

TheCastleCloud.com

Terms and Conditions

By accepting these Terms, or by accessing or using any of our Services, Sites or Applications, or authorising or permitting any Agent or End-User to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organisation, company or another legal entity (an "Entity"), You are agreeing to these Terms for that Entity and representing to CASTLE GROUP LTD that You have the authority to bind such Entity and its affiliates to these Terms, in which case the terms "Subscriber", "You", "Your" shall refer to such Entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, You must not accept these Terms and may not use the Service, Site or Applications provided by CASTLE GROUP LTD.

1) Terminology

- a) **Castle Group Ltd:** The Company who owns TheCastleCloud.com and its software
- b) **TheCastleCloud:** An online 'Cloud' database platform for uploading, analysing and storing data and information from various items of measuring equipment. Information can then be enhanced with database applications and stored for future use.
- c) **TheCastleCloud Gateway:** An Application developed to sit on a user's PC to allow data to be transferred to TheCastleCloud.com site in the absence of a direct connection.
- d) **TheCastleCloud License:** The license to use the CastleCloud online or PC software as offered in the subscription packages.
- e) **TheCastleCloud Subscription:** One of the subscription plans as described by Castle Group Ltd.
- f) **Partner Account:** A branded or un-branded account on thecastlecloud.com that allows a distributor, or other trading partner of Castle Group Ltd to offer to their customer, the services of the castlecloud.com directly including payment of subscriptions.
- g) **Partner Site:** A partner account will have a partner site through which subscriptions are offered to the customer of the partner. This may be branded as CastleCloud or with the partner brand and is chargeable to the partner. The partner may then sell subscriptions to its customers through this site.
- h) **TheCastleCloud Subscription Term:** Period of Subscription and License.
- i) **Effective Date:** The Date on which an agreement takes effect.
- j) **Terms:** words or phrases used to describe items.
- k) **Your:** belonging to or associated with the person or people that the Agreement is addressing.
- l) **Agent:** means an individual authorised to use the Service through Your Account as an agent and/or administrator as identified through a unique login.
- m) **End Users:** means any person or entity other than Subscriber or Agents with whom Subscriber or its Agents interact using the Service.
- n) **Documentation:** means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by CASTLE GROUP LTD to You, Agents or End-Users through the Site or otherwise.

2) General

- a) You may use the agreed Services, Sites and/or Applications only in accordance with this Agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations.
 - b) These terms are in addition to Castle Group Ltd.'s Standard Conditions of Sale, which can be found at <http://www.castlegroup.co.uk/about-castle-group-ltd/conditions-of-sale/>
 - c) This agreement shall commence on the Effective Date and remains in effect for the durations of your use of CASTLE GROUP LTD Services. In the event of a subscription agreement these Terms & Conditions will remain in effect until the expiration, termination, or renewal of your Subscription.
 - d) CASTLE GROUP LTD will not be liable for indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information. CASTLE GROUP LTD is not liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of its services or for the cost of procurement of substitute services.
 - e) If any part of this agreement is held unenforceable, the rest remains in full force and effect. Failure to enforce any provision of this agreement does not constitute a waiver.
 - f) This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications.
 - g) Neither party will be liable for any failure in performance due to causes beyond its reasonable control such as:
 - i) Fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, or terrorism (including cyber terrorism),
 - ii) Acts of God,
 - iii) Acts or omissions of Internet traffic carriers,
 - iv) Actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services).
 - v) This section will not, however, apply to your payment obligations under this agreement.
 - h) We may, from time to time, update or amend Terms and Conditions, including technical specifications to comply with law or to meet changing business requirements. We will give you prior notice of any changes to the agreement. You also agree to review the terms and conditions regularly to ensure you are aware of any modifications. An up to date copy of Terms and Conditions may be found on the TheCastleCloud.com website <http://thecastlecloud.com/terms-and-conditions>.
 - i) You agree to use the Service for lawful purposes only. You may not or allow anyone else to use the Service for unacceptable use including publishing, transmitting, linking to, disseminating or making available in any way any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, racist or otherwise objectionable material, committing or attempting to commit fraud or any other criminal offence, or gaining unauthorised access to other computer systems. You will indemnify us against all losses, liabilities, costs and expenses suffered or incurred as a result of such use.
- 3) TheCastleCloud – General
- a) You are responsible for procuring and maintaining the network connections that connect your network to Your TheCastleCloud.com account.
 - b) TheCastleCloud performance is directly related to your network speed, which will not normally affect your service except in the case of uploading large audio or data files.

