



## **Website Terms and Conditions**

### **1. Introduction**

Throughout these Terms and Conditions the terms "you" and "your" refer to you the customer using our website or registering to use the Services and the terms "we", "our", "us" and the "Company" refer to Datahug Limited with company number 477762 and registered address at 9 Windsor Place, Pembroke st Lower, Dublin 2, Ireland, and our subsidiaries and related companies.

### **2. Registration**

We reserve the right to refuse your application for registration. If you choose to register with us, you agree to provide accurate and complete registration information and you agree to notify us of any changes to that information. You must register using your real name. Your right to access our website and use the Services is a personal non-transferable right. No other person or entity is authorised to access the website or the Services using your registration details and you are responsible for preventing such unauthorised use. You are responsible for all activity occurring under your registration details and account. You shall immediately notify us of any unauthorised use of your registration details and/or your account with us.

### **3. The Services and Service Policies**

The website provides a professional networking and information service (the "Services") which enables you to access more information about those with whom you and your related users have relationships with and to link your Datahug account to your email accounts and social networking accounts (the "Data"). This, through Datahug, enhances your network of connections and provides more efficient access to the information that matters to you. Upon payment of the applicable fees, we grant to the customer ("you"), for your internal use, a non-transferable, non-sublicenseable, non-exclusive right to use the Services. The Services are not intended to be used for the storage of excessive amounts of documents and other items not consistent with the management of day-to-day business affairs and you agree to comply with our Terms of Service and Acceptable Use Policy which are incorporated herein by this reference and are posted elsewhere on our site. These documents can be updated from time to time without notice. Our provision of the Services to you is also subject to our Privacy Policy [www.datahug.com/Content/pdf/Datahug-PrivacyPolicy.pdf](http://www.datahug.com/Content/pdf/Datahug-PrivacyPolicy.pdf). The Privacy Policy can be updated from time to time without notice. By using the website you agree to the use and processing of your data and information in accordance with the Privacy Policy. We provide an overview of our Security protections at [www.datahug.com/Content/pdf/Datahug-SecurityOverview.pdf](http://www.datahug.com/Content/pdf/Datahug-SecurityOverview.pdf).

### **4. Source of Data**

The Data stored and accessed via the Services can be provided to us from a number of sources. You may provide us with the Data directly or by granting us permission to retrieve the Data from elsewhere on the Internet. We do not accept any responsibility for the accuracy, timeliness, delivery, non-delivery or loss of any of your Data or account details. Please note that where we display Data that we have obtained directly from your third party email providers, such Data may be more up-to-date if obtained directly by you from the relevant provider. We do not read or store the contents of your emails but look at the "header" information of the email only including From, To, CC, BCC, Date, Time, Subject, Size and attachment summary information.



## **5. Rights Granted by You**

By submitting your Data and account details to us through the Services, you hereby grant us a limited license to access, copy, use, store and display such Data and account details to the extent necessary to provide the Services to you. You represent and warrant that you are entitled to submit your Data and account details to us for the purpose of providing the Services to you, without any obligation on us to pay you any fees or without any other limitations. Where, using your account details, we retrieve your Data from third party providers from whom you receive a service, such rights to access, copy, use, store and display the Data are exercisable by us on your behalf as your agent and not as the agent of or on behalf of the relevant third party service provider.

## **6. Intellectual Property**

By using the website you agree that all information, communications, photography, text, images, graphics, trademarks, trade names, logo and other materials and services on the website (the "Content") are protected by copyright, trademark, database rights, sui generis rights and other applicable Irish and international intellectual property laws and treatise. All property rights, title and interest in and to the Content shall be at all times and for all purposes remain vested in the Company and/or its licensors, as the case may be. You agree not to copy, modify, transmit, display, distribute, perform, reproduce, licence publish, create derivative works from, transfer or sell any information contained on or forming part of the website, or otherwise use the Content for resale, re-distribution or for any other commercial use, without the consent of the Company and/or its licensors, as the case may be. All copyright, trademark and other proprietary notices must be left intact. Reproduction of all or part of the contents of the website in any form is prohibited, save that you are granted a non-exclusive, non-transferable license to access and use the website solely for the purpose of using the website and availing of the Services.

## **7. Your Representations and Warranties**

You represent and warrant to us that: (i) you have the capacity to accept and be bound by these Terms and Conditions; (ii) your use of the website and the Services complies with all applicable laws and regulations, including but not limited all legal protections against infringements of intellectual property rights and invasion of privacy; and (iii) your use of the website and the Services will comply with our Acceptable Use Policy.

