

FAB TERMS AND CONDITIONS

1. PRODUCT

FAB Solutions Limited, hereafter referred to as 'FABSL' i) operate and sell internet based computer software, ii) provide web hosting services, iii) design and develop computer software solutions and iv) supply IT staff on a contract basis. FABSL core product is known as FAB+ and is offered both directly and through channel resellers. FAB+ is an internet based 'business process management' application.

2. PRICING

Pricing is offered in a range of international currencies and excludes TAX, which will be applied at 20% where applicable. FABSL pricing for the range of services and software can be found on the FABSL website, within the FAB+ system and upon request. FABSL reserves the right to vary pricing and discounts on giving you no less than 14 days' notice.

3. INVOICING

A tax invoice is available upon request. All invoices are sent monthly by email unless otherwise requested. Copy invoices are available on request and will be delivered by email.

4. PAYMENT

Payment is made by standing order or bank transfer. Payment is due in advance, at the beginning of each billing period.

5. FREE TRIAL

The free trial period is 10 days, and begins when your account is activated. An email is sent automatically to the account holder when the account is activated. You will be asked to provide payment information and billed on a monthly basis to begin the first day following the free trial period. If you provide your billing information during the trial you will not be billed until your trial period is complete. You may cancel anytime during the trial period. The free trial includes everything. As many users as you like and all of the add-ons you can handle. Also feel free to contact the help desk any time you need for free support.

6. CONTRACTS AND GOVERNING LAW

As a customer of a UK business you are protected by UK law. In particular we seek to meet our obligations under:

- The Trade Descriptions Act 1968
- The Sale of Goods Act 1979
- The Unfair Contract Terms Act 1977
- The Supply of Goods and Services Act 1982
- The Consumer Credit Act 1974
- The Consumer Protection Act 1987
- The Data Protection Act 1998

Under this agreement you agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or in connection with the service.

7. OUTBOUND MESSAGE CONTENT

FABSL processes inbound messages on an automated basis. Messages are delivered automatically by email and SMS text

messaging. FABSL is not responsible for the contents of a message or of its accuracy. FABSL transmits messages in good faith and cannot be held responsible for the views or opinions of any message content, save for administrative messages generated by FABSL. Examples of such administrative messages are password confirmation emails, service change emails and SMS text messages, and monthly billing emails.

8. CLIENT DATABASE CONTENT

FABSL provides clients with a facility to save content data and information in a central database. FABSL is not responsible for the contents of client's data or of its accuracy. FABSL transmits messages and presents content data in good faith and cannot be held responsible for the views or opinions of any message content, website content or letters and correspondence generated by FABSL using client's data, save for administrative messages generated by FABSL. Examples of such administrative messages are password confirmation emails, service change emails and SMS messages, and monthly billing emails.

You agree to indemnify us against any costs or losses we may incur as a result of any claims or legal proceedings that are brought or threatened against us by any third party as a result of data you have added to your FABSL database.

9. DATA BACKUP AND RECOVERY

The FAB+ system is backed-up daily. Should it be necessary to recover the database, FABSL cannot guarantee the integrity of data added since the last backup procedure. A full system data recovery may result in the loss of some information since the backup files were created. We cannot guarantee the recovery of individual client data deleted by accident or other means. A charge therefore will be made to attempt the recovery of individual records deleted by the client. Users should ensure a local copy of all data is kept. We do not guarantee integrity or availability of data beyond our best endeavours.

10. APPROPRIATE USAGE OF SERVICE

When you register, you must submit correct information regarding your identity, organisation and address details. It is not permitted to use any of the FABSL services for illegal or unreasonable activities. Customers who send threatening or demeaning messages, or present misleading, insulting or illegal information will have their account at FABSL closed without notice. FABSL provide facilities to upload photographic images for the purpose of promoting real estate, recruitment opportunities and other business related activities. Only business related images may be uploaded without written agreement from FABSL. Company logos and direct links to websites with the intent to spam or promote the users own organisation may be considered an inappropriate use of the system and can incur a charge from FABSL equivalent to the current 'Enterprise Account charge' as published on the website. FABSL does not permit SMS or Email "spam" and will close the account of any person or organisation who engages in unsolicited bulk messaging which is considered nuisance or inappropriate. Deliberate misuse of the FABSL service, including obtaining text message credits by deceit, will cause the customer account to be

closed immediately. In the event of closure of the account any outstanding monies will fall due immediately.

If you have not followed the above guidelines, you agree to indemnify us against any costs or losses we may incur as a result of any claims or legal proceedings that are brought or threatened against us by any third party.

11. SECURITY

During registration of your account we will issue you with an administrator password which will enable you to create additional user accounts. These are essential for your organisation's secure use of the service. You will be responsible for keeping this information confidential and agree to take all necessary steps to ensure that it is kept secure and not disclosed to any unauthorised person. If you believe that your user credentials have been discovered or are being misused by someone else, then you must notify us immediately through the support system and take all steps necessary (or requested by us) to prevent such use. If we think there is likely to be a misuse of the 'services' because of a breach of security we may either suspend your use of the 'services' or change your password and then notify you that we have done this.

12. LIMITATION OF LIABILITY

We shall not be liable to you in contract, tort (including negligence) or otherwise for any damage or loss arising from the consequences of viruses received by you via the Services or of our failure to provide the Services in accordance with these Terms and Conditions; or any economic losses (including loss of business, contracts, profits, revenues, capital or anticipated savings), any indirect, special or consequential loss, loss of data, goodwill or reputation or for any wasted expense including but not limited to the cost of using any other service or losses caused by viruses.

