

Terms of Service

Last Updated: April 16th, 2018

By using or accessing notifyme's online and offline products and services ("the Service" or "Services"), provided by NotifyMe Limited or any of its affiliated companies (NotifyMe, "we" or "us"), you agree to the terms of this agreement together with our privacy policy. If you are accepting these terms on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms.

These terms and privacy policy govern your use of the NotifyMe services, as amended from time to time by NotifyMe Limited, residing at c/O18 North Street KY7 5NA Glenrothes, UK, or any of its affiliated companies (hereinafter "we" or "NotifyMe") and constitutes as a binding agreement between NotifyMe and you or the entity that you represent (hereinafter "you" or "your").

1. Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual Services (hereinafter the "Service Specific Terms"). The General Terms and Service Specific Terms are collectively referred to as the "Terms". In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

2. Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services. In the case of a breach of any of these conditions NotifyMe reserves the right terminate the offending account without notice or refund.

3. Description of Services

NotifyMe provides you with a system to share information in your organization and with your Business Partners. You can use NotifyMe's services to track your internal tasks, leads and working processes. You can invite anyone in your organization to use the system, and you can invite Business Partners, Contractors, Vendors, Customers and Third Parties to share data or work process. You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

This Agreement governs (i) NotifyMe's commercially available downloadable software products (currently designated as "NotifyMe self-hosted Software" deployments) ("Software"), (ii) NotifyMe's hosted or cloud-based solutions (currently designated as "NotifyMe App" deployments) ("Hosted Services"), and (iii) any related support or maintenance services provided by NotifyMe. Software and Hosted Services, together with related Documentation, are referred to as "Services".

Please note that NotifyMe shall not be liable for any damage caused as a result of your use of the services, their unavailability, any error or faults in the services, and for any loss of data present on the space made available by the Service.

3.1 Storage Limits

NotifyMe will store a limited amount of data per User, according with the conditions indicated in the Order (for self-hosted Software) or in the Subscription Licencing Plan you select (for Hosted Services). NotifyMe reserves the right to charge for additional storage or overage fees at the rates specified on our website.

4. Subscription to Beta Service

We may offer the Services or a part of them as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that NotifyMe will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

5. Modification of Terms of Service

We may modify the Terms upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Terms that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing NotifyMe notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination, you will be entitled to prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

6. User Sign-up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: i) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and ii) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your accounts. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if NotifyMe has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, NotifyMe may terminate your user account and refuse current or future use of any or all of the Services.

7. Organization Accounts and Administrators

When you sign up for an account for your organization you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organization account. If your organization account is created and configured on your behalf by a third party, it is likely that such third party has assumed administrator role for your organization. Make sure that you enter into a suitable agreement with such third party specifying such party's roles and restrictions as an administrator of your organization account.

You are responsible for: i) ensuring confidentiality of your organization account password, ii) appointing competent individuals as administrators for managing your organization account, and iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that NotifyMe is not responsible for account administration and internal management of the Services for you.

You are responsible for taking necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to legal@notifyme.org, provided that the process is acceptable to NotifyMe. In the absence of any specified administrator account recovery process,

NotifyMe may provide control of an administrator account to an individual providing proof satisfactory to NotifyMe demonstrating authorization to act on behalf of the organization. You agree not to hold NotifyMe liable for the consequences of any action taken by NotifyMe in good faith in this regard.

8. Personal Information and Privacy

Personal information you provide to NotifyMe through the Service is governed by our Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the our Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to legal@notifyme.org. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise. Registration Data and certain other information about you is subject to our Privacy Policy. You understand that through your use of the Service you consent to the collection and use (as set out in the Privacy Policy) of this information.

9. Communications from NotifyMe

The Service may include certain communications from NotifyMe, such as email, notices posted on the websites or push notifications for the apps. Examples of these communications include: i) welcome and engagement communications, ii) other user invitations to sign up for NotifyMe services, iii) service announcements, iiiii) administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service communications and administrative messages.

