

# MyTeamSafe Terms and Conditions

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The following Terms and Conditions govern all use of the MyTeamSafe Service, all content and products available at or through the Website and Service.

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the Service, You agree to become bound by the Terms and Conditions of this agreement. If You do not agree to all the terms and conditions of this agreement, then You may not access the Service or use any services.

## 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

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|------------------------------|---|
| <b>“Account”</b>             | means collectively the personal information, Payment Information and credentials used by Users to access or use the service;  |
| <b>“Content”</b>             | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Service;  |
| <b>“MyTeamSafe”</b>          | Is owned and run by HILLINGAR Ltd, registered in England and Wales, Number 06601828, registered office 178 Church Road Hove, East Sussex, BN3 2DJ.<br>It includes, but not limited to, all intellectual property, and all other trademarks, service marks, graphics and logos for MyTeamSafe® and HILLINGAR®; |
| <b>“Service”</b>             | means collectively, but is not limited to, any products, web-based, applications, tools, services or information provided by MyTeamSafe now or in the future;   |
| <b>“Subscription”</b>        | Means the reoccurring payment of a chosen level of functionality/service type, paid monthly or annually;  |
| <b>“Payment Information”</b> | means any details required for the purchase of Services from this Service. This includes, but is not limited to, credit / debit card numbers, bank Account numbers and sort codes;  |
| <b>“You”</b>                 | means the person / organisation that subscribes to the Service, including any other user that you provide access to the Service.  |
| <b>“Website”</b>             | means the Service that you are currently using (www.MyTeamSafe.com and www.HILLINGAR.com) and any sub-domains of this site, unless expressly excluded by their own terms and conditions.  |

This Service is offered, subject to your acceptance without modification, to all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, MyTeamSafe Privacy Policy) and procedures that may be published from time to time on this Site (collectively, the Agreement).

## 2. Privacy Policy

We are committed to protecting your privacy. Authorised employees within the company, on a need to know basis, only use any information collected from individual customers for the provision of this Service. We review our systems and data to ensure the best possible service to our customers. Any identified offences and unauthorised actions against MyTeamSafe's systems and data will be investigated and passed onto local authorities to prosecute/or to take civil proceedings to recover damages against those responsible.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by MyTeamSafe will only be in connection with the provision of agreed Services.

## 3. Your Account

You are fully responsible for all activities that occur under the Account and any other actions taken in connection with the Account. You must not use your Account in a misleading or unlawful manner, or otherwise likely to cause MyTeamSafe liability. You must immediately notify MyTeamSafe of any unauthorised uses of your Account or any other breaches of security. MyTeamSafe will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

## 4. Payment and Renewal

By selecting a Subscription you agree to pay MyTeamSafe the monthly or annual subscription fees indicated for that service. Payments are charged on a pre-pay basis on the day you sign up for and will cover the use of that service for a monthly or annual subscription period as indicated. Subscription fees are not refundable.

MyTeamSafe holds no Payment Information only the necessary details to confirm payment and Subscription entitlement for provision of services. MyTeamSafe uses 3<sup>rd</sup> Party payment service provider that has been audited by a PCI-certified auditor, and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available.

## 5. Fair Usage Policy

Apart from our standard Terms and Conditions (the Agreement) there are no restrictions on the usage for the MyTeamSafe Service, as long as the Service is used as it was designed and intended, for the chosen Subscription. A specific fair usage restriction applies to the Text / SMS notification and reply element.

Each Subscription is subject, at all times, to our fair usage policy, based on a monthly maximum limit of text/SMS messages sent/received. See Appendix A for Subscription Limits.

We will notify You by email if this is breached. If You breach this limit for 2 or more months in a 12 month period You will be requested to change your Subscription or pay for an additional bundle/block of text messages, at a cost of 10 pence per message. Your Service will not be disrupted during this time. If you do not act upon these requests, we reserve the right to cancel the Service with immediate effect.

### **Appendix A**

Duo – not applicable as no texts in this plan

Team – 150 texts

Team Pro – 500 texts

Enterprise – 3,000 texts

## 6. Automatic Renewal

Unless you notify MyTeamSafe before the end of the applicable Subscription period that you want to cancel a Subscription, your Subscription will automatically renew and you authorise us to collect the then-applicable annual or monthly subscription fee (as well as any taxes) using any credit card or other payment mechanism we have on record. Subscriptions can be cancelled at any time in the Company payment section. Any unused Subscription fees are not refundable.

## 7. User Feedback

Except for personal information, if you transmit to or otherwise provide to MyTeamSafe any feedback (such as questions, comments, suggestions, or the like) or data or materials ("User Feedback"), such User Feedback shall be deemed to be non-confidential and non-proprietary. MyTeamSafe shall have no obligation of any kind with respect to such User Feedback and shall be free to reproduce, use, disclose, modify, display and distribute the User Feedback to others without limitation. By transmitting such User Feedback to MyTeamSafe you are deemed to grant to MyTeamSafe a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license (with rights to sublicense) to use any ideas, concepts, know-how or techniques contained in such User Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such User Feedback.

You are prohibited from transmitting to the Service any unsolicited chain letters or "spam", or any threatening, harassing, libellous, false, defamatory, offensive, obscene, or pornographic material, or other material that would violate any applicable law or regulation, including but not limited to any federal or state laws or regulations governing equal employment opportunities. However, if such communications do occur, MyTeamSafe will have no liability related to the content of any such communications.

## 8. Intellectual Property

This Agreement does not transfer from MyTeamSafe to You any MyTeamSafe or third party intellectual property, and all rights, title and interest in and to such property will remain (as between the parties) solely with MyTeamSafe, and all other trademarks, service marks, graphics and logos used in connection with MyTeamSafe or the Service are copyrighted and/or trademarks of MyTeamSafe licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any MyTeamSafe or third-party trademarks.

## 9. Changes

MyTeamSafe reserves the right, at its sole discretion, to modify or replace any part of this Agreement. We will inform You that a change has occurred. It is your responsibility to check this Agreement. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. MyTeamSafe may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## 10. Termination

MyTeamSafe may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately.

If You wish to terminate this Agreement or your MyTeamSafe Account, You must cancel your Subscription in the Administration section.

MyTeamSafe will automatically delete all Account and user information 30 days after the end of the Subscription period.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 11. Disclaimer of Warranties

The Service is provided as is. MyTeamSafe and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither MyTeamSafe nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk.

## 12. Limitation of Liability

In no event will MyTeamSafe or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; (iv) any costs or fees related to third party services managed on behalf of users, violation of the terms of third party services, or failures of third party services; or (v) for any amounts that exceed the fees paid by You to MyTeamSafe under this agreement during the previous Subscription period prior to the cause of action. MyTeamSafe shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## 13. General Representation and Warranty

You represent and warrant that (i) your use of the Service will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside) and (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of MyTeamSafe or any third party.

## 14. Indemnification

You agree to indemnify and hold harmless MyTeamSafe, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorney's fees, arising out of your use of the Service, including but not limited to your violation of this Agreement.

## 15. Miscellaneous

This Agreement constitutes the entire agreement between MyTeamSafe and You concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorised executive of MyTeamSafe or by the posting by MyTeamSafe of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Service will be governed by the laws in the United Kingdom.

## 16. Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us part of our website or via Company literature or via the Company's stated telephone or mobile telephone numbers. This company is registered in England and Wales, Number 06601828, registered office 178 Church Road, Hove, East Sussex, BN3 2DJ.