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Centrodoc Terms of Service

These Terms of Service govern your access to and use of Centrodoc's website (the "**Site**"), any information, text, graphics, or other materials created and/or provided by Centrodoc and appearing on the Site (the "**Content**"), Files (as defined below) and any services and/or software provided through the Site or by Centrodoc (the "**Services**"). These Terms of Service limit Centrodoc's liability and obligations to you, grant Centrodoc certain rights and allow Centrodoc to change, suspend or terminate your access to and use of the Site, Content, Files and Services. Your access to and use of the Site, Content, Files and/or Services are expressly conditioned on your compliance with these Terms of Service. By accessing or using the Site, Content, Files and/or Services you agree to be bound by these Terms of Service.

You understand by clicking the "**I AGREE**" button, by using the site, content, files and/or services or your account, you are agreeing to be bound by these Terms of Service. You are also agreeing to be added to other properties and projects as appropriate which you are involved with. If you do not accept these Terms of Service in their entirety, you may not access or use the site, content, files or services. If you agree to these Terms of Service on behalf of a business you represent and warrant that you have the authority to bind that business to these Terms of Service and your agreement to these Terms will be treated as the agreement of the business. In that event, "**YOU**" and "**YOUR**" will refer and apply to that business.

Consent to Access Your Files

By utilizing the site, content, files and/or services, you consent to allow Centrodoc to access any files that are placed in the

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“**My Centrodoc**”, “**Centrodoc**” folders, and/or any other folder which you choose to link to Centrodoc. By placing files in your shared folder you consent to share access to the content of those folders with those other Centrodoc users that have been authorized to utilize those folders. By placing files in your folders you consent to share access to the content of those folders with other Centrodoc users and/or the public.

Files and Folders

“**Your Files**” or “**User Files**” (collectively, the “**Files**”) as used in this Agreement means the information contained in the files that you or other users upload, download and access through the Site and Services. You are the owner of Your Files and are solely responsible for your conduct and the content of Your Files, as well as any of the content contained in your communications with other Centrodoc users, including but not limited to User Posts (as defined below).

Centrodoc allows you to share some or all of Your Files. If you choose to, you can share all or some of Your Files with the general public, or with specific individuals you select. If you decide to share Your Files, you are giving certain legal rights, as explained below, to those individuals who you have given access to your folders.

Centrodoc does not claim any ownership rights in Your Files. You acknowledge that Centrodoc does not have any obligation to monitor the Files or User Posts that are uploaded, posted, submitted, linked to or otherwise transmitted using the Site or Services, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the Files or anything said, depicted or written by users in their User Posts, including without limitation, any information obtained by using the Site or Services. Centrodoc does not endorse anything contained in the Files or User Posts or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Centrodoc with respect thereto.

Your Public Folder

While you own the content contained in Your Files, files uploaded to Centrodoc are automatically available to other Centrodoc users and in some cases to the general public. By uploading files to Centrodoc, you hereby grant all other Centrodoc users a non-exclusive, non-commercial, worldwide, royalty-free, sub-licensable, perpetual and irrevocable right and license to use and exploit Your Files. In other words, a file in a Centrodoc folder can be used by anyone, for any purpose except commercial use. By uploading Your Files to Centrodoc, you agree and acknowledge that Centrodoc has no responsibility or obligation to monitor or notify of you of any non-compliance related to the license you have granted and that Centrodoc has no responsibility to enforce or police, or aid you in enforcing or policing, the terms of that license.

Your Responsibilities

You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to grant the licenses that both your public and shared folders require, as described above. Please note that moving all or portions of Your Files from Centrodoc does not revoke the license granted to those individuals who previously accessed those files.

You should be aware that Files may be protected by intellectual property rights which are owned by the Centrodoc user whose folder that File resides in. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on the content(s) (either in whole or in part) of another user's file unless you have been specifically told that you may do so by the rightful owner of that File, in a separate agreement.

