

WELCOME TO SIMPRIS'S WEB PROJECT MANAGEMENT SYSTEM (THE "SERVICE"). PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN THE LEGAL TERMS AND CONDITIONS THAT GOVERN YOUR USE, SUBSCRIPTION AND ACCESS OF THE SERVICE.

This Agreement (the "Agreement" or "TOS") is between Simpris and the Customer as applicable. You are the "Customer" under this Agreement if you by clicking or tapping on a button indicating your acceptance of this Agreement, by executing a document that references this Agreement, or by using the Services. If you are an organization, the individual who agrees to this Agreement on your behalf must have the authority to bind you to this Agreement.

Services

Availability. The Simpris Services is provided "as is" and "as available".

Support Services. Simpris may need to access your account in order to deliver support and customer services.

Changes to Services. Simpris continually changes and improves the Services. The Customer's use of any new features and functionality added to the Services may be subject to additional or different terms relating to such new features and functionality. Simpris may alter or remove functionality from the Services at any time without prior notice. Simpris will inform the Customer of any additional or different terms as set out in Section 7.1.

Suspension of Services. Simpris may limit or suspend the Services from time to time at our discretion (for example, to perform scheduled maintenance). If Simpris limits or suspends the Services, we will endeavor to give the Customer reasonable advance notice so that the Customer can plan around it. However, there may be some situations, such as security emergencies, where it may not be practicable for Simpris to give advance notice. Simpris will use commercially reasonable efforts to narrow the scope and duration of the suspension or limitation as is needed to resolve the issue that prompted such action.

Third Party Services. If the Customer uses any third party service with the Services (including services which use any application programming interface (API) provided by Simpris), the Customer acknowledges that the service may access or use the customer's information. Simpris will not be responsible for any act or omission of the third party, including such third party's use of the customer's information. Simpris does not warrant or support any such third party service, and the Customer should contact that third party for any issues arising from the Customer's use of the third party service.

Customer obligations

Valid contact information. You must provide a valid email address for your account.

Accounts. Only one free account per person or legal entity is allowed. You must be 16 years or older to use the service.

Illegal activity. The customer is responsible to ensure that the Service is not used for any illegal or abusive purposes.

Account Security. The Customer is responsible for maintaining the confidentiality of passwords and any other credentials used to access its Accounts.

The Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and will terminate any unauthorized use of which it becomes aware.

The Customer, and not Simpris, is responsible for any activity occurring in its Accounts (other than Simpris's direct activity which is not performed in accordance with the Customer's instructions), whether or not authorized.

The Customer will notify Simpris promptly if the Customer becomes aware of any unauthorized access or any other breach of security to its accounts.

Privacy. The Customer consents to the transfer, processing, and storage of information on the Customer and its employees including any personal data ("Customer Information") in accordance with this Agreement, including Simpris's "privacy policies". The Customer agrees with Simpris's privacy policies (<http://www.simpris.com/privacy-policy.html>).

Backups. The Customer is responsible for maintaining, protecting, and making backups of all information directly and indirectly processed by the Customer using the Services ("Customer Data") the Customer Data. Simpris will not be liable for any failure to store, or for loss or corruption of, the Customer Data or content in an Account.

Exploit. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Simpris.

Payment and Billing

Customer information. You must provide Simpris with accurate customer and billing information and keep this information up to date.

Billing. By subscribing to the Service the customer gives Simpris the right to charge the submitted credit card, or bill the customer via other payment methods, for fees connected with the Service such as renewal fees, subscription fees or fees for extra services.

Billing cycle. The Simpris Service is a subscription service. You pay in advance for each billing cycle on the first day of that cycle.

Renewal. Your Simpris account will be renewed automatically until you cancel the Service.

Extra service fees. The Customer is responsible for all charges incurred related to your Simpris account, including any applicable taxes or extra service fees.

Trial period. The first 60 days of a new, paid account are free of charge and act as a free trial period. Unless you cancel your paid account or change it to a free account before the billing is processed on the 60th day after signup you will be billed for the first billing cycle (the one you chose when signing up).

Price Changes. Simpris may change the fees charged for the Services at any time, provided that, for any fees billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of the Customer's subscription. Simpris will provide the Customer with reasonable prior written notice of any change in fees to give the Customer an opportunity to cancel auto-renewal on the Customer's subscription before the change becomes effective.

