

Terms of Use

ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED END USER LICENSE AGREEMENT

This agreement (“Terms of Use”) between Adaptive Business Management Systems Limited (“us” or “we”) and you governs your use of the Services (as defined below). We reserve the right to modify, supplement or amend these terms of use from time to time in our discretion. Each time you access the Services you agree to these terms and conditions as they may be amended from time to time. To the extent you use the Services as an agent or employee of any organization that has a separate agreement with Adaptive Business Management Systems Limited or its affiliate(s) for the provision of the Services (a “Subscriber Agreement”), then such Subscriber Agreement takes precedence over this End User License Agreement will govern your use of the Services on behalf of such principal or employer.

1. THE SERVICES

In these Terms of Use, “Adaptive BMS” refers to Adaptive Business Management Systems Limited, a company organized under the laws of the United Kingdom with offices located in Dorset, UK. The “Services” means, collectively, the computer applications, interfaces, software, programs, products, services and websites provided or made available by Adaptive Business Management Systems Limited and its affiliates, which you may use for, among other things, uploading, organising, storing, graphically representing and sharing electronic data. To the extent Your Content is stored within the United Kingdom; the Services are provided Adaptive Business Management Systems Limited.

2. USE OF SERVICES

2.1 Subject to the within Terms of Use, Adaptive Business Management Systems Limited grants you a limited, non-exclusive licence to utilise the Services so long as (i) you are eligible to form a binding contract and (ii) you are not barred from receiving the Services under English law or other applicable law. In order to access and/or use the Services, you may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continued use of the Services, and you will be responsible for maintaining the accuracy and completeness of such information. You may be assigned a username and/or existing email address and password (collectively, “Account ID”), for you to access or use the Services, or to modify your account settings and Content. You are responsible for maintaining the confidentiality of your Account ID and, accordingly, will be fully responsible for all activities that occur under your account, including activities of others to whom you have provided your Account ID. You agree to immediately notify us of any unauthorised use of your Account ID, account or any other breach of security. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account ID secure.

2.2 Adaptive Business Management Systems Limited from time to time may permit users to open accounts for the use of certain Services at no charge and without the need to execute a Subscriber Agreement (collectively, “Free Service Level Accounts”). Free Service Level Accounts may include use of the Services for a limited period (free trials) or for firms or groups of a limited size, in Adaptive Business Management Systems Limited’s sole discretion. If you open a Free Service Level Account, the use of any and all Services by you and any user you invite to your workspaces shall be governed

by these Terms of Use; Adaptive Business Management Systems Limited assumes no obligation to notify you of the scheduled termination of any free trial period or term of any Free Service Level Account.

3. CONTENT: USER CONDUCT

You acknowledge and agree that all information, data, text, photographs, images, files, software, sounds, recordings, graphics, video, messages, tags and other materials, in whatever form and technical structure, whether publicly posted or privately transmitted or stored using the Services (“Content”), are the sole responsibility of the person(s) originating such Content and introducing such Content into the Services. We reserve the right but shall have no obligation, to pre-screen, reject, review, quarantine, delete or move any Content posted or submitted to the Services, without obligation to any person.

You agree that you are responsible for your own conduct and all conduct under your account, and for all Content that is created, stored, shared or published by anyone using your Account ID with the Services and for any consequences arising as a result thereof. You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms of Use, and all applicable laws and regulations in the relevant legal jurisdictions. Without limiting the foregoing, you represent and warrant to Adaptive Business Management Systems Limited that you have the rights and authority to submit your Content to Adaptive Business Management Systems Limited in connection with your use of the Services, and such submission and publication of such Content through the Services does not and will not infringe the rights of any person or third party.

