

DataQ Terms of Service

Introduction

DataQ is a cloud-based document management system, making it easy to organise, share and track electronic information. DataQ is a product of Latitude IT Limited. Latitude IT Limited ("**Latitude IT**", "**DataQ**" or "**we**") is a company registered in England and Wales (company number 03473343), VAT registration number GB766 3512 18.

This document, the Terms of service ("TOS or Terms") is a legal agreement between you and Latitude IT Limited.

Scope

By using, accessing or browsing the Services provided by Latitude IT, platform and products including applications, mobile applications, software, websites or other properties owned or operated by Latitude IT or by registering for an account ("**Services**") you are agreeing to be bound by these TOS.

If you are using the Services on behalf of a company or other legal entity, you are agreeing to these Terms for that company/entity and confirm that you have the authority to bind that company/entity to these Terms (in which event, "**you**" or "**your**" or "**customer**" will refer to that company/entity) unless that company/entity has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services.

The "**Customer**" refers to any company or end user, sub-contractor or agent who is able to access the Services provided by Latitude IT.

Where the Customer has their own Terms and Conditions, the Customer confirms that, by using the Services provided only these Terms shall apply, as well as individually negotiated written contract terms. Customer terms and conditions that diverge from these Terms only come into force if they have been agreed to in writing (with a signature) by a director of Latitude IT.

These terms apply to both free trial and paid for services provided by Latitude IT.

If you do not agree with these Terms, you must not complete your registration or use any of the Services.

CHANGES TO THESE TERMS

We reserve the right to modify these Terms. We will post the most current version of these Terms at www.dataq.co.uk . If you do not accept the changes, you must stop using all Services and cancel your account by emailing support@dataq.co.uk. Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated terms.

PRIVACY

In order to operate and provide the Services, we collect certain information about you. We use and protect that information as described in our Privacy Policy. A copy of our Privacy policy can be found at <https://www.dataq.co.uk/privacy-policy/> or by emailing us at support@dataq.co.uk. You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how DataQ collects, stores, and uses certain information.

CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By registering with Latitude IT or signing up for Services, you understand that we may send you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; and (c) promotional information and materials regarding Latitude IT's products and services. To unsubscribe from any promotional emails please follow the instructions provided in the communication.

Notices emailed to you will be considered given and received when the email is sent. If you don't consent to receive notices (other than promotional materials) electronically, you must stop using the Services.

Customers Obligations

Certain aspects of the Services may require you to obtain an account by completing a registration form and designating a user ID and password. When registering with Latitude IT you must: (a) provide true, current, and complete information about yourself on the registration form and (b) maintain such information so it continues to be true, current and complete.

You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Services. Only you may use your Latitude IT account and you are responsible for your account. If you become aware of any unauthorised use of the Services or your account, or have any questions about your account please contact us by emailing support@dataq.co.uk

If an organisation provided you with your account (e.g., an employer), you understand that this organisation has rights to your account and may: (a) manage your account (including suspending or cancelling); (b) reset your password; (c) view your usage and profile data, including how and when your account is used; and (d) manage the Content in your account.

The customer must not use the system in a way that can cause harm to other users or other customers of Latitude IT. The Customer undertakes to use any products provided by Latitude IT in accordance with these Terms and in accordance with the User Manual.

The customer is responsible for maintaining all content and user permissions for the system. Where we provide assistance, the customer accepts that we are acting on your instructions. It is the customers responsibility to maintain the active user lists and security permissions to ensure that content is distributed only in accordance with their requirements.

The customer shall treat the products of Latitude IT with due care and keep them in such a way that third parties cannot abuse the Services provided for the Customers benefit. The Customer is

liable for all damages for breach of duty and wilful or negligent damage caused by the Customer, his agents, sub-contractors, and companies.

The customer agrees to hold harmless and indemnify Latitude IT from any third-party claim which may arise from the use of the Service.

The customer acknowledges the benefits of ongoing product development and in return accepts that temporary maintenance time can be required to apply updates and upgrades.

