

EasyLog™ Terms of Service

IMPORTANT - READ CAREFULLY.

This End-User Licence Agreement (the “Agreement”) is a legal agreement between you (either an individual or a business user) (the “Customer”) and us (“EasyLog™” as defined below) for access to our EasyLog™ Cloud (as described below).

BY ACCESSING THE EasyLog™ CLOUD YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THE PRIVACY POLICY AND THE REFUND POLICY. IF YOU DO NOT AGREE, DO NOT ACCESS THE EasyLog™ CLOUD.

BACKGROUND

- (A) EasyLog™ has developed certain software applications which it makes available to clients via the internet for the purpose of storing and monitoring EasyLog™ sensor data in one easy to use EasyLog™ Cloud based platform.
- (B) The Customer wishes to use the EasyLog™ service in its business operations.
- (C) EasyLog™ has agreed to provide and the Customer has agreed to take and pay for the EasyLog™ service subject to the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Account Type: the type of account selected by the Customer in relation to the number of sensors which the Customer has purchased as set out in the Schedule;

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Service;

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.

Customer Data: the data inputted by the Customer, Authorised Users, or EasyLog™ on the Customer's behalf for the purpose of using the Service or facilitating the Customer's use of the Service.

Data Protection Legislation: (i) upon its enactment, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Discount Voucher: a Voucher that can be redeemed against [discounted] Subscription Fees.

EasyLog™ Cloud: the online software applications provided by EasyLog™ as part of the Service.

EasyLog™: Lascar Electronics Limited (company number 05472682) whose registered address is Module House, Whiteparish, Salisbury, Wiltshire, SP5 2SJ.

Normal Business Hours: 8.30 am to 5.00 pm local UK time, each Business Day.

Personal Data: data that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Service: the subscription service provided by EasyLog™ to the Customer under this Agreement via www.wifisensorcloud.com , www.easylogcloud.com or any other website notified to the Customer by EasyLog™ from time to time.

Start-Up Voucher: a Voucher that can be redeemed against Subscription Fees upon the Customer's initial sign-up to the Service.

Subscription Fees: the subscription fees payable by the Customer to EasyLog™ for the Account Type, as set out on our website www.wifisensorcloud.com , www.easylogcloud.com or any other website notified to the Customer by EasyLog™ from time to time.

Subscription Term: shall be the term as set out in the Schedule.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Voucher: an [electronic] voucher of pre-determined value that may be exchanged for services amounting to the value of the voucher. Such term shall include reference to Start-Up Voucher and/or Discount Voucher as appropriate within the context of this Agreement.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to all genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. LICENCE AND SCOPE OF USE

- 2.1 In consideration of payment of the Subscription Fees by the Customer, EasyLog™ hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Service during the Subscription Term solely for the Customer's normal business operations.
- 2.2 The Customer shall not:
- (a) except as may be permitted by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the EasyLog™ Cloud and/or documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the EasyLog™ Cloud; or
 - (b) access all or any part of the Service in order to build a product or service which competes with the Service; or
 - (c) use the Service to provide Service to third parties without EasyLog™ Cloud's consent; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party other than the Authorised Users.
- 2.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify EasyLog™.

- 2.4 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. DURATION

- 3.1 This Agreement shall come into effect upon the Customer creating its own account with EasyLog™ and will remain in force for the Subscription Term subject to the Customer's continued payment of the Subscription Fee unless terminated under clause 13 below.
- 3.2 Upon expiry of the Subscription Term, and subject to continued payment of the Subscription Fee, this Agreement will automatically renew for further Subscription Terms unless terminated under clause 13 below.