10. Complaints

If we receive a complaint from any person against you with respect to your activities as part of use of the Services, we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by us and copy NotifyMe in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as your consent to disclosure of your name and contact information by NotifyMe to the complainant.

11. Licence, fees and Payments

11.1 Subscription licence fees

The Services are available under subscription plans of various durations, including a free plan with limited features and conditions (BASIC plan). By using the Service, you are expressly agreeing that we are permitted to bill you a subscription fee, any applicable tax and any other charges you may incur in connection with your use of the Service. The subscription fee will be billed at the beginning of your subscription and on each renewal thereafter.

NotifyMe may revise fee rates for the Service from time to time and will provide Customer's designated administrator(s) with email notice of any changes in fees at least thirteen (30) days prior to the Service renewal date. Any increase in charges will not apply until the expiry of your then current billing cycle.

Except and to the extent required by applicable law, all fees and charges are non-refundable, and there are no refunds or credits for partially used periods, or where you have elected to downgrade service levels or otherwise remove any paid component or feature.

11.2 Perpetual licence fees

Subject to the terms and conditions of this Agreement, NotifyMe may grant you a non-exclusive, non-sublicenseable and non-transferable license to install and use the Software according to the conditions specified in your Order. Your License Term will end upon any termination of this Agreement, even if it is

identified as “perpetual”. The Software requires a license key in order to operate, which will be delivered as described in Section 11.7 (Delivery).

Unless otherwise specified in your Order, for each Software license that you purchase, you may install ONE PRODUCTION INSTANCE OF THE SOFTWARE on systems owned or operated by you (or your third party service providers so long as you remain responsible for their compliance with the terms and conditions of this Agreement).

In making payments, you acknowledge that you are not relying on future availability of the software, or any related support or maintenance services provided by NotifyMe beyond the current License Term or Subscription Term or any Software upgrades or feature enhancements.

WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR ANY FEATURE OF COMPONENT THAT YOU HAVE PAID FOR BUT NOT USED.

11.3 Renewal procedure

By default, your account is set to automatic renewal mode. This can be changed to manual renewal mode at any time from your control panel.

With a prior 15 day notice period, NotifyMe will advise you when your subscription is about to expire.

In case of automatic renewal mode, NotifyMe will automatically charge you for renewal fee according to the subscription plan that you have selected, on or after the renewal date associated with your account, unless you have cancelled the Service prior to its renewal date. You may as well renew the Service by following the procedures for manual renewal.

After successful renewal, the Service will be made available with the technical and economic conditions existing at the time of renewal of the Service and executing the renewal process.

11.4 Downgrade or Non-renewal of the Service

In the event of downgrade of your account, the features and conditions of your account may be limited depending on the new Subscription plan that you may select.

In the event of non-renewal, in the manner and within the time limits specified above, upon expiration, the Service shall no longer be provided, without the need for any communication on the part of NotifyMe. In this case, your account will remain active as BASIC free account.

Depending on the conditions of the new Subscription plan, all or part of the data present on the space made available by the Service may be deleted without any liability on the part of NotifyMe for the maintenance and/or saving of the same data. However you may download such data at any time prior to cancellation following the

11.5 Payments

Payments can be made by Credit Card or bank transfer. Alternative payment methods may be evaluated by NotifyMe. Payments can be made to NotifyMe Limited or to one of its affiliated companies (included, but not limited to, NotifyMe Italia Srl). You authorize NotifyMe to charge such fees using the preferred payment method that you have selected.

NotifyMe may suspend or terminate your use of the Service if fees become past due. In such a situation, you may renew the Service by following the procedures for manual renewal.

11.6 Billing information and taxes

You are responsible for providing complete and accurate billing information to NotifyMe.

If you require the use of a purchase order or purchase order number, you (a) must provide the purchase order number at the time of purchase; and you (b) agree that, except for any amendments to this Agreement

that are clearly marked as such on the face of the Purchase Order, any terms and conditions on a Customer purchase order that conflict with this Subscriber Agreement will not apply and are null and void.

In connection with your purchase of the Service you may be subject to taxes, including, without limitation, sales and use taxes, by any authority which has jurisdiction to impose such taxes. You agree that the obligation and payment of any such taxes shall be your sole and absolute responsibility, and you agree, that unless otherwise required by applicable law, to indemnify NotifyMe pursuant to the section below entitled "Indemnity" to the extent that NotifyMe incurs any obligations or other liabilities in connection with such taxes.

11.7 Delivery

We will deliver the applicable License Keys (in the case of Software) or login instructions (in the case of Hosted Services) to the email addresses specified by you when we have received payment of the applicable fees. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for installation of any Software, and you acknowledge that NotifyMe has no further delivery obligation with respect to the Software after delivery of the license keys.

11.8 Ownership and Feedback

Services are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". NotifyMe and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Services, their "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for NotifyMe. From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to NotifyMe, including sharing your modifications or in the course of receiving Support and Maintenance ("Feedback"). NotifyMe may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits NotifyMe's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

12. Return, cancellations & Refund Policy

As part of our commitment to customer satisfaction, it is our customary business practice to allow customers to return a self-hosted Software within 30 days of payment for any reason or no reason and to receive a refund of the amount paid for the returned Product. In the context of Software, a return means that we will disable the license key that allowed the Software to operate. We will not accept returns after the 30-day return period. You understand that Notifyme may change this practice in the future in accordance with Section 5 (Modification of Terms of Service).

All fees and charges are non-refundable unless expressly stated or agreed otherwise in writing by NotifyMe. You may cancel your account at any time by submitting a request by e-mail to support@notifyme.org; 15 day notice is required to avoid charges beyond the current billing cycle. The customer account will remain active for this period after which all data may be permanently deleted.

No Refunds or credits will be given for partial or unused months of service, for any account.

Cancellation of Services by the Customer shall not alter the Customer's obligation to pay all charges due to NotifyMe at the time of cancellation.

NotifyMe will not retrieve data from cancelled accounts unless otherwise agreed in advance. All data present on the space made available by the Service may be deleted without any liability on the part of NotifyMe for the maintenance and/or saving of the same data. However you may download such data at any time prior to cancellation following the procedures for data backup.

13. Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) provide any service based on the Services without prior written permission; (ii) use the third party links to sites without agreeing to their website terms & conditions; (iii) post links to third party sites or use their logo, company name, etc. without their prior written permission; (iv) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (v) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of NotifyMe; (vi) violate any applicable local, state, national or international law; (vii) create a false identity to mislead any person as to the identity or origin of any communication; (viii) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Services to a third party, or (ix) publicly disseminate information regarding the performance of the Services.

14. Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

15. Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 180 days. In the event of such termination, all data associated with such user account may be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

16. Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant NotifyMe the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for NotifyMe's commercial, marketing or any similar purpose. But you grant NotifyMe permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you. NotifyMe may also access your account or instance in order to respond to your support requests.

17. User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that NotifyMe will have the right to block access to or remove such content made available by you if NotifyMe

receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by NotifyMe for this purpose.

18. Invitations and Other Communications to Non-members

Using the NotifyMe Services, members can create Jobs and Inspections related to ongoing Projects, Purchase Orders or supplies and then invite Members or Non-Members to take part in them by providing their email address. Inviting members are responsible for ensuring that the people they invite have a business relation with them and have a business interest in these Jobs or Inspections.

NotifyMe stores the email addresses that members provide so that the respondents may be added to the connection list of the members sending the invitations, and also to send reminders of the invitations. NotifyMe does not sell these email addresses or use them to send any other communication besides invitations and invitation reminders. Recipients of invitations from NotifyMe may contact NotifyMe to request the removal of their information from our database.

Please note that when you send an invitation to connect to another individual on our Service (a “connection”) or to join our Service to connect with you, or when you send a Message through NotifyMe messaging system to another individual on our Service, that person may have access to your email. After sending these invitations, we may also remind your invitees of your invitation on your behalf. Your NotifyMe connections may also have access to your email address.