- c) Although the TheCastleCloud.com is tested on many browsers to ensure the best possible user experience and feature compatibility, we only offer support for users running the latest updated version of Google Chrome, Apple Safari, Mozilla Firefox and Microsoft Internet Explorer.
 - d) You agree not to modify, adapt, or hack the TheCastleCloud.com site or otherwise attempt to gain unauthorized access to the Service or related systems or networks.
 - e) You agree not to use the TheCastleCloud.com site in any unlawful manner, including but not limited to violation of any person's privacy rights.
 - f) You are responsible for compliance with the provisions of these Terms by Agents and End Users and for any and all activities that occur under Your TheCastleCloud.com account.
- 4) TheCastleCloud - Licensing
- a) During the TheCastleCloud Subscription Term and subject to compliance by You, Agents and End Users with these Terms, You have the limited right to access and use the TheCastleCloud.com site consistent with the TheCastleCloud Subscription Plan You subscribe to for your internal business purposes.
 - b) You agree not to license, sub license, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the TheCastleCloud.com site available to any third party, other than authorised Agents and End Users in furtherance of Your internal business purposes as expressly permitted by these Terms or by written permission of Castle Group Ltd.
 - c) In the case of a CastleCloud Partner Account, you agree to pay Castle Group Ltd for the agreed share of subscriptions raised by your activities, whether booked directly on your Partner Site or manually through your own administration system.
 - d) You agree not to attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the TheCastleCloud.com site or the CastleCloud Gateway.
 - e) CASTLE GROUP LTD retains full rights to the TheCastleCloud.com site and the CastleCloud Gateway application, even when this is offered as a Partner Account.
 - f) If you have registered your own domain name through which to run your partner account, then you will retain title to this domain name, but not to the site contents of your partner site.
 - g) You agree to and acknowledge that each User will be identified by a unique username and password ("Login") and that a User Login may only be used by one (1) individual. You will not share a User Login amongst multiple individuals. You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.
- 5) Software Use
- a) Both the online CastleCloud software and the CastleCloud Gateway PC application is licensed "as-is." You bear the risk of using it. CASTLE GROUP LTD gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 6) Hosting
- a) CASTLE GROUP LTD fully supports versions of Google Chrome and Internet Explorer, which are currently under main stream support by their developers. Other browsers may be able

to access our Services, Sites and/or applications; however the CASTLE GROUP LTD Helpdesk cannot provide assistance for any issues when using these browsers.

7) Data Privacy, Security and Confidentiality

- a) Subject to the express permissions of these Terms, You and Castle Group Ltd will protect each other's Confidential Information from unauthorised use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to those of our respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information.
- b) CASTLE GROUP LTD will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Data. These safeguards may include encryption of Your Data in transmission (using SSL or similar technologies), except for certain other Services that do not support encryption, which you may link to through Service at Your election.
- c) Castle Group Ltd publishes "TheCastleCloud Security Statement and Backup Policy", which provides more specific information regarding the practical methods used to protect your data. This can be found at www.thecastlecloud.com/Security-Statement-and-Backup-Policy
- d) CASTLE GROUP LTD may also access or disclose information about You, Your Account, Agents or End Users, including Your Data, in order to comply with the law or respond to lawful requests or legal process; or to protect CASTLE GROUP LTD or its customers' or partners' rights or property, including enforcement of these Terms or other policies associated with the Service; and act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.
- e) We collect certain information about You, Agents and End Users as well as your and their respective devices, computers and use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy, the then-current version of which is available at <http://www.castlegroup.co.uk/about-castle-group-ltd/privacy-policy> and is incorporated into the Terms.
- f) Except for Software we license to you, as between the parties, you retain all right, title, and interest in and to Company Data. We acquire no rights other than the right to host Company Data within the Services, including the right to use and reproduce Company Data solely as necessary to provide the Services including troubleshooting to prevent, find, and fix problems with the operation of the Services, or improving features.

8) Intellectual Property Rights

- a) Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Agents and End Users to use the Service under these Terms do not convey any additional rights in the Service or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly herein, all rights, title and interest in and to the Service and all hardware, software and other components of or used to provide the Service, including all related intellectual property rights, will remain with and belong exclusively to CASTLE GROUP LTD.

9) Billing

- a) Where a paying subscription is needed, payments can be made by the online payments system on theCastleCloud, which is administered by Stripe.com. Payments can also be made direct to Castle Group Ltd according to their Standard Conditions of Sale. Payments are due for all payable subscriptions in advance; normal payments terms are 30 days. In the event of non-payment interest may be charged at 8% above Bank of England base rate. If payment is over 30 days late we may cancel your subscription as per the cancellation terms below. Payments are due and must be made according to the Subscription package required.
- b) You agree to pay the charges as soon as you receive your bill unless otherwise agreed by us. If you dispute any charges on your bill, you must tell us straight away and pay any charges that are not disputed.

10) Cancellation and Termination

- a) You must pay for the terminated portion of the Agreement as set forth in the subscription package.
- b) You may extract and/or delete company Data and measurement files at any time using the features built into theCastleCloud.com. When an Agreement expires or terminates, we will retain any Customer Data you have not deleted for at least 30 days so that it may be extracted. Following the expiration of this retention period, we will delete all Company Data and measurement files, within 30 days of the end of the retention period. Although back-up copies of Data held on shared servers may exist up to 6 months after termination until standard deletion cycles complete. You agree that we have no additional obligation to continue to hold, export or return Company Data or measurement files and that we have no liability whatsoever for deletion pursuant to these terms.
- c) In the event of cancellation or termination of a paying subscription, you may retain a 'Starter' account free of charge providing you do not exceed the number of users, instruments or the amount of data as prescribed in the subscription. In the event that any of these items are exceeded, your account may be frozen apart from features for removal of excess users, instruments or data.
- d) In the event of the cancellation of a Partner account and only with agreement of the partner, Castle Group Ltd will transfer all customers to its own castlecloud.com site.