty rights and claim the rights only in the manner determined and announced by the Provider from time to time.
- 8.10 The Provider shall not be liable for any defects in Hardware, resulting from interference with interconnected devices or software supplied by a third party. Should the Provider discover, at any time, in connection with the filing of a claim regarding a defective Hardware, that the claimed defects arose from, or in relation to, the activities or operation of third party's devices or software, the Provider's actions performed in relation to such a defect and the costs associated therewith, shall, in accordance with the valid price list of the Provider, be invoiced to the Company that filed such a claim.
- 8.11 Unless indicated otherwise for a particular Hardware item within the Order confirmation, the Provider grants for the relevant Hardware (distinguished by a specific Part Number) a Warranty for a period specified in the Provider's price list valid at the time of placement of the Order; unless specified otherwise the warranty period shall be twelve (12) months.
- 8.12 The Company has the following warranty rights:
- (i) the right to have a defective Hardware repaired;

- (ii) the right to have defective Hardware replaced with a fault-free version of the Hardware where the repair is not economically feasible or possible; or
- (iii) the right to return the defective Hardware for a complete refund if the Hardware cannot be repaired or replaced,
- (iv) all within thirty (30) days from the notification of the warranty claim.

8.13 Unless the Company has made advance payments for any of the premium forms of Company support or services based on the Provider's valid price list, and unless the it is entitled to a premium warranty or to an extended service warranty:

- (i) The Company shall lodge claim under the Warranty via Provider's Website using a tool as provided from time to time by the Provider and deliver defective Hardware to the nearest Provider's repair center as listed at the Provider's Website.
- (ii) Within a period of thirty (30) days from lodging the claim and delivering the defective Product, whichever is latest, the Provider shall inform the Company whether it accepts the respective Warranty claim.
- (iii) The Company's carrier account details shall appear on the relevant claim form if the Company is interested in a prioritized delivery of the Hardware.

8.14 If the Warranty claim is rejected or revoked as not falling under the Warranty and/or due to an incorrect information provided as a part of the Warranty claim, the faulty Hardware will be dispatched/returned to the Company at the expense of the Company, unless agreed otherwise.

9. DISCLAIMER

- 9.1 No Warranties. NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY PROVIDER WITH RESPECT TO THE SOLUTION, THE UNDERLYING SOFTWARE, THE WEBSITE, OR ANY SERVICES PROVIDED BY PROVIDER, AND SUCH SOLUTION, SOFTWARE, WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS, WHERE IS, AND AS AVAILABLE" BASIS.
- 9.2 Provider reserves the right not to provide any part of the Solution including but not limited to provision of Services and sale of Hardware to a Restricted Party.
- 9.3 Provider does not guarantee to you continuous, uninterrupted or secure access to the Website or the Solution. The Website or the Solution may be inaccessible or inoperable from time to time due to equipment malfunction, periodic maintenance or repair, issues with the Internet generally, and other causes beyond the control of Provider or which cannot reasonably be foreseen. However, If part of the ordered Services, Provider may provide guarantees of certain levels of availability and/or response or fix times, as the case may be.
- 9.4 Provider reserves the right to discontinue the supply of any Product at any time or to replace these Products with a new type of such Product. In case of already ordered Products, the Provider reserves the right to deliver a more recent version of the ordered Product with functionality that is in substantial aspects equal and/or superior in comparison to the previously ordered Product. Provider reserves the right to modify any Product, including changes that may result in reimplementation, training and similar costs on the part of Company, provided however such changes will not materially diminish the functionality of the Product.
- 9.5 Limitation of Liability. IN NO EVENT SHALL PROVIDER OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU (WHETHER IN AN ACTION ARISING FROM CONTRACT OR TORT) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES (EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OF THE SOLUTION.
- 9.6 Please note that some jurisdictions may not allow the above exclusion of implied warranties and liability, so some of the above exclusions may not apply to you.
- 9.7 You acknowledge that Provider's ability to offer the Solution, Website and services on the terms provided herein is premised upon the limitations of liability and the disclaimers of warranties set forth herein, and that all such limitations and exclusions form an essential basis of the bargain between the parties.

10. MISCELLANEOUS

10.1 Severability. You agree that if any provision of these Terms of Use is found void or unenforceable, including without limitation the above exclusion of implied warranties and liability, this will not affect the validity of the remainder of these Terms of Use, which shall remain valid and enforceable.

10.2 Governing Law. These Terms shall be governed by and construed in accordance with the laws of England and Wales. Each party hereby consents to the exclusive jurisdiction of the courts of England and Wales, in any action, proceeding or dispute relating in any way to these Terms, and agrees that any such proceeding shall be brought by it solely in any such court, where permissible. Each party irrevocably submits and consents to the exercise of subject matter jurisdiction and personal jurisdiction

over such party by the courts located in England and Wales, and irrevocably waives all claims, objections and defenses that it may have regarding such court's subject matter or personal jurisdiction, venue or inconvenient forum. Service of process in relation to any legal action or proceedings arising out of or in connection with these Terms shall be carried out by overnight courier or hand delivery. For the avoidance of doubt, service of process by email is not permitted.

10.3 Provider hereby appoints Petershill Secretaries Limited, 1 Chamberlain Square Cs, Birmingham, United Kingdom, B3 3AX, Company No 00628566, as its agent to receive, for it and on its behalf, service of process in relation to any legal action or proceedings arising out of or in connection with these Terms in England. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by Provider). Partner shall provide a copy to Provider, to the address of its Chief Legal Offices indicated on its website. If for any reason the process agent ceases to be able to act as such or no longer has an address in England or Wales, Provider irrevocably agrees to forthwith appoint a substitute process agent. Nothing will affect the right to serve process in any other manner permitted by law. Provider agrees that failure by the process agent to notify it of any process will not invalidate the proceedings concerned.

10.4 Notice. Your initial notice address is the name and address provided by you upon registration on the Website. The notice address for Provider is stated on the Website and, if it is not, it the address of its registered office. Notices shall be deemed to have been given: (a) if personally delivered to any officer of the party to whom it is addressed, upon actual delivery, (b) if sent by certified or registered mail, the earlier of actual receipt thereof and five (5) days after deposit by the relevant mail carrier, or (c) if sent by recognized overnight delivery service, upon actual delivery to the notice address. Each party may specify a different notice address by providing a notice of such change of address. Notices shall be effective thirty (30) days after the receipt of the written notice including, where relevant, email.

10.5 No Assignment. These Terms of Use shall be binding on and inure to the benefit of Provider, and its respective successors and assigns. You may not assign these Terms of Use or your rights hereunder or delegate performance of your obligations hereunder.

10.6 Electronic Execution; Construction. Your use of the Solution and/or the Website shall constitute your acceptance of all terms and conditions of these Terms of Use. Headings of particular sections are inserted only for convenience and are not to be considered a part of these Terms of Use or used to define, limit or construe the scope of any term or provision of these Terms of Use. The term "including" shall be understood to mean "including, without limitation." All terms defined in the singular shall have the same meanings when used in the plural, and vice versa. All pronouns used shall be deemed to cover all genders.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. YOUR USE OF THE SOLUTION AND/OR WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE.