



## ODYN Systems Health and Safety Web Application Contract and Terms of Use

Your use of the OLYN System Health and Safety Web Application via their website "the site" or any of the software subscription service offerings or other Services offered via the Supplier either directly or via the Application or Site is subject to these this Agreement.

If you do not agree to this Agreement, you agree not to use or access the Services and the Site. If you are agreeing to this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. Your registration for, or use of, the Services shall be deemed to be your agreement to abide by this Agreement. Licensor may modify this Agreement at any time without notice to you by posting a revised Agreement on the Site. Your use of the Site constitutes your binding acceptance of this Agreement, including any modifications that Licensor makes. You are responsible for regularly reviewing this Agreement.

### 1. Definitions.

#### 1.1. Parties

- a) The supplier as specified in this agreement refers to OLYN Systems Limited.
- b) The customer as specified in this agreement refers to the order specified on the Order Form, whose registered office is the address specified on the order form.

#### 1.2. Now it is agreed that

The following expressions shall apply (save where the context otherwise requires):

**1.2.1. The "Subscription Fee"** means the fee which covers the provision of the Services and any extras specified on the order for the initial term and is payable monthly in equal instalments. It covers the number of users set out in order schedule.

**1.2.2 "Commencement Date"** means the date from which the supplier registers your user accounts and permits you access to the Hosted Application.

**1.2.3 "Your Content"** means all data processed by the supplier or provided to the supplier for processing or otherwise processed as part of the Services including, but not limited to, data generated by the website from visitor input, including any data you store on the Site whether this be records stored in a database or uploaded files.

**1.2.4 "Customer Equipment"** means the hardware and software which the Customer is required to have in use in order to use and enable the Services to be provided in accordance with this Agreement.

**1.2.5 "Downtime"** means a period during which the Hosted Application(s) is down causing lack of access to the application.

**1.2.6 "Application"** means the software programs or components thereof used by the supplier to provide the Services offered by the Application. Where more than one application is provided by the Supplier to the Customer then this term covers all those applications which are accessed by the Site.

**1.2.7. "Services"** means the use of the Application and any off-line or third party components, data, lists, reports, dashboards, or templates.

**1.2.8. "Site"** means the website or websites on which the Application is hosted. It includes all content and configuration, benchmarking logging tools and data that is used to manage and monitor the website.

**1.2.9. "Host Provider"** as specified in this agreements refers to the company that physically hosts the server that the Application resides on.

**1.2.10. "Application Hours"** means the hours during which the Services are to be provided as set out in the order schedule. References to "hour(s)" and "minute(s)" in this Agreement will, unless otherwise indicated, be taken only to refer to the elapse of time during Application Hours. The exception to this (save where the context otherwise requires) is for technical



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support where support request time periods are dealt with according to the level of the technical support purchased set out in the order schedule.

**1.2.11. "Initial Period"** means the period of 12 months commencing on the Commencement Date.

**1.2.12. "The Term"** refers to the period of time for which the agreement is in place. This is synonymous with the Initial Term for the period set out in the Initial Term thereafter it refers to the term set out in renewed subscription services

**1.2.13. "Intellectual Property Rights"** means all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same.

**1.2.14. "Month"** means a calendar month and "monthly" shall be construed accordingly.

**1.2.15. "Outage"** means an instance of Downtime.

**1.2.16. "Service Interruption"** means a period during Application Hours during which there is partial loss of the Services.

**1.2.17. "System"** means the Application, Site, and the Hosted Provider's hardware as the same operate together in the provision of the Services.

**1.2.18. "System Management Regulations"** means regulations introduced by either by the Host Provider or the supplier from time to time for the better management of the Services and which may include (but are not limited to):

**1.2.18.1.** defining minimum specifications for equipment used by the Customer to interface with the Services (including, but not limited to, routers, firewalls and PC's);

**1.2.18.2.** regulations to ensure that the network through which the Services are provided are not overloaded and that the security and integrity of the network is maintained and including regulations which arise from the need to comply with regulations of any data centre facility engaged by Host Provider or Supplier in connection with the Services; and regulations to ensure that any database or other applications which form part of the Services are used to the best effect and within their capacities.

**1.2.19. "Tolerances"** means instances of diminution of or interruption to the Service as set out in this Agreement and which are to be disregarded from the point of view of establishing whether the supplier has fallen below those performance levels or breached any provision of this Agreement.

**1.2.20. "User"** means an individual employee or contractor working for the Customer who accesses the Application

**1.2.21. "Order Schedule"** means the services ordered for the Term.

### 1.3 Provision of Services and Licences

**1.3.1.** The Supplier agrees with effect from the Commencement Date in consideration of the payment of the Subscription Fee by the Customer to supply the Services on the basis set forth in terms and conditions of this Agreement.

**1.3.2.** The Supplier imposes certain licence terms and conditions in relation to the use of the Application which are set out in the schedule.