## **8. Disclaimer and Exclusion of Warranties**

The website and the Service are provided to you on an "as is" and "as available" basis. We make no representation or warranties of any kind, express or implied, as to the availability or operation of the website or the Services. You expressly agree that you use the Services at your sole risk. We make no representation, warranty or guarantee that the website and/or the Content that may be available through the Services is free of infection from any viruses or other code that contains contaminating or destructive properties or that is intended to damage, surreptitiously intercept or expropriate any system, data or personal information. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions but nothing contained herein excludes or limits our liability for death or personal injury caused by our negligence or for our fraudulent misrepresentation. Neither the Service nor the website is intended to provide sales, account or networking advice. We are not a sales planner, account manager or networking advisor. The Services are intended only to assist you in your communication organisation and decision-making. Your business situation is unique and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly,



before making any final decisions or implementing any strategy based on information obtained through the Services, you should consider obtaining additional information and advice from your business advisors who are fully aware of your professional circumstances.

### **9. Limitation on liability**

We shall not in any circumstances be liable for any loss of data, business, profits, revenue, goodwill, reputation or for any special, indirect, consequential or economic loss, or exemplary, punitive or liquidated damages howsoever caused, even if we have been advised of the possibility of such damages. These limitations on liability apply regardless of the nature of any claim, whether based on breach of warranty, contract, tort or any other legal or equitable theory and whether or not the Company has been advised of the possibility of such damages. Notwithstanding the foregoing, in the event that the Company is liable to you, the entire liability of the Company to you for claims (whether in contract, tort or otherwise) arising out of or in connection with the Services will not exceed the total amount paid by you for the Services under these Terms and Conditions within the immediately preceding twelve (12) months.

### **10. Indemnification**

You agree to indemnify, keep indemnified, defend and hold harmless the Company, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable legal fees) arising from: (i) your use of and access to the Site and the Services; (ii) your violation of any of these Terms and Conditions or the Acceptable Use Policy; and/or (iii) your infringement of any third party right, including without limitation any third party intellectual property right. This indemnity will survive the termination or expiry of these Terms and Conditions.

### **11. Links to Other Websites**

The website may contain links to third party websites. We do not own or control such third party websites and only provide links to other locations on the internet for information purposes. Access to any other website through our website is at your own risk. Your use of third party websites is subject to the terms and conditions of use contained within each of those websites. The Company is not liable or responsible for the accuracy of any information, data, opinions or statements on those third party websites or for the security of any link or communication with those websites. The fact that we provide a link to a third party website does not mean that we endorse, authorise or sponsor such website.

### **12. Modification to the Website and the Services**

We reserve the right to modify, suspend or discontinue the Website and the Services at any time, with or without notice to you, and we are not liable to you or any third party should we exercise such rights. If you object to any such changes, your sole recourse is to discontinue using the website and the Services. Continued access and/or use of the website and/or the Services following notice of any such changes shall indicate your consent to and acceptance of such changes.

### **13. Termination**

We may terminate our agreement with you at any time. We will give you at least 30 days' prior notice of such termination. However in certain circumstances we can give you a shorter period of notice of termination (provided that such notice is reasonable). These circumstances include (i) where our security concerns require it; (ii) circumstances beyond our control, (iii) or in the event of fraud. Notwithstanding the foregoing, we may at any time and without



notice terminate our agreement with you and cancel your account if you breach any provision of these Terms and Conditions or the Acceptable Use Policy.

#### **14. Consequences of Termination**

In the event that your account is cancelled, it will be your responsibility to take such steps as are necessary (e.g. notify third party data providers) to ensure that, following the termination date, no Data will be sent for analysis to our analysis centre. Termination of our agreement with you will not affect any other rights or remedies we may be entitled to at law (or otherwise). Save as otherwise expressly provided, once our agreement with you pursuant to these Terms and Conditions comes to an end your right to access and use the website and the Services shall immediately cease.

#### **15. General**

(i) These Terms and Conditions are governed by and shall be construed in accordance with the laws of Ireland and all disputes shall be submitted to the exclusive jurisdiction of the Irish courts. (ii) These Terms and Conditions are effective from the date you first register with the website and accept the Terms and Conditions and will continue in force until terminated by either us or you. (iii) You may not assign, transfer or novate any of these Terms and Conditions, in whole or in part, to any third party and any attempt by you to do so shall be invalid. (iv) Should any part of these Terms and Conditions be held invalid or unenforceable, that portion will be construed in a manner which is consistent with applicable law and the remaining portions will remain in full force and effect. (v) Our failure to enforce any provision of these Terms and Conditions will not be considered a waiver of the right to enforce such provision. (vi) We may modify the Terms and Conditions or any policy referenced herein at our sole discretion at any time by posting a revised version on our website. By continuing to use the website or receive the Services after the effective date of any such revision you agree to be bound by the revised Terms and Conditions. (vii) These Terms and Conditions constitute the entire and only agreement between you and us, and supersede all other agreements, representations, warranties and understandings that relate to the subject matter of these Terms and Conditions.

Last modified: 4 December 2013