19. Sample files and Applications

NotifyMe may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. NotifyMe makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

20. Third Party Advertisements

NotifyMe’s services may contain advertisements made by third parties (for free users only). NotifyMe is not affiliated to, nor it endorses, these ads.

21. Assignment

You may not assign any of your rights and/or obligations under these terms to any third party. NotifyMe may assign its rights and obligations under these terms, by providing you with a 30 day written notification.

22. Trademark

NotifyMe, NotifyMe logo, the names of individual Services and their logos are trademarks of NOTIFYME LIMITED. You agree not to display or use, in any manner, the NotifyMe trademarks, without NotifyMe’s prior permission.

23. Warranty and Disclaimer

23.1 Due Authority

Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

23.2 WARRANTY DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. NOTIFYME EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTIFYME SHALL NOT BE LIABLE FOR DELAYS,

INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF NOTIFYME. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NOTIFYME NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NOTIFYME MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM NOTIFYME, ITS EMPLOYEES, ITS SUPPLIERS, SUBSIDIARIES, AFFILIATES, AUTHORIZED PARTNERS, LICENSOR OR OTHER REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

24.Limitation of Liability

YOU AGREE THAT NOTIFYME, AUTHORIZED PARTNERS OR REPRESENTATIVES SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF NOTIFYME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL NOTIFYME'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, OUR AGGREGATE LIABILITY TO YOU IN RESPECT OF NO-CHARGE PRODUCTS SHALL BE LIMITED TO THE FEES PAID IN A 12 MONTHS PERIOD.

25.Indemnity

You agree to indemnify and hold harmless NotifyMe, its parent, subsidiaries, affiliates, officers, directors, stockholders, agents, attorneys, employees, partners, licensors and other representatives, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of, or in connection with, (i) your Content, (ii) your use or access of the Service, (iii) your connection to the Service, (iv) your violation of the Terms of Service or applicable law, (v) your violation of any rights of another, and (vi) any taxes arising in connection with your purchase or use of the Service in any jurisdiction, domestic or otherwise, including, without limitation, sales and use tax.

26.Governing Law.

This Agreement will be interpreted and construed in accordance with the laws of The United Kingdom, without regard to conflicts-of-laws principles thereof. Jurisdiction of any dispute arising out of or relating to this Agreement shall be resolved exclusively in the court of London.

Notwithstanding anything to the contrary, NotifyMe may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

27.Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to legal@notifyme.org within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days, but if we determine that your actions endanger the operation of the Hosted Service or other users, we may suspend your access immediately without notice.

You may terminate this Agreement at any time with notice to NotifyMe, but you will not be entitled to any credits or refunds as a result of convenience termination for prepaid but unused Software.

We reserve the right to terminate your user account upon reasonable belief that you have violated the Terms and to terminate your access to any Service in case of unexpected technical issues or discontinuation of the Service. You have the right to terminate your user account if NotifyMe breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

In addition, we reserve the right to deactivate the account of a free user after a period of total inactivity of said account equal to or greater than six (6) months. However, you may reactivate your account within thirty (30) days of said suspension. In such an event, all data present on the space made available by the Service may be deleted without any liability on the part of NotifyMe for the maintenance and/or saving of the same data. You may download such data at any time prior to cancellation following the procedures for data download.

Once the Agreement terminates, you (and your Authorized Users) will no longer have any right to use or access any Products, or any information or materials that we make available to you under this Agreement. You are required to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to us that you have done so at our request.

The following provisions will survive any termination or expiration of this Agreement: Sections 5 (Modification of Terms of Service), 11 (Licence, fees and Payments), 13 (Restrictions on Use), 23 (Disclaimer of Warranties), 24 (Limitation of Liability), 25 (Indemnity), 27 (Suspension and Termination).

28.Public Announcements & Marketing.

Neither party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written consent of the other party in its sole discretion.

29.Severability

If any section or sections of these Terms are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, such holding shall not in any way affect the enforceability of the remaining sections.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us at legal@notifyme.org. We shall respond to all inquiries within 30 days of receipt upon ascertaining your identity.

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