**1.3.3.** The Supplier has the right to choose where the Application is hosted. The Supplier may host the Application on one or more of its own servers at their own premises or the Supplier may choose to host the Application on one or more of its own servers located at one of its partners offices. The Supplier reserves the right to transfer the Host server(s) and may transfer the said hosts without prior notification to the Customer. The Supplier may in some circumstances choose to host the Application on a third party server and will notify the Customer when this is the case.



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## 2. License Grant; Your Content; Support

**2.1.** The Supplier hereby grants you a non-exclusive, non-transferable right to use the Application for the term for which you have paid the applicable subscription fees for the Term, solely for your own internal business purposes, subject to this Agreement and the Order Schedule.

In addition, a user may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the Service.

**2.2.** The Application includes a combination of content that the Supplier creates, and that the Customer's users create. You may use the content on the Application only for your internal business purposes in connection with your licensed use of the Application. Except for the foregoing, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, reverse engineer, publicly display, or in any way exploit any of the software, materials or content on the Application in whole or in part. The only exception to this is when materials are produced to comply with legal obligations and for your own internal business use.

**2.3.** You are solely responsible for all materials that you upload, post, e-mail, transmit, or otherwise make available on the Site or through the Service. You have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content the. Your Content Data will be protected by the Supplier with at least the same protective precautions that the Supplier takes to protect its similar proprietary information from unauthorised disclosure. The Supplier will not, without your prior written consent, disclose any of Your Content to any third party, except to those bona fide individuals whose access is necessary to enable the Supplier to perform its obligations hereunder.

**2.4.** You warrant that you own or have sufficient legal right to the intellectual property rights in Your Content and that Your Content, including any use thereof by the Supplier as described below, does not violate applicable law or the rights of any third party. You hereby grant the Supplier, irrevocable, royalty-free, nonexclusive right during the term to use, reproduce, create derivative works of, distribute, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) processing Your Content in connection with providing the Services to you, and (iii) storing or hosting Your Content in a remote database for access by your users. This license will apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed.

**2.5.** The Customer warrant that the use of the Application will be under it's own control and is responsible for the actions and the Content that any of the users licensed by the Customer.

**2.6.** The Customer will take all reasonable precautions to safeguard the Application against misuse, and to maintain the Intellectual Property Rights of the Application.

## 3. Charges

**3.1.** You agree to pay the fees on the terms stated in the Order Schedule. Any amount payable by you to the Supplier which is past due will be subject to a late payment charge.

**3.2.** The maximum disk storage space provided to you at no additional charge is 5 GB. If the amount of disk storage required exceeds these limits, you will be charged the Suppliers then-current storage fees. The Supplier will use reasonable efforts to notify you when the storage reaches approximately 90% of the maximum; however, any failure by the Supplier to so notify you will not affect your responsibility for such additional storage charges. The Supplier reserves the right to establish or modify its general practices and limits relating to storage of data and other content.

## 4. Technical Support

**4.1.** The supplier provider will provide support for the Application. The extent of this support will depend upon the level of support agreement you have purchased. Support requests made outside the channels of the support agreement will be charged at a rate dependent upon the nature of the support request.

**4.2.** Support requests that exceed the agreed purchased support agreement may be honoured at the supplier discretion. No chargeable support request will be undertaken by the Supplier without prior consent to the charge from the customer.



## 5. Intellectual Property Rights

The Supplier owns all rights, title and interests, including all intellectual property rights, in and to the Application software, materials and other related content (excluding Your Content), and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application. In addition, all content published on the Site, including, but not limited to, reports, presentations, written content, graphics, images, marks, logos, sound or video clips, and Flash or Java animation, are protected by Supplier and may not without prior written consent be duplicated or used for any purposes except those specified in this Agreement.

## 6. Third-Party Sites, Products, and Services

**6.1.** The Application may contain links to other internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites have posted. The Supplier has no control over sites that are not ours, and the Supplier is not responsible for any use of such sites or content on them. The Suppliers inclusion on the Application of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

**6.2.** Some content may come from government sources, is in the public domain, and is not copyrightable.

## 7. Term and Termination; Service Cancellation

**7.1.** The Services will be automatically renewed upon the expiration of the then current License Term, unless you give the Supplier written notice thirty (30) days prior to the end of the then current License Term, of your intention to terminate the Services. The current Order Schedule will be used to form the Order Schedule for the new Term. Fees at the time of automatic renewals will be at the then-current Services rates. Notwithstanding the foregoing, the Supplier may immediately terminate or suspend your use of the Services provided hereunder, or terminate your account and this Agreement if you (i) fail to pay any applicable fees when due, or (ii) breach or otherwise fail to comply with this Agreement and fail to remedy this breach within thirty (30) days of being so notified. Termination will not relieve you from its obligation to pay fees that remain unpaid.