Upgrading and Downgrading of Accounts

Changing account type. You can at any time upgrade or downgrade to a different Simpris account type inside the Simpris control panel. The change to your account type will take effect immediately and apply to all future invoices. This will not apply to customers with an Enterprise account.

Billing procedure for upgrade. After an upgrade you will be billed immediately for the remaining time until the next renewal (the amount will be reduced with what you have already paid).

Billing procedure for downgrade. After a downgrade you will be billed at the next renewal date.

Cancellation and Termination of Service

Cancellation. You may at any time cancel your Simpris account inside the Simpris control panel provided that any past invoices have been paid. Simpris also accepts cancellations via email or phone if you give the correct account number and Simpris can verify the account number by subsequent follow up email. Simpris reserves the right to discontinue the Service at any time after a 30-day notice via email.

Termination. In case of any breach of the Agreement by the Customer (including any late or non payment), Simpris may terminate this Agreement with immediate effect without any liability to the Customer.

API Usage

Availability. The Simpris API is provided “as is” and “as available”.

Throttling. Simpris reserves the right to limit the amount of allowed requests to the API (throttling).

Blocking. Simpris reserves the right to block the use of the API entirely for specific accounts or IP addresses if they are deemed by Simpris to be using the API in an illegal, abusive or otherwise excessive manner.

Changes to Terms of Service

Changes to TOS. Occasionally we may, in our sole discretion, make changes to these Terms of Service. We announce important changes to our TOS upon logging in to your Simpris account. The current TOS are always available at Simpris’s webpage <http://www.simpris.com/terms-of-service.html>. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

Use of Customer’s Name and Company Name

Use of customer name. Simpris reserves the right to use your name and/or company name as a reference for marketing or promotional purposes on the Simpris.com website and other communication with existing or potential Simpris customers. To decline Simpris this right you need to email support@Simpris.com stating that you do not wish to be used as a reference.

Intellectual Property

Ownership and Rights. As between the parties, the Customer retains ownership of all intellectual property rights in the Customer Data and its trademarks etc, and Simpris retains ownership of all intellectual property rights in the Services.

Brand and Trademark. Except as permitted by Simpris’s brand and trademark use policies, this Agreement does not grant the Customer any right to use Simpris’s trademarks or other brand elements.

Information Rights and Publicity

Processing and Statistics. Simpris reserves the right to process and aggregate data for analysis and statistics.

Publication. Simpris will not publish or use identifiable customer data in marketing or any other public purpose without explicit consent from the customer.

Sharing of data. Simpris will not share any Customer Information with any third parties unless:

Simpris has your consent for any Customer Information or any third party's consent for the third party's Customer Information;

Or

Simpris concludes that it is required by law or has a good faith belief that access, preservation or disclosure of Customer Information is reasonably necessary to protect the rights, property or safety of Simpris, its users or the public;

Or

Simpris provides Customer Information in certain limited circumstances to third parties to carry out tasks on Simpris's behalf (e.g., billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by Simpris.

Processing of personal data. When providing the Services, Simpris shall, and shall procure that its subcontractors shall:

at all times take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data; and

shall not transfer any personal data without appropriate consent and clearance and

only process the personal data in accordance with the instructions given by the party responsible for the personal data.

Security

Customer Data. Simpris will store and process Customer Data in a manner consistent with industry security standards. Simpris has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data.

Notification of Security Breach. In the event of a security breach that may affect you or anyone using the service, we'll notify you of the breach and provide a description of what happened. The Customer is responsible to take immediate action on such notification, if necessary, in order to minimize the possible impact of the security breach.

Confidentiality

Definition. "Confidential Information" means information disclosed by a party to the other party in connection with the use of the Services that is marked as confidential or would reasonably be considered as confidential under the circumstances. Customer Data and Customer Information is the Customer's Confidential Information. Despite the foregoing, Confidential Information does not include information that:

is or becomes public through no fault of the recipient;

the recipient of the Confidential Information already lawfully knew;

was rightfully given to the recipient by a third party; or

was independently developed by the recipient without reference to the disclosing party's Confidential Information.