The customer agrees to provide a valid Purchase Order number valid for the duration of the services to be provided. Where a valid Purchase Order number is not received in a timely manner services provided in advance of receiving any purchase order may be suspended immediately (without notice).

The customer agrees to pay Latitude IT within agreed terms. If no specific terms have been agreed our standard terms of 30 days applies. Any invoice disputes to be raised within 14 days of presentation by email or post.

Customers accept that invoices and account statements are issued by email.

The customer agrees to assist Latitude IT free of charge for rectifying any faults. The customer will notify Latitude IT about any defects immediately in order to afford Latitude IT a reasonable period of time to resolve any defect.

Our Services and Obligations

Latitude IT provides the Customer with the cloud-based product DataQ on a subscription basis subject to the agreed term and the limitations (if any) as specified in any formal quotation.

Latitude IT endeavours to provide a resilient environment but accepts no responsibility or liability in the event of failure of the product, irrespective of the cause of the failure.

We can make necessary deployments of changes, updates or enhancements to the Services at any time. We may also add or remove functionality or features, or we may suspend or stop the Services altogether.

Latitude IT reserves the right to discontinue the product and all specifications of the product due to technical or operational reasons. Latitude IT will notify the customer by email at least 2 months before such discontinuation.

Latitude IT cannot guarantee that there will be no loss of data or other damage caused, in particular, due to damage in the context of the Customer's internet connection during file transmission. Latitude IT is not liable for the aforementioned, regardless of any possible negligence by Latitude IT or one of their subcontractors.

SERVICE INTERRUPTION

Latitude IT provides the Customer with access to the DataQ Platform and its applications. Latitude IT is not liable for impairment to services or any resulting direct or indirect damage on the part of the Customer. In particular, impairment to services may occur due to communication errors (whether they are within the sphere of Latitude IT or not) or necessary maintenance by Latitude IT.

CONTENT

We call all the electronic documents that you upload and store on your account "**Content**". All Content uploaded by you into your account is yours. We do not control, verify, or endorse the Content that you or others put on the Services. You are responsible for: (a) all Content you place in your DataQ account(s) and share through the Services and (b) making sure that you have all the rights you need to the Content. In addition, by storing, using, or transmitting Content you cannot and will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 10).

You agree to provide Latitude IT (as well as agents or service providers acting on Latitude IT's behalf to provide the Services) the right to transmit, process, use and disclose Content and other information which we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, or (iv) to respond to an emergency.

COPYRIGHT COMPLAINTS AND REMOVAL POLICY

DataQ respects the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Content alleged to violate copyright laws or these Terms and reserve the right to terminate the account(s) of violators.

If you believe there has been a violation of your intellectual property rights, please email support@dataq.co.uk

CONFIDENTIAL INFORMATION

During your use of the Services, Latitude IT may share with you information that is confidential, sensitive or should be kept secret.

We both agree that: (i) we will treat each other's information with the same degree of care that we treat our own confidential information; (ii) will use each other's confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential ; and (iv) not share the information with any third party except as allowed in these Terms or through the Services. Of course, confidential information will always remain the property of its owner.

GEOGRAPHIC LIMITS - CONTENT STORAGE

The Services are provided from the United Kingdom. By using and accessing the Services, you understand and agree to the storage of Content and any other personal information in the United

Kingdom. However, you understand that you (or other people that you collaborate with) can access the Services (including Content) from outside of the United Kingdom (subject to applicable law) and that nothing prohibits the processing of other information outside of the United Kingdom.

ACCEPTABLE USE POLICY

You agree you will not, nor will you encourage others or assist others to harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organisation, or Latitude IT and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorised means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Latitude IT) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to violate any law to distribute malware or malicious Content; or (g) distribute, post, share information or Content you don't have the right to or that is illegal.

As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your DataQ user ID and any links or documents distributed through the Services.