You further agree to NOT:

- (a) use our products or the Services for illegal purposes or for promotion of dangerous activities;
- (b) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with Adaptive Business Management Systems Limited or any other person or entity;
- (c) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual duties (such as insider trading regulations, internal corporate policies or nondisclosure agreements);
- (d) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (e) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (f) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected or applicable to the Services;
- (g) violate through use of the Services any applicable local, state, national or international law;

(h) “stalk” or otherwise harass another person or user of the Services, or take any action invasive to another’s privacy (by posting, for example, another’s photograph, address, email, phone number or any other contact information) without permission from such other person;

(i) promote or provide instructional information about illegal activities, promote physical harm or injury against any government, legal entity, group or individual;

(j) solicit passwords or personal identifying information from other users for unintended, commercial or unlawful purposes;

(k) exceed the scope of the Services you (or your employer or principal pursuant to a Subscriber Agreement) have signed up for, for example, accessing and using non-public portions of the website, groups or features that you do not have a right to use, or deleting, adding to or otherwise changing another person’s entries or other Content when you have not been granted the right to do so;

(l) access (or attempt to access) any of the Services by any means other than through the interface(s) provided by Adaptive Business Management Systems Limited, or access (or attempt to access) any of the Services through any automated means (including use of scripts, web crawlers or the like) or otherwise engage the Services in a manner reasonably likely to be harmful to the systems operating the Services or the access or use of the Services by others;

(m) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Services; and

(n) you further agree NOT to upload or display publicly Content that:

(i) contains nudity, sexually graphic material, or material that is otherwise deemed explicit by Adaptive Business Management Systems Limited; or

(ii) contains threatening, abusive, harassing, defamatory, libellous, invasive, hateful, or racially, ethnically or otherwise objectionable.

If you encounter any of these prohibited uses, we encourage you to report them to us immediately.

4. PRIVACY POLICY

Our Privacy Policy is published at <https://adaptivebms.com/documents/PrivacyPolicyABMS.pdf> . By using the Services, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, our use of your Account ID and your Content in accordance with such Privacy Policy.

5. PROPRIETARY RIGHTS, LICENCES AND LIMITATIONS

Adaptive Business Management Systems Limited Rights

You acknowledge and agree that Adaptive Business Management Systems Limited (and any licensors to Adaptive Business Management Systems Limited) own(s) all legal right, title and interest in and to the Services, including, without limitation, all software comprising a part of the Services that is either hosted on Adaptive Business Management Systems Limited's servers or deployed by you or a third party to enable creation and management of your account, including uploading of Content to, and display of Content within, the Services (the "Software"), and all intellectual property rights therein (whether registered or not and wherever existing in the world). You further acknowledge and agree that the rights in the Services, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms of Use. Except for the limited licence rights specifically granted to you in these Terms of Use, Adaptive Business Management Systems Limited and its suppliers own and shall retain all rights, title and interests, including, without limitation, intellectual property rights, in and to the Services and all Software utilised therein (and all copies thereof and related materials that are delivered or made available to you with the Services).

Without limiting the generality of the foregoing, you agree not to access, use, copy, reverse engineer, create derivative works from, share or assist any third party to use the Services or any component thereof to design, create, program, market or promote any product, software or service in competition with Adaptive Business Management Systems Limited (including but not limited to independent or internal networks).

In order to enable Adaptive Business Management Systems Limited to operate the Services, we must obtain from you certain licence and other rights to the Content you submit (so that our processing, maintenance, storage, technical reproduction, back-up and distribution, and related handling of your Content does not infringe applicable copyright and other laws). Accordingly, by using the Services and posting Content, you grant Adaptive Business Management Systems Limited a licence to display, perform and distribute your Content, and to modify (for technical purposes) and reproduce such Content to enable Adaptive Business Management Systems Limited to operate the Services. You also agree that Adaptive Business Management Systems Limited has the right to elect not to process, post, store, display, publish or transmit any Content in our sole discretion. You agree that these rights and licences are royalty-free, irrevocable and worldwide, and include a right for Adaptive Business Management Systems Limited to make such Content available to, and pass these rights along to, others with whom Adaptive Business Management Systems Limited has contractual relationships related to the provision of the Adaptive Business Management Systems Limited Services, solely for the purpose of providing such services, and to otherwise permit access to your Content to third parties if Adaptive Business Management Systems Limited determines such access is necessary to comply with its legal obligations or to (a) respond to your requests for service; (b) enforce this Agreement; (c) respond to claims that your Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of us, other Users, or the public. Where we are required to access and disclose your account information and Content, Adaptive Business Management Systems Limited will, to the extent we are permitted to do so, give you as much notice of this disclosure as possible.