Confidentiality. Each party will:

protect the other party's Confidential Information using commercially reasonable efforts; and

not disclose the Confidential Information, except to affiliates, employees, contractors, agents, and professional advisors who need to know it and who have agreed in writing to keep it confidential.

Each party (and any permitted recipient to whom a party has disclosed Confidential Information of the other party) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Nothing in this Agreement will prevent Simpris from using or disclosing the Customer's Confidential Information in any manner permitted by Simpris's privacy policy (<http://www.simpris.com/privacy-policy.html>).

Compelled Disclosure. Each party may disclose the other party's Confidential Information when required by law or legal process, but only after it, if permitted by law:

uses commercially reasonable efforts to notify the other party; and

gives the other party the opportunity to challenge the requirement to disclose.

Contracting Entity

Simpris. The Service is provided by Goodly Code Limited (registered UK company no 06071854) and the references to "Simpris", "we", "us", and "our" are references to Goodly Code Limited, a British company located at 51 Hambling Drive, Beverley, East Riding of Yorkshire, HU17 9GD, United Kingdom.

Assignment

The Customer will not delegate, subcontract, transfer or assign this Agreement or any of its rights or obligations, without the prior written consent.

Other Terms

Entire Agreement. This Agreement (including any documents incorporated herein by reference to a URL or otherwise), and any sales quote or other sales document prepared for the Customer by Simpris referencing this Agreement ("Sales Document") constitute the entire agreement between you and Simpris and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by the Customer do not apply to the Services, do not override or form a part of this Agreement, and are void.

Precedence. To the extent any conflict exists between them, any sales document provided by Simpris prevails over this Agreement, and this Agreement prevails over any additional terms with respect to the Services not approved by Simpris in writing.

Force Majeure. Neither Simpris nor the Customer will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or internet disturbance) that was beyond the party's reasonable control.

Independent Contractors. The relationship between Simpris and you is that of independent contractors, and not legal partners, employees, or agents of each other.

Disclaimer

Disclaimer. Simpris gives no warranties regarding the correctness of the data collected with the Service or any potential corruption or loss of such data.

Third party. Simpris may use third party vendors and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the Service. Simpris is not responsible for any failures attributable to third parties.

Warranties

Warranties. You understand and agree that the Service is provided "as is" and Simpris, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Simpris's servers. Simpris, its affiliates, suppliers and Resellers make no warranty or representation regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You. No oral or written information or advice given by Simpris or its authorized representatives shall create a warranty or in any way increase the scope of Simpris's obligations. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Simpris, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

Embargoes. The Customer represents and warrants that it is not barred by any applicable laws from being supplied with the Services. The Services may not be used in any country that is subject to an embargo by the United States or European Union applicable to the Services. The Customer will ensure that:

it does not use the Services in violation of any export restriction or embargo by the United States; and

it does not provide access to the Services to persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals.

Limitation of Liability

General. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Liability. You expressly understand and agree that Simpris shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Simpris has been advised of the possibility of such damages), resulting from e.g. (but not limited to):

the use or the inability to use the Simpris service;

the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Simpris service;

unauthorized access to or alteration of your transmissions or data;

statements or conduct of any third party on the Simpris service; or

any other matter relating to the Simpris service.

Responsibility of decisions. Any decisions or claims you make based on data from the Simpris Service are your sole responsibility. Simpris shall not be held liable for any such decisions or claims.

Damage and losses. In no event shall Simpris's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for using the Service during the 12 months preceding the event causing the loss.

Indemnification

Indemnification. You agree to indemnify, defend and hold harmless Simpris and its officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Simpris Service, your violation of the TOS or your infringement, or infringement by any other user of your account, any intellectual property or other right of any person or entity.

Other

Competent authority. If any part of this Terms of Service would be determined by any competent authority to be invalid, unlawful or unenforceable, the remainder of the Terms of Service shall continue to be valid and enforceable to the fullest extent permitted by law.

Dispute

Governed law. This contract shall be governed by the substantive law of the United Kingdom where Goodly Code Ltd has its domicile.

Dispute. The Kingston Upon Hull Combined Court in the United Kingdom shall solve any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof. Notwithstanding this, Simpris will be entitled to enforce any infringement of Simpris's intellectual property and any non-payment of fees due to Simpris in the courts of any jurisdiction in which such infringement is occurring or in which the Customer is incorporated.