SUSPENSION AND TERMINATION OF THE SERVICE

Contracts between Latitude IT and the customer remain in effect for an indefinite period of time unless otherwise expressly stipulated or concluded at the end of the given noticed period. The customer may request termination at any time and the contract will be terminated at the end of the agreed billing period. The customer waives any right to terminate the contract during the period in the product descriptions or individual agreements.

Termination can be requested or provided by email.

Where Latitude IT carries out an extraordinary termination with immediate effect, the customer has no claim against Latitude IT. An extraordinary termination may take place when –

The customer gives incomplete or inaccurate information or fails to provide the necessary forms of evidence.

The customer is in default of payment by 14 days or more and a time extension is not granted.

There is a reasonable suspicion that services have been misused, including by third parties.

We reserve the right to suspend or terminate your access to the Service at any time at our sole discretion. You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon termination you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or the Acceptable Use Policy terms. You must make such request within 14 days following termination otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this 14-day period.

THIRD PARTY SERVICES

Latitude IT may make available to you optional third-party applications, services or products, for use in connection with the Services ("**Third-Party Products**"). These Third-Party Products are not necessary for the use of the Services and your use (and any exchange of any information, license, payments etc., are between you and the third party provider) is solely between you and the applicable third party provider. Latitude IT makes no warranties of any kind and assumes no liability of any kind for your use of such Third-Party Products.

COPYRIGHT

All title and copyright belonging to Latitude IT or subcontractors of Latitude IT (including but not limited to any images, logos, design, text, video, software, technical documentation, configurations, graphics, other files, and their selection and arrangement as contained within our products and any accompanying materials digital or printed, and any copies of the Software) is protected by copyright laws and international copyright treaties, as well as other laws and agreements concerning intellectual property. The software is licenced, not sold.

Latitude IT or its licensors own and reserve all right, title and interest in and to the Services and all hardware, software and other items used to provide the Services, other than the rights we expressly grant to you to use the Services and Latitude IT Confidential Information. No title or ownership of any proprietary rights related to the Services or Latitude IT Confidential Information is transferred to you pursuant to these Terms.

If you provide comments, suggestions and recommendations to Latitude IT about a Service (e.g., modifications, enhancements, improvements) (collectively, "**Feedback**"), you are automatically assigning this Feedback to Latitude IT.

The customer may not make any backup of the software.

The customer is not entitled to reverse engineer, decompile, or disassemble the Software.

Warranty and Liability

To the extent not prohibited by law, Latitude IT and its affiliates (and associated service providers) (A) Provide the services "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE", (B) Make no representations or warranties or conditions whether express or implied (E.g. Warranty of Merchantability, Satisfactory quality, Fitness for a particular purpose, or Non-Infringement), and (C) Do not guarantee that the services will be uninterrupted, Error-free, or free of harmful components, that the content will be secure or not otherwise lost or damaged.

If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the services.

Latitude IT accepts no responsibility or liability in the event of failure of the product

To the extent not prohibited by law, in no event will Latitude IT, its affiliates, resellers, officers, employees, agents, suppliers or licensors be liable for: Any indirect, incidental, special, punitive, cover or consequential damages (Including, without limitation, damages for lost profits, revenue, goodwill, use or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise, even if Latitude IT has been advised as to the possibility of such damages.

Latitude IT is only liable for intentional and gross negligence and slight negligence in the case of personal injury.

Latitude IT is not liable for damages to Customer end devices, third party damages or consequential damages such as loss of earnings or loss of profit. Specifically excluded is a Customer warranty and liability for damages due to delayed projects resulting from the non-performance or poor performance of Latitude IT products. There is also no liability by Latitude IT for lost savings, lost data, indirect or consequential damages or damages resulting from claims from third parties. If liability cannot be excluded by law, the liability for any event causing damage is limited to £5000, the aggregated liability (total of all events causing damage) to £10000. If the actual damage is higher than £10000, claims by individual parties are to be reduced proportionally.