4. SERVICE

- 4.1 EasyLog™ shall, during the Subscription Term, provide the Service to the Customer on and subject to the terms of this Agreement.
- 4.2 The Customer acknowledges that access to the EasyLog™ Cloud is dependent upon third party providers from time to time, including but not limited to Rackspace International GmbH ("Rackspace") and their terms of service. Rackspace's terms of service can be viewed at www.rackspace.co.uk/legal/Cloud-terms-of-service. Accordingly, the Customer agrees that EasyLog™ accepts no liability in relation to the Customer's inability to access the EasyLog™ Cloud which results from the actions or omissions of such third parties.
- 4.3 EasyLog™ shall use commercially reasonable endeavours to make the Service available in accordance with the level of Service purchased, except for periods of maintenance (scheduled and unscheduled) which EasyLog™ can carry out in its absolute discretion.

5. CUSTOMER DATA

- 5.1 The Customer shall own all rights, titles and interests in all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2 The parties agree that the Customer is the best judge of the value and importance of the data held on the EasyLog™ Cloud, and the Customer will be solely responsible for:
- (a) instituting and operating all necessary back-up procedures, for its own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason; and
 - (b) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

- 5.3 The Customer shall ensure that all personal data which it processes through its use of the EasyLog™ Cloud is done strictly in accordance with the Data Protection Act 1998 and such subsequent Data Protection Legislation from time to time.
- 5.4 The Customer will not have access to its data stored on the EasyLog™ Cloud during a suspension for non-payment or following termination.
- 5.5 EasyLog™ backs up data on the Cloud on a periodic basis so that EasyLog™ is able to more quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the System at the time of the backup.
- 5.6 The Customer therefore agrees and acknowledges that the obligation to back up its Customer Data remains with the Customer. The Customer will maintain at least one (1) additional current copy of its data stored on the EasyLog™ Cloud somewhere other than on the EasyLog™ Cloud.
- 5.7 Depending on which Account Type the Customer has chosen, the Customer will be allocated a certain amount of data storage. If the Customer exceeds the amount of permitted sensors within that Account Type, the Customer will automatically be allocated the next Account Type and will be charged accordingly.
- 5.8 With regard to the amount of data stored in any particular Account Type, EasyLog™ operate a fair use policy so that the integrity of the EasyLog™ Cloud is not threatened. Accordingly, if EasyLog™ believes in their reasonable opinion that the Customer's data storage is unreasonable, EasyLog™ reserves the right to terminate or suspend this Agreement.
- 5.9 In the event that the Customer's data is stored on the EasyLog™ Cloud for longer than a period of 36 months, EasyLog™ will bring this to the Customer's attention but reserve the right to charge additional fees in respect of the continued storage of this historic data.

6. OUR OBLIGATIONS

- 6.1 EasyLog™ undertakes that the Service will be performed with reasonable skill and care commensurate with industry standard practices.
- 6.2 EasyLog™ does not warrant that
- (a) the Customer's use of the Service will be uninterrupted or error-free; or
 - (b) that the Service and/or the information obtained by the Customer through the Service will meet the Customer's requirements; and
 - (c) or that use of the EasyLog™ Cloud will avert, detect or prevent occurrences (or the consequences thereof) that is has been designed to avert, detect or prevent.

- 6.3 EasyLog™ is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This Agreement shall not prevent EasyLog™ from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Service which are similar to those provided under this Agreement.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- (a) Pay the Subscription Fees in accordance with clause 8;
- (b) provide EasyLog™ with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by EasyLog™;in order to provide the Service, including but not limited to Customer Data, security access information and configuration Service;
- (c) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (d) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, EasyLog™ may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (e) ensure that the Authorised Users use the Service in accordance with the of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (f) ensure that all email addresses and/or mobile telephone numbers required for the operation of the Service are kept up to date and current;
- (g) obtain and shall maintain all necessary licences, consents, and permissions necessary for EasyLog™, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
- (h) ensure that its network and systems comply with the relevant specifications provided by EasyLog™ from time to time; and
- (i) be solely responsible for procuring and maintaining its own network connections and telecommunications links from its systems to the EasyLog™ Cloud, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

