



1VIEW APPLICATION - END USER LICENCE AGREEMENT

This End-User Licence Agreement (“EULA”) is a legal agreement between you and 1View Solutions Ltd registered in England & Wales no. 5267605.

Please read this EULA carefully.

If you do not agree to the terms of this EULA, you are not entitled to use the Software and you must not proceed to log into the Application. You agree that this EULA is enforceable just like any written negotiated agreement signed by you. This EULA applies to any and all uses of the 1View Application (“Application”).

1. **Grant of Licence**

This EULA grants a licence (“Licence”) that permits you to use the Application. This Licence is non-exclusive and non-transferable. This Licence does not grant any rights to obtaining future upgrades, updates or supplements of the Application. If upgrades, updates or supplements of the Application are obtained, however, the use of such upgrades or updates is governed by this EULA and any amendments to it unless other terms accompany the upgrades, updates or supplements in which case those terms apply.

2. **Access to the Application**

Access to the Application is via a web browser and by using all or any part of the Application you accept all the terms and conditions of this EULA and the Terms and Conditions of Use.

3. **Terms and Conditions of Use**

The current effective Terms and Conditions of Use will always be accessible from the user log in screen and can be accessed for your reference prior to logging into the Application. 1View may at any time modify the Terms and Conditions without notice to you and your continued access or use of the Application will be subject to the Terms and Conditions in force at the time of such access or use. Accordingly, you should review the Terms and Conditions periodically as your continued access or use of the Application shall be deemed to be your acceptance of the amended Terms and Conditions.

<see below>

4. **Termination**

Without prejudice to any other rights, 1View may immediately terminate this EULA if you fail to comply with any of its terms and conditions. In such event, you must destroy any and all copies of any 1View proprietary material in connection with the Application. The provisions of this EULA, which by their nature are intended to survive termination, will remain in effect after termination of this EULA. 1View reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you through the use of the Application.

5. **Entire Agreement**

This EULA (including any addendum or amendment to it which may be supplied with the Application) and any other terms and conditions, if applicable, is the entire agreement between you and 1View relating to the Application and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Application or any other subject matter covered by this EULA. To the extent that the terms of any 1View policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall govern. Should any provision of this EULA be held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

6. **Translations**

The English version of this EULA is the controlling version. Any translations are provided for convenience only.

7. **Governing Law**

This EULA and any disputes related to this EULA or to the use of the Application or otherwise are subject to the laws of England. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. You hereby consent to exclusive jurisdiction of the English courts in respect of any disputes arising in connection with this EULA.



TERMS AND CONDITIONS OF USE OF THE 1VIEW APPLICATION

For the purposes of these terms and conditions, "1View" shall mean 1View Solutions Ltd registered in England & Wales no. 5267605.

1. **Acceptance of the Terms and Conditions**

1View provides access to the 1View Application to you subject to the terms and conditions of use set out herein ("T&C's"). By accessing, using, uploading or downloading data from the Application, you are deemed to have accepted and agreed to the T&C's. If you do not accept and agree to the T&C's, do not access, use, upload or download any data or information from the Application.

2. **Content of the Application**

Data shown in the Application is a translation of data you and/or 3rd parties have imported and is subject to user controlled amendments and selection criteria, consequently, whilst every effort is made to update the information contained on this Application on a regular basis, 1View makes no representations nor warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information, opinions, data and/or content contained on the Application and shall not be bound in any manner by any information contained on the Application. 1View reserves the right at any time to change the system features or discontinue without notice, any aspect or feature of the Application service. No opinions, research information, data or content contained on the Application should be construed as advice and all content is offered for information purposes only.

3. **Security of Imported Data**

The 1View system operates within a highly secure technology environment and utilises acknowledged and current security controls throughout. Imported Data is segregated by the system and only available to the supplier and/or to individuals authorised and allowed by the supplier, usually within the supplier's legal entity ("company"). The Supplier/Importer is responsible for compliance with all regulations, data protection and data retention. It is also the Importer's responsibility to ensure adequate backup of the data is maintained outside of the 1View system as 1View has no liability for any data or information uploaded or made available by 1View.

4. **Confidentiality**

"Confidential information" means any confidential information provided by you to 1View concerning your business, affairs, customers, clients or suppliers or any other information that would be regarded as confidential by a reasonable business person. 1View undertakes that it will not at any time disclose to any person your confidential information, except that 1View may disclose your confidential information: as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out 1View's obligations under these T&C's. 1View shall procure that all employees, officers, representatives or advisers to whom 1View discloses your confidential information comply with this clause. 1View shall not use your confidential information for any purpose other than to perform 1View's obligations under these T&C's.

5. **Copyright and Intellectual Property**

All rights, copyright and all intellectual property rights in and to all materials, texts, drawings and 1View system features made available on the Application (collectively "materials") are either owned by 1View or 1View is the lawful user thereof and are protected by the relevant intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights. The trademarks, names, logos and service marks (collectively "trademarks") displayed on the Application are the registered and unregistered trademarks of 1View.

6. **Links to Third Party Sites**

1View is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. 1View is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by 1View of the third-party site or service.



7. **Third Party Rights**

A party which is not a party to these T&C's has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of these T&C's but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

8. **Force Majeure**

1View will not be liable for delay or default in the performance under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labour disputes ("Force Majeure event")

9. **Warranties and Disclaimers**

To the maximum extent permitted by applicable law, 1View provide the Application "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Application, and the provision of or failure to provide support or other services, information, software, and related content through the Application or otherwise arising out of the use of the Application. 1View provides no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regards to the Application. 1View shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and/or use of the Application and any information contained within the Application and you waive any and all claims which you may have against 1View in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or your dependants as a result of or which may be attributable directly or indirectly to the aforesaid. These limitations of liability shall apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and regardless of whether either party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, 1View shall not be liable for any indirect, contingent or consequential loss (including but not limited to loss of business or loss of profits) incurred or sustained by you or any third party howsoever arising in respect of your use of or reliance on the Application or any information offered on or via the Application.