Except for the limited licence and other rights granted to us in these Terms of Use, you retain all of the rights you had in your Content before you submitted it. If you invite and enable others to view or have access to the Content you store within the Services, then you are enabling each of those permitted users of the Services access to such Content, and Adaptive Business Management Systems Limited shall not be responsible for any duplication, publication or other use of such Content by such users.

By submitting to Adaptive Business Management Systems Limited any feedback, comments, ideas, suggestions, documents and/or proposals through the “Contact Us” interface or otherwise (collectively, “Contributions”), you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Adaptive Business Management Systems Limited is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Adaptive Business Management Systems Limited shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Adaptive Business Management Systems Limited already may possess or have received or considered something the same as or similar to the Contributions; (e) your Contributions automatically become the property of Adaptive Business Management Systems Limited without any obligation of Adaptive Business Management Systems Limited to you; and (f) you are not entitled to any accounting, compensation or reimbursement of any kind from Adaptive Business Management Systems Limited for Contributions. Your “Content”, as defined and used in these Terms of Use, does not include Contributions.

YOUR RIGHTS

Adaptive Business Management Systems Limited hereby grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the Software provided to you by Adaptive Business Management Systems Limited as part of the Services as provided to you by Adaptive Business Management Systems Limited, for the sole purpose of enabling you to use and enjoy the benefit of the Services as permitted by these Terms of Use, until your rights are terminated in accordance with these Terms of Use or the Subscriber Agreement governing your use of the Services.

As indicated above, you retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. Other than the limited licence and other rights you grant in these Terms of Use, Adaptive Business Management Systems Limited obtains no right, title or interest from you (or your licensors) under these Terms of Use in or to any Content that you submit, post, store, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that you are solely responsible for protecting and enforcing those rights and that Adaptive Business Management Systems Limited has no obligation to do so on your behalf.

6. PROVISION OF SERVICES; MODIFICATIONS

We retain the right to implement limits on the amount of storage available to you, the number of users with whom you may share Content, the nature of Content permitted to be uploaded or displayed, and other limitations at any time. Adaptive Business Management Systems Limited may engage certain affiliates, subcontractors or other third parties to provide all or part of the Services to you, and you hereby acknowledge and agree that such third party involvement is acceptable. Further, you acknowledge that in using the Services to send a message or transmit other Content, you will be causing communications to be sent through computer networks owned by Adaptive Business Management Systems Limited and third parties that are located throughout the United Kingdom and other countries. In performing the required technical steps to provide the Services to our users, Adaptive Business Management Systems Limited may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

We reserve the right at any time and in our sole discretion to modify or discontinue, temporarily or permanently, the Services or any part thereof (including Software), with or without notice. We may take any measures we deem necessary or appropriate in connection with the operation of the Services, including for maintenance or security reasons, which may affect the availability of the Services. You agree we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Services. Adaptive Business Management Systems Limited may install software updates from time to time with the intention of improving, enhancing, repairing and/or further developing the Services, and you agree to permit us to deliver these to you (and you to receive them) as part of your use of the Services.

7. COMPLIANCE WITH LAWS

You acknowledge and agree that your access to and use of the Services may be subject to applicable foreign, national and/or local laws, ordinances, rules, and regulations, as well as the rules and regulations of non-governmental regulators such as the Financial Services Authority (each such agency, a "Regulatory Agency"). You agree to comply with all laws, ordinances, rules, regulations, and/or requirements imposed by any government or Regulatory Agency on your use, transmission, and disclosure of any data or information via the Services. You also represent and warrant that any data, media, or other content you disseminate through the Services does not violate the intellectual property rights or other proprietary rights of any third party.