- 7.2 In relation to the Account Type, the Customer undertakes that:
- (a) the maximum number of sensors that it utilises within any particular Account Type shall not exceed the maximum of permitted within such Account Type;
 - (b) each Authorised User shall keep a secure password for its use of the Service and that each Authorised User shall keep its password confidential.
- 7.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or which might otherwise threaten or compromise the security of the EasyLog™ Cloud;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and EasyLog™ reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

8. CHARGES AND PAYMENT

- 8.1 **If you are an existing Customer of FilesThroughTheAir™, this clause 8.1 applies to you.** Your legal contract, and any cause of redress, is now with EasyLog™ and the Service will be supplied by EasyLog™. However, you will continue to pay the Subscription Fees to FilesThroughTheAir™ who will collect the Subscription Fees on behalf of EasyLog™. This current payment method will continue until such time as you upgrade (or downgrade) your Account Type. At that time, you will pay your Subscription Fees directly to EasyLog™. For the remainder of this clause 8 only, if you are an existing Customer of FilesThroughTheAir™, reference to 'EasyLog' shall also include to 'FilesThroughTheAir™'.
- 8.2 The Customer shall pay the Subscription Fees to EasyLog™ for the Account Type in accordance with this clause monthly in advance by credit or debit card through the WorldPay system or using a Voucher.
- 8.3 Customers may also make ad-hoc payments to add special features to their Account by using either a credit or debit card through the WorldPay system or by using a Voucher.

- 8.4 Where the Customer is using a Voucher to pay the Subscription Fees the voucher code should be entered into the field(s) indicated, when Signing-Up for, or upgrading the account
- 8.5 Please note that all Vouchers have a limited duration and will automatically terminate upon expiry. Upon expiry of a Voucher, the Customer will be required to continue to pay the Subscription Fees for the remainder of the Subscription Term by an alternative method in accordance with clause 8.2.
- 8.6 Unless paying by Voucher, EasyLog™ will render monthly invoices in advance detailing the amount due for the following month.
- 8.7 If EasyLog™ has not received payment within 7 days after the date of the invoice, and without prejudice to any other rights and remedies of EasyLog™:
- (a) EasyLog™ may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Service and EasyLog™ shall be under no obligation to provide any or all of the Service while the payment(s) concerned remain unpaid; and
 - (b) interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclay's Bank at the date the Customer defaulted on the relevant payment, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.8 All amounts and fees stated or referred to in this Agreement:
- (a) shall be payable in pounds sterling or US Dollars;
 - (b) are non-cancellable and non-refundable (subject to the terms of our Refund Policy); and
 - (c) are exclusive of value added tax, which shall be added at the appropriate rate.
- 8.9 If, at any time whilst using the Service, the Customer exceeds the number of sensors permitted in its purchased Account Type, EasyLog™ shall charge the Customer, and the Customer shall pay, the current charges in respect of the Account Type appropriate to the number of Sensors used by the Customer.
- 8.10 If, at any time during the Subscription Term, the Customer wishes to amend or vary its Account Type to upgrade or downgrade its Account Type, any increase or decrease in Subscription Fees shall be pro-rated for the remainder of the Subscription Term.
- 8.11 EasyLog™ shall be entitled to increase the Subscription Fees upon 30 days notice to the Customer. In addition, EasyLog™ shall be entitled to recover the fees payable in respect of the excess sensor usage pursuant to clause 8.9 immediately and shall account for such fees in the monthly payment from the Customer.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that EasyLog™ and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database right, trade secrets and confidential information, trade names, trade marks (whether registered or unregistered), source or object code or any other rights or licences in respect of the Service.
- 9.2 EasyLog™ confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10. CONFIDENTIALITY

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 The Customer acknowledges that details of the Service, and the results of any performance tests of the Service, constitute EasyLog's™ Confidential Information.

10.6 EasyLog™ acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 This clause 10 shall survive termination of this Agreement, however arising, for a period of five years.