The aggregate liability of Latitude IT and its affiliates, Officers, Resellers, Employees, Agents, Suppliers or Licensors, relating to the services will be limited to the greater or: (A) One and a half times the most recent monthly or yearly fee that you paid for that service; Or (B) One hundred pounds (£100). The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Latitude IT is not liable for damage or defects which have occurred in connection with changing the software, changing the necessary system settings or application errors.

In relation to obligations due to force majeure such as war, terrorism, natural disasters, fire, strike, lockout, embargo, governmental intervention, failure of power supplies, failure of transportation, failure of telecommunication networks or data lines or through the unavailability of products that cannot be fulfilled in a timely or proper manner, this does not constitute a breach of contract.

The product should not be deployed in high risk, hazardous environments where fault tolerant performance is required or in any other application where the product could result directly in death, personal injury, severe property or environmental damage.

The customers end devices and internet connection are not Latitude IT Services. Latitude IT is not liable for any damages or defects that are beyond its control (in particular disruption to public communication networks, lack of system requirements etc.)

INDEMNIFICATION

To the extent not prohibited by law, you will defend Latitude IT against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content or information provided by you, or your use of the Services: (a) infringes a registered patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Latitude IT's actions); or (b) violates applicable law or these

Terms. Latitude IT will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

DISPUTE RESOLUTION AND GOVERNING LAW

You must comply with all domestic and international export laws and regulations that apply to your use of the Services, such as software. These laws include restrictions on destinations, end users, and end use.

You agree that the Terms, and your relationship with Latitude IT, shall be governed by the laws of the England and Wales without regard to its conflict of laws rules. We both agreed that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. We both agree that all claims can only be litigated in London, England and we each agree to personal jurisdiction of the courts located within London, England.

FEES and PAYMENTS

If you choose to subscribe to services provided by Latitude IT, you agree to pay the fees ("**Fees**") as quoted to you.

We may calculate taxes / VAT payable by you based on the billing information that you provide. Unless specifically stated all prices quoted are ex VAT.

The customer is responsible for all charges related to using the purchased Service (for example, data charges, currency exchange, bank charges or other expenses).

Additional administration charges and interest will be incurred where payment terms are exceeded in accordance with the Late Payments of Commercial Debts Act. All related costs incurred for recovery of late payments and the intervention of lawyers and collection agencies are to be borne by the Customer.

The customer agrees to pay the Fees in the currency quoted.

Latitude IT is entitled to unilaterally increase prices for its products and services and will inform the Customer at least one month in advance of such changes taking effect.

Any offsetting by the Customer against Latitude IT claims is excluded. The Customers right to retention is also excluded.

Customer payments will be credited against their earliest debts.

It is the customers responsibility to notify us in writing of their intention to cancel any ongoing service before the renewal date (month end unless a longer term has been agreed in which case the agreed term will apply). The customer remains liable to pay for the entire duration of service including all related outstanding invoices and the final invoice up to and including the final month in which termination was received. No refunds, or partial refunds are offered.

We offer competitive fees on the basis that payments will be received within agreed terms. In order to achieve this, we rely on valid purchase order numbers being presented in advance of any service provided. It is the customers responsibility to ensure they provide a valid purchase

order number and single point of contact to whom all invoices and statements can be issued electronically. Invoices, reminders, and statements are automatically distributed by email. As a customer you can access your account at any time online to view, print and download current and historic invoices.

The following events will be subject to additional administration charges –

- Where a service has been suspended due to non-payment (hosting or administration charges).
- A purchase order number on outstanding invoices must be changed as it is invalid or has changed (where we have not been advised prior to the change in purchase order number).
- Administration charges to supply paper copy invoices or statements are where electronic invoices must be resent manually.

In order to avoid administration charges and prevent any service interruptions we also accept payments by Direct Debit, or you may opt to pay in advance. Please contact us should you wish to take advantage of these facilities.

If you do not cancel in accordance with these Terms, the subscription for the Service will automatically renew at the then-current price and for the same subscription period as previously invoiced.

If you have any queries in regard to these Terms and Conditions please contact us by email at support@latitude-it.net