You acknowledge and agree that you should not rely on the Site, Content, Files and Services for any reason. You further acknowledge and agree that you are solely responsible for maintaining and protecting all data and information that is stored, retrieved or otherwise processed by the Site, Content, Files or Services. Without limiting the foregoing, you will be responsible for all costs and expenses that you or others may incur with respect to backing up, and restoring and/or recreating any data and information that is lost or corrupted as a result of your use of the Site, Content, Files and/or Services.

Privacy

See Centrodoc's Privacy Policy at <http://www.centrodoc.com/privacy> for information and notices concerning Centrodoc's collection and use of your personal information.

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Account Security

You are responsible for safeguarding the password that you use to access the Site, Content, Files and Services. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify Centrodoc of any unauthorized use of your password. You acknowledge that if you wish to protect your transmission of data and/or files to Centrodoc, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Site, Files and Services.

Your Use of the Services

Centrodoc grants you a limited, nonexclusive, nontransferable, revocable license to use the Site, Content, Files and Services subject to the restrictions set forth in these Terms of Service.

Centrodoc Property and Feedback

All right, title, and interest in and to the Site, Content, and Services are and will remain the exclusive property of Centrodoc and its licensors, including all Intellectual Property Rights (as defined below) therein, even if Centrodoc incorporates any of your Feedback (as defined below) into subsequent versions. The Site, Content, and Services are protected by copyright, trademark, and other laws of the United Kingdom. Except as expressly permitted in these Terms of Service, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, Content, or Services. You may not copy or modify the HTML or other code used to generate web pages on the Site.

All feedback, comments, and suggestions for improvements (the “**Feedback**”) that you provide to Centrodoc, in any form, and any contributions you make to the Site by posting content and communicating with other Centrodoc users via posts to forums on the site (“**User Posts**”) will be the sole and exclusive property of Centrodoc. You hereby irrevocably transfer and assign to Centrodoc and agree to irrevocably assign and transfer to Centrodoc all of your right, title, and interest in and to all of your Feedback and User Posts, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, the “**Intellectual Property Rights**”) therein. At Centrodoc's request and expense, you will execute documents and take such further acts as Centrodoc may reasonably request to assist Centrodoc in acquiring, perfecting and maintaining its Intellectual Property Rights and other legal protections for your Feedback and User Posts. You will not earn or acquire any rights or licenses in the Site, Content, and Services or in any Centrodoc Intellectual Property Rights on account of these Terms of Service or your performance under these Terms of Service.

General Prohibitions

You agree not to do any of the following while using the Site, Content, Files or Services:

- Post, publish or transmit any text, graphics, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic, or offensive; (v) promotes bigotry, racism, hatred or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- Access, tamper with, or use non-public areas of the Site (including but not limited to user folders not designated as 'public' or that you have not been given permission to access), Centrodoc's computer systems, or the technical delivery systems of Centrodoc's providers;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Attempt to access or search the Site, Content, Files or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Centrodoc or other generally available third-party web browsers (such as Microsoft Internet Explorer or Mozilla Firefox), including but not limited to browser automation tools;

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- Send unsolicited email, junk mail, "spam," or chain letters, or promotions or advertisements for products or services;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Content, Files or Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Content, Files or Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site; or plant malware on Centrodoc's computer system, those systems of Centrodoc's providers, or otherwise use the Site, Content, Files or Services to attempt to distribute malware; or
- Impersonate or misrepresent your affiliation with any person or entity.

Centrodoc will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site security issues, to the fullest extent of the law. Centrodoc may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that Centrodoc has no obligation to monitor any user's access to or use of the Site, Content, Files and Services, but has the right to do so for the purpose of operating the Site and the Services, to ensure users' compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Digital Millennium Copyright Act Compliance

You will only upload, post, submit or otherwise transmit data and/or files: (i) that you have the lawful right to use, copy, distribute, transmit, or display; or (ii) that does not infringe the intellectual property rights or violate the privacy rights of any third party (including, without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity). Centrodoc has adopted and implemented a policy that permits the deletion of files that violate this policy, and that permits the termination in appropriate circumstances of the accounts of users who repeatedly infringe or are believed to be or are charged with repeatedly infringing the rights of copyright holders.

Links

The Site may contain links to third-party websites or resources. You acknowledge and agree that Centrodoc is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Centrodoc of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Termination

If you violate any of these Terms of Service, your permission to use the Site, Content, Files and Services will automatically terminate. Centrodoc reserves the right to revoke your access to and use of the Site, Content, Files and Services at any time, with or without cause, and with or without notice. Centrodoc also reserves the right to cease providing or to change the Site, Content, Files or Services at any time and without notice.

Centrodoc reserves the right to terminate Free Accounts at any time, with or without notice. Without limiting the generality of the foregoing, and without further notice, Centrodoc may choose to delete and/or reduce: (i) any or all of Your Files if your Free Account is inactive for 90 days; and (ii) previous versions and/or prior backups of Your Files.

Termination for Liquidation etc

Either party may terminate this Agreement if the other enters into liquidation whether compulsory or voluntary (other than for the purposes of amalgamation or reconstruction where the emerging company assumes the obligations of that Party entering liquidation), compounds with its creditors or has an administrator, administrative receiver (or other encumbrance) appointed over its assets, or threatens to do any of the foregoing.

Use of the Site at Your Own Risk

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Your access to and use of the Site, Content, Files and Services and is at your own risk. Centrodoc will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Site, Content, Files or Services.

Centrodoc is Available “AS-IS”

The site, content, files and services are provided “AS-IS”, without warranty or condition of any kind, either express or implied, without limiting the foregoing, Centrodoc explicitly disclaims any warranties of merchantability, fitness for a particular purpose or non-infringement and any warranties arising out of course of dealing or usage of trade. You acknowledge that use of the site, content, file and services may result in unexpected results, loss or corruption of data or communications, project delays, other unpredictable damage or loss, or exposure of you data or files to unintended third parties.

Centrodoc makes no warranty that the site, content, files or services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Centrodoc makes no warranty regarding the quality of any products, services, or information purchased or obtained through the site, content, or services, or accuracy, timelines, truthfulness, completeness or reliability of any information obtained through the site, content, files or services.

No advice or information whether oral or written, obtained from Centrodoc or through the site, content, files or services, will create any warranty not expressly made herein.

Indemnity

You agree to defend, indemnify, and hold Centrodoc, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal fees and costs, arising out of or in any way connected with: (i) your access to or use of the Site, Content, Files and Services; (ii) your violation of this Agreement; (iii) your violation of any third party right, including without limitation any intellectual property right, including but not limited to right of attribution, publicity, confidentiality, property or privacy right; or (iv) any claim that Your Files, or your use of Files, caused damage to a third party, including without limitation claims that Your Files, or use of Files, infringe the rights of another.

Limitation of Liability

In no event will Centrodoc be liable to you or to any third party for damages of any kind, including, without limitation, direct, special, incidental, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this agreement, or from your access to or use of, or inability to access or use, the site, content, files or services, or for any error or defect in the site, content, files or services whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, or any other legal theory, whether or not Centrodoc has been informed of the possibility of such damage, even if a remedy set forth herein is found to have failed of its essential purpose. You specifically acknowledge that Centrodoc is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you. Further, Centrodoc will have no liability to you or to any third party for any third party content uploaded onto or downloaded from the site or through the services and/or files, or if your data is lost, corrupted or exposed to unintended third parties.

You agree that the agreement liability of Centrodoc to you for all claims arising from the use of the site, content, files and/or services is limited to lower of the amounts you have paid to Centrodoc during the three month period prior to any such claim, for access to and use of the site, content, files or services, or one hundred pounds (£100). The limitations of damages set forth above are fundamental elements of the basis of the bargain between Centrodoc and you.

Severability

In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and effect.

Waiver

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The failure of Centrodoc to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

Publicity

Centrodoc may from time to time include Customer's name and trademark in its lists of clients and customers for the purposes of advertising its Services. Centrodoc may also include a brief description of the services that it provides to Customer on the Site or in its marketing materials. The parties will reasonably co-operate with each other to agree the final text of any such description.