**7.2.** You may terminate any fee-based Services or reduce the number of users effective only upon the expiration of the then current term by notifying the Supplier in accordance with this Agreement.

**7.3.** Upon termination by the Supplier of this Agreement or any part thereof in accordance with this Agreement as a result of your breach, negligence or default, the Supplier will have no obligation to refund to you any fees paid by you. The provisions of this section will not apply to those situations defined by law. Notwithstanding the foregoing, in the event your access to the Services is terminated (other than by reason of your breach), The Supplier will make available to you a file of your data within 90 days of termination if you so request at the time of termination.

**7.4.** The Agreement may be terminated by either party if the other is involved in legal proceedings concerning its solvency, if it ceases to trade, enters into liquidation other than for the purposes of amalgamation, or reconstruction, or makes an arrangement with its creditors, or petitions for an administration order, or has a receiver or manager appointed over all or any part of its assets, or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

## 8. Privacy Policy

**8.1.** All of the information that the Supplier collects from you, such as registration information, is subject to the Suppliers privacy policy and applicable privacy laws.

The Application only stores personal information relating to you with your permission. We would only share such information with third parties with your express permission or as required by the applicable law. Information is used solely for the purposes described below.



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**IP Addresses:** We use IP addresses to help diagnose problems, to administer the Site and to gather demographic information.

**Cookies:** We use cookies to deliver personalised content, and to keep track of your session data.

**E-mail Addresses:** Your email is used to enable us to communicate with you via e-mail. We do not share your e-mail address with others. Depending on how your e-mail application is set up, information about you may be transmitted automatically when you send e-mail to us.

## **9. Your Conduct on the Site and other Restrictions**

**9.1.** If the Supplier requests registration information from you, you will provide the Supplier with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If the Supplier issues you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify the Supplier of any unauthorised use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. The Supplier will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

**9.2.** If the Supplier provides you with an administrator user ID and password for accessing the Service, you will assign them to your administrator. You will be responsible, through your administrator, for setting and modifying your and your users' profile and preferences for the Services, authorising and terminating individual user ID's and passwords and specifying the access rights of those individuals to the Services. The administrator will notify the Supplier if the administrator needs to change the administrator's or any user's ID, and the administrator may do so only by contacting the Supplier at the email address for technical support specified by Supplier from time to time.

**9.3.** You will be responsible for all activity occurring under your accounts and will comply with all applicable local laws, treaties and regulations in connection with your use of the Services, including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

**9.4.** The technology and the software underlying the Application the Services is the property of the Supplier. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying the Site or the Application(s). You agree not to modify the software underlying the Site in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorised access to the Site. Without limiting the foregoing, you agree that you will not use the Site to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, the Providers sites, any software or hardware, or telecommunications equipment;
4. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
5. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
6. Restrict or inhibit any other user from using and enjoying any area within the Site;
7. Interfere with or disrupt the Suppliers or the Host Provider's sites, servers, or networks;
8. Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
9. Impersonate any person or entity, including, but not limited to, any Supplier representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
10. Forge headers or manipulate identifiers or other data in order to disguise the origin of any



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Value added  
reseller for



content transmitted through the Site or to manipulate your presence on the Site;

11. Take any action that imposes an unreasonably or disproportionately large load on the Host Provider's infrastructure; or

12. Engage in any illegal activities.

**9.5.** If you choose a username that, in the Suppliers sole discretion, is obscene, indecent, abusive or that might otherwise subject the Supplier to public disparagement or scorn, the Supplier reserves the right, without prior notice to you, to automatically change your username, deny you access to the Suppliers sites, or any combination of these options.

**9.6.** Unauthorised access to the Site is a breach of this Agreement and a violation of the law. You agree not to access the Site by any means other than through the interface that is provided by the Supplier for use in accessing the Site. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Site, except those automated means that the Supplier have approved in advance and in writing.

**9.7.** You may not access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

**9.8.** Use of the Site is subject to existing laws and legal process. Nothing contained in this Agreement will limit the Suppliers right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Site, which may include disclosing Your Content to the applicable authorities.

## **10. Warranty; Disclaimer and Indemnification**

**10.1.** You will defend the Supplier from any third party claim, and will pay all damages finally awarded against the Supplier in such claim or amounts agreed to in settlement, arising out of:

1. Your use of the Site;
2. Any use or alleged use of your accounts or your passwords by any person, whether or not authorised by you;
3. The content, the quality, or the performance of content that you submit to the Site; or
4. Your violation of this Agreement.

**10.2.** The Supplier warrants that during the License Term, the Site will conform to the documentation provided by the Supplier. In the event the Site does not conform to the documentation, if you promptly notify the Supplier, the Supplier will modify the Site so that it conforms. This is your exclusive remedy.

**10.3.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

**10.4.** This Agreement may not be amended or superseded except in writing signed by the parties.