8. TERMINATION

Adaptive Business Management Systems Limited may terminate the Services, or your access to or use of the Services or your account, with or without notice. Reasons for Adaptive Business Management Systems Limited terminating your account or the Services include, without limitation: (a) breach or violation of these Terms of Use, (b) your request or self-effecting account deletion, (c) breach or termination of the Subscriber Agreement governing your access to the Services, (d) non-payment of any fees or other sums due to Adaptive Business Management Systems Limited or

any other party related to your use of the Services, (e) requests by law enforcement or other government agencies, (f) the discontinuance or material modification to the Services (or any part thereof), or (g) unexpected technical or security issues or problems. In the event of any termination, we will close your account and you will no longer be able to retrieve Content contained in that account or otherwise use the Services.

9. LINKS

We may include the use of third party resources and/or links to third party websites as part of the Services. We have no control over such sites and resources and, accordingly, you acknowledge and agree that (a) we are not responsible for the availability of such external sites or resources; (b) we do not endorse and are not responsible or liable for any content or other materials available from such sites or resources and (c) we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content or materials available on or through any such site or resource.

10. INDEMNITY

You agree to indemnify and hold Adaptive Business Management Systems Limited, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims attributable to your violation of these Terms of Use or your violation of applicable law, regulations or third-party rights in connection with your use of the Services. In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED DOES NOT WARRANT THAT (i) THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; OR (iii) ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(c) ANY TRANSMISSION OF CONTENTS THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM ANY SUCH TRANSMISSION.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED OR ANY AFFILIATE OF OURS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICES; (v) ACTIONS OR OMISSIONS BY ADAPTIVE BUSINESS MANAGEMENT SYSTEMS LIMITED OR ITS AFFILIATES BASED ON YOUR ACCOUNT INFORMATION OR ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE SERVICES; (viii) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE THESE TERMS OF USE; OR (ix) ANY OTHER MATTER RELATING TO THE SERVICES.

NOTHING IN THESE TERMS OF USE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS ABOVE WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. REMEDY

You acknowledge that your breach of any of the provisions of these Terms of Use may cause immediate and irreparable harm to Adaptive Business Management Systems Limited and our affiliates for which Adaptive Business Management Systems Limited may not have an adequate remedy in money or damages. Adaptive Business Management Systems Limited and its affiliates will, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request and will be entitled to recover from you the costs incurred in

seeking such an injunction. The right to obtain injunctive relief will not limit any right to seek or obtain other or further remedies.

14. MISCELLANEOUS

(a) These Terms of Use constitute the entire agreement between you and Adaptive Business Management Systems Limited regarding your use of the Services; provided, however, that in the event of any conflict or inconsistency between these Terms of Use and the terms of any Subscriber Agreement under which you use the Services, then the terms of such Subscriber Agreement shall govern. These Terms of Use, as in effect from time to time, supersede any prior agreements or earlier versions of these Terms of Use between you and Adaptive Business Management Systems Limited for the use of the Services. If through accessing or using the Services, you utilise or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms of Use shall not affect your legal relationship with such third party.

(b) You acknowledge and agree that each affiliate of Adaptive Business Management Systems Limited is a third party beneficiary to these Terms of Use and that such other entities shall be entitled to directly enforce, and rely upon, any provision of these Terms of Use which confers a benefit on (or provides rights in favour of) them. Other than this, no other person or company shall be a third-party beneficiary to these Terms of Use.

(c) These Terms of Use and the relationship between you and Adaptive Business Management Systems Limited shall be governed by English law.

(d) The failure or delay by Adaptive Business Management Systems Limited to exercise or enforce any right or provision of these Terms of Use or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

(e) You agree that we may provide you with notices regarding the Services by email, post or postings on the website(s) related to the affected Services, in our discretion, and that we may rely upon the contact information you have provided as being accurate, complete and current. Except where these Terms of Use specifically provide for use of a different means or address for notice, any notice hereunder to Adaptive Business Management Systems Limited must be delivered by email to info@adaptivbms.com. This email address may be updated as part of any update to these Terms of Use.