Secure Access

We may provide you and your authorised employees or representatives with identifications and passwords and other means for you to be able to access our Products and Services ("**Secure Access**"). Where we do so, it is on the condition that you shall be responsible for ensuring that such Secure Access is kept secure and confidential at all times and only made available on a strict 'need to know' basis. You shall comply with all security directions or recommendations given by us and inform us immediately if you become aware of or suspect any unauthorized use of the Products or Services or Secure Access, or if the Secure Access becomes available to an unauthorised party. Without prejudice to our other rights and remedies, we may upon notice suspend your access to The Centrodoc Services (or any Product or Service) without liability to you, if in our reasonable opinion, such action is necessary for safeguarding the security of the Centrodoc Services.

Data Conversion

As part of the Centrodoc Services, Centrodoc will convert User Data provided to it for use on the Centrodoc Platform. In relation to such data conversion, and without prejudice to Customer's or Authorised Users' proprietary rights in the User Data itself, Centrodoc shall own: all applicable copyright and database rights in the compilation or the conversion of that User Data for use on the Centrodoc Platform and within the Applications; and all other applicable Intellectual Property Rights in any of the techniques, methods or programs used to convert that User Data for use as part of the Centrodoc Services. The parties undertake to enter into any further documentation or carry out all such acts which may be necessary to give effect to Centrodoc's rights under this Clause.

Export

In conformity with laws and regulations of the United Kingdom, European Union, United States and other countries relating to international trade, Customer and its employees, agents and Users shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided under this TOU or use the Centrodoc Services to disclose, export or re-export any Content to any country, entity or other party which is ineligible to receive such items under U.K., E.U., or U.S. laws and regulations as modified from time to time by the UK Department of Trade and Industry, the U.K. Secretary of State, the European Commission, the U.S. Department of Commerce or the U.S. Department of the Treasury or under other laws or regulations to which Customer may be subject. Customer shall be solely responsible for (i) complying with those laws and regulations and (ii) monitoring any modifications to them. Centrodoc makes no representation that the Centrodoc Services or Content are appropriate for use in locations outside the United Kingdom, European Union, or the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Centrodoc Services or Content from other locations do so on their own initiative and risk, and are responsible for compliance with local laws.

Governing Law and Jurisdiction

By accessing or using the Centrodoc Services, Customer agrees that the statutes and laws of England and Wales shall govern all matters relating to Customer's access to, or use of, the Centrodoc Services. This TOU shall be wholly governed and construed in accordance with the laws of England. Customer and Centrodoc specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. No choice of law rules of any jurisdiction apply. The parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any matter, claim or dispute arising under, out of or in connection with the TOU

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(including as to its validity) or the legal relationships established by the TOU. The TOU is void where prohibited by law, and the right to access the Centrodoc Services is hereby revoked in such jurisdictions.

Entire Agreement

This Agreement together with the Order Form, and any appendices and attachments hereto constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations (save in relation to fraudulent representations), written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly Authorised representative of each party. In addition, The TOU may be modified only by a written agreement duly executed by authorised signatories for each party. In addition, Centrodoc may update or modify the terms of this TOU, the Acceptable Use Policy or its support policies at any time with or without notice, effective upon posting the updated version thereof on the Centrodoc Web page (or any successor or replacement Web page designated by Centrodoc) located on Centrodoc's Website at www.Centrodoc.com. Customer and Users are responsible for regularly reviewing such updates. If Customer or User does not accept a modification by Centrodoc to the TOU or its policies, Customer must notify Centrodoc of its cancellation of its subscription to the Centrodoc Services within thirty (30) days, and Customer or User must immediately discontinue accessing and using the Centrodoc Services. If Customer or User continues to use the Centrodoc Services, Customer and User will be deemed to have accepted the modifications.

No Partnership etc

Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except in relation to the payment of money) on account of or as a consequence of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes, volcanic eruption, material shortages, or any other cause (whether or not similar to any of the foregoing) beyond the reasonable control of such party, provided it gives written notice of such occurrence relied upon to the other party and uses all reasonable efforts to remove the cause of such non-performance as soon as possible. Any reliance on this provision for longer than ninety (90) days (where performance has not recommenced) shall entitle the other party to terminate this Agreement.