Except for our liability for death or injury as a result of our negligence any liability we may have to you whether in contract, tort (including negligence) or otherwise for any loss or damage suffered by you in relation to the provision of the Services is limited to £1 in any 12 month period.

13. INTELLECTUAL PROPERTY RIGHTS

You agree to enter into any software license agreement reasonably required by FABSLS in respect of any software made available to you under this agreement. Details of the software license agreement are available on request. You acknowledge and agree that all intellectual property rights in the services and any associated software are vested and shall remain vested in FABSLS, or its suppliers, as appropriate. All data, images and other electronic documents and files contained within the system, and sent to external partners shall remain the copyright and intellectual property of FABSLS.

14. INTELLECTUAL PROPERTY RIGHTS INDEMNITIES

FABSLS will indemnify you against all claims and proceedings arising from the infringement of any intellectual property rights by reason of FABSLS's provision of the services and associated software to you. As a condition of this indemnity you must:

i) Notify FABSLS promptly in writing of any allegation of infringement;

ii) Make no admission relating to the infringement;

iii) Allow FABSLS or its agents to conduct all negotiations and proceedings and give all reasonable assistance in doing so. and,

iv) Allow FABSLS or its agents to modify the services or associated software, or any item provided as part of the services or associated software, so as to avoid the infringement provided that the modification does not materially affect the performance of the services. This indemnity does not apply to infringements caused by the use of the services in conjunction with other software not approved by FABSLS, or to infringements caused by designs or specifications made by you, or on your behalf. You will indemnify FABSLS and its agents against all claims, proceedings and expenses arising from such infringements or alleged infringements.

15. FORCE MAJEURE

We are not liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines, or other equipment; fire; flood or storm).

16. DATA PROTECTION AND PRIVACY

FABSLS undertakes to comply with all applicable UK Data Protection legislation. FABSLS also expects our client's to comply with UK Data Protection legislation and remove data from the database as required. We operate a privacy policy and reserve the right to publish the names and logos of our customers in our marketing material. We determine and distribute data to third party companies for the purpose of promoting and advertising our client's data. We reserve the right to determine the destination of the data. Subscribers and visitors of the website also explicitly agree to the use of cookies to provide authentication and tracking. Customers who implement features of the FAB+ system on their own website to collect and display data, also agree to notifying their visitors to use of cookies for authentication and tracking. Data, files and content designs stored within the system, in the database and on storage media is the ownership of FSL.

17. NON-DISCLOSURE

Use of the FABSLS system is strictly on a non-disclosure basis. Under no circumstances should access to the system be provided to a third party without our express written consent. All comments and opinions on the usability, customer service, range of features and any other observations on forums, social networks, blogs and websites are strictly prohibited without our express written consent.

18. COMPLAINTS / CUSTOMER SERVICE

We care about our customers and endeavour to provide a complaints process that is fair, confidential and effective. FABSLS strives to provide a quality service to its clients at all times. If,

however, we fail to meet our obligations or we disappoint you in some way, we encourage you to share with us our failings as soon as you are able to. We will then make all reasonable efforts to address your concerns within one working day.

19. TERMINATION

Subscribers must provide 60 days written notice of termination. Termination may not occur before the end of the agreed contract period. Service shall cease 60 days from the date notice is given. FABSL reserves the right to limit or suspend use of the service without notice in the event of in-appropriate use, or non-payment of overdue invoices of monies owed. FABSL also reserves the right to suspend your use of the service without notice if you fail to comply with these conditions of use. In the event of termination or suspension of service any monies owing become due immediately for up to the end of the billing period.

20. VARIATION

FABSL reserves the right to vary the terms of this Agreement or the nature of the Service at any time. FABSL will inform you of any such changes through email, or such other medium, as FABSL considers appropriate.

21. NOTICES

Any notices must be sent by receipted e-mail, post or delivered by hand as follows:

- To you, at the address you have given us or the email address given to us in your registration details
- To us by email by post to the contact details below.

In the case of notices sent by email, such notices shall have been deemed to be received when capable of being accessed by you. In the case of notices sent by post, such notices shall have been deemed to be received on the second business day after posting.

22. SERVICE LEVEL

Infrastructure availability is quoted at 99.9% with hardware systems support available 24 hours per day, 365 days per year. Application support is provided within the integrated support system with an expected response within 48 hours. Service and technical support is provided on a best endeavour basis.

23. CONTACTS

FAB Solutions Limited

Address: Woodside House, Pine Walk, West Moors, Dorset, BH22 0NP

Email: billing@fabit.co.uk

Telephone: +44 (0)1344 300100

24. OPERATOR

The FAB+ system is licensed to and operated by FAB Solutions Limited.

25. FAB SOLUTIONS LIMITED

FAB Solutions Limited is a limited company registered in England.

Company Registration Number: 3922785.

VAT Registration Number: GB 745 1251 50

Registered Office Address: Somers, Mounts Hill, Benenden, Cranbrook, Kent, TN17 4ET, UK

26. ACKNOWLEDGEMENT OF TRADEMARKS

Product names, company names, marks, logos and symbols referenced herein may be the trademarks or registered trademarks of their registered owners.

27. ACCEPTANCE

By using or accessing services operated by FABSL, you are accepting and agreeing to abide by these Terms and Conditions of Use. The use of all exported data and advertising listings is also acceptance of these Conditions of Use.

28. WARRANTY

FABSL disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the instructions contained in this manual. In no event shall FABSL be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if FABSL has been advised of the possibility of such damages. Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

29. COPYRIGHT

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30. DISCLAIMER

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