11. INDEMNITY

11.1 The Customer shall defend, indemnify and hold harmless EasyLog™ against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's (or any Authorised User's) use or misuse of the Service.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of EasyLog™ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this Agreement and/or the provision of the Service;
- (b) in respect of any use made by the Customer of the Service; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Subject to clause 12.3:

- (a) EasyLog™ shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) EasyLog's™ total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the Account Type during the 12 months immediately preceding the date on which the claim arose.

12.3 Nothing in this Agreement excludes the liability of EasyLog™:

- (a) for death or personal injury caused by EasyLog's™ negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 Except as expressly and specifically provided in this Agreement:

- (A) the Customer assumes sole responsibility for results and information obtained from the use of the Service and for conclusions drawn from such use. EASYLOG™ SHALL HAVE NO LIABILITY FOR ANY DAMAGE OR LOSS (WHETHER DIRECT OR CONSEQUENTIAL) CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO EASYLOG™ BY THE CUSTOMER; OR ANY FALSE ALARM OR FAILURE OF THE AVERT, DETECTION OR PREVENTION ELEMENT OF THE EASYLOG™ CLOUD IN CONNECTION WITH THE SERVICE; OR ANY ACTIONS TAKEN BY EASYLOG™ AT THE CUSTOMER'S DIRECTION;
- (B) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT; AND
- (C) THE SERVICE IS PROVIDED TO THE CUSTOMER ON AN "AS IS" BASIS.

12.5 EasyLog™ does not warrant that the Service will be uninterrupted, error-free, or completely secure. The Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of privacy, Confidential Information, and data. EasyLog™ has no obligation to provide security other than as stated in this Agreement. The Customer is solely responsible for the suitability of the Service chosen.

13. TERM AND TERMINATION

13.1 This Agreement may be terminated immediately by notice in writing:

- (a) by EasyLog™ if the Customer fails to pay any sums due under this Agreement by the due date notwithstanding any other provisions for late payment in this Agreement;
- (b) by the Customer at any time on 30 days written notice;
- (c) by either party if the other party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the same (if capable of remedy) for a period of 30 days after written notice of the breach by the other party;
- (d) by either party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or anything analogous to such event occurs in any applicable jurisdiction.

13.2 Any termination of this Agreement under this clause will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination.

13.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, documentation and other items (if any) belonging to the other party;
- (c) the Customer shall immediately pay any outstanding Subscription Fees due and owing;
- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and
- (e) the Customer agrees and understands that EasyLog™ has no ongoing obligation to store any of the Customer's data. Accordingly, upon termination of this Agreement for whatever reason, EasyLog™ is entitled to delete any data belonging to the Customer, which is stored on the EasyLog™ Cloud.

14. DATA PROTECTION

- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and EasyLog is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
- 14.3 Without prejudice to the generality of clause x.1, EasyLog shall, in relation to any Personal Data processed in connection with the performance by EasyLog of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or EasyLog has provided appropriate safeguards in relation to the transfer;
- (e) the data subject has enforceable rights and effective legal remedies;
- (f) EasyLog complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (g) EasyLog complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- 14.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 14.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 14.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by any local law to store the Personal Data; and
- 14.7 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor.

15. FORCE MAJEURE

EasyLog™ shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of EasyLog™ or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. WAIVER

- 16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

- 17.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. ENTIRE AGREEMENT

- 18.1 This Agreement, and any documents referred to in it, including the Privacy Policy and the Refund Policy, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

19. ASSIGNMENT

- 19.1 The Customer shall not, without the prior written consent of EasyLog™, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.2 EasyLog™ may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of the other or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the address nominated by either party from time to time.

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been delivered upon, whereupon receipt of a successful delivery notice.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date you acknowledge agreement of these terms.

SCHEDULE

ACCOUNT TYPE	NUMBER OF DEVICES	SUBSCRIPTION TERM
STARTER	1-4	1 Month
PROFESSIONAL	5+ (MULTIPLES OF 5)	1,6,12,24,36 Months