

Promapp Solutions Limited – Terms and Conditions for use of the Shared Process Library

Promapp Solutions Limited operates the Shared Library and has created a library of basic processes ("**Shared Library**") in order to assist Promapp clients to define new processes for specific areas, or improve existing processes.

The following terms and conditions of use ("**Terms**") apply to you in respect of access to and use of the Shared Library. In order to access and use the Library, you must request access to and use of the Library from us. By accessing and using the Shared Library you will be deemed to agree to these Terms. If you do not agree to be bound by these Terms, you should stop accessing and using the Shared Library.

1. DEFINITIONS

- 1.1 References in these Terms to "we" or "us" are to Promapp Solutions Limited. References to "you" refers to:
- a. you, the user authorised by us to access the Shared Library; and
 - b. you, the person authorised by the company to access the Shared Library.

If you are a user and you authorise any person to access to Shared Library then you agree that any act or omission of that person will be treated as your act or omission.

- 1.2 In these Terms, the following words mean the following:

"**Shared Library**" means the private online shared process library established by us at <https://go.promapp.com/sharedprocesslibrary/#tab-recent>.

"**Intellectual Property Rights**" means rights to patents, trademarks, service marks, inventions, copyright, know how whether or not registered, and any related enhancement or modifications.

"**Member**" means you and other users of the Shared Library.

2. ACCESS TO LIBRARY

- 2.1 We agree to provide, and you agree to accept, access to the Shared Library in accordance with these Terms. We grant you a non-transferable, non-exclusive, revocable licence for you to access and use the Shared Library solely for your internal purposes. If you wish to use the Library, you must request access to and use of the Library from us.
- 2.2 If we grant you access to the Library we will provide you with access logins and passwords. You agree that:
- a. you must keep your access login and password secure and confidential and not share your login access or password with any other person;
 - b. you are entirely responsible for any and all activities that occur under or through the use of your access logins;
 - c. we can reasonably rely on any use of your access logins;
 - d. you will notify us immediately if you believe that your access login or password is no longer secret and we will cease allowing access in relation to that access login; and

e. you must change your password if we request you to do so. You must contact us immediately if you suspect any unauthorised use or disclosure of your login and password.

2.3 You acknowledge that you are responsible for all computer equipment, communications links and Internet access you require to access the Shared Library, and for all charges in relation to those things.

3. **DISCLAIMER**

3.1 We make Information available to you through the Library free of charge. Use of the Information is at your own risk. We are not responsible for any adverse or other consequences arising out of the use of Information. The Information has not been prepared by taking into account your particular objectives, situation or needs. You should assess whether it is appropriate in light of your own objectives, situation and needs. We do not give any warranty of accuracy, completeness or reliability of Information contained in the Library to you or any other person. To the extent permitted by law we exclude all responsibility and liability for such Information.

4. **WARRANTIES**

4.1 We warrant that we have the authority to allow you to access and use the Information contained in the Library in accordance with these Terms. All other warranties are expressly excluded to the maximum extent permitted by law.

5. **TERMINATION OF ACCESS**

5.1 We may terminate your access to the whole or part of the Shared Library at any time for any reason without notice. We reserve the right to cease operating the whole or any part of the Shared Library at any time, or to change or remove any of the Information that is available in the Library.

6. **CHANGES TO TERMS**

6.1 We reserve the right to change these Terms at any time by notifying you of the existence of revised Terms through the Shared Library. By continuing to access the Shared Library, you agree to be bound by the amended Terms.

7. **OWNERSHIP AND RESTRICTIONS**

7.1 You acknowledge that we are the proprietor or authorised licensee of the Intellectual Property Rights in the Shared Library including the Information, and you will not dispute our or our licensors' ownership of, or right to use, them.

7.2 You must use the Shared Library as we direct you from time to time. You must not:

- a. attempt to bypass any security mechanism in place on any system we use to make the Shared Library available to you or in the Shared Library itself;
- b. gain or attempt to gain unauthorised access to the Shared Library, our systems, or any of our customers' systems, information or data.

7.3 You may download or print as much Information from the Library as you require, provided that it is to be used solely for your internal council purposes in accordance with these Terms.

- 7.4 You agree that you will not, without our prior written consent:
- a. distribute or copy for commercial purpose, nor incorporate in any other work or publication (whether in hard copy, electronic or other form), any Information;
 - b. reproduce, republish, transmit, transfer, upload, sell, modify or distribute in any way any Information.

8. INDEMNITY

- 8.1 You agree to indemnify and defend us and our officers, directors and employees (the "Indemnified Persons"), and hold the Indemnified Persons harmless, from and against any liability, claim, loss, expense, cause of action or demand (including, without limitation, legal fees) arising directly or indirectly in connection with your use of the Shared Library including use of any of the Information or any breach by you of these Terms.

9. LIMITATION OF LIABILITY

- 9.1 We are not liable to you, whether in tort, contract or otherwise, for any form of loss or damage including direct, indirect, special, incidental, consequential or punitive damages (including without limitation, loss of use, loss of data, loss of anticipated savings, loss of goodwill) however caused, arising out of or in connection with your use of the Information or these Terms.

10. GENERAL

- 10.1 We may give you notice by email, post or by fax to the address you have given us when you have registered. Any communication by email or fax is deemed to be received when transmitted to the correct email or fax address of the recipient. Communication in writing is deemed to be received 3 days after posting, or when left at the specified address.
- 10.2 These Terms constitute the entire agreement between us in relation to the Shared Library.
- 10.3 You may not assign or transfer these Terms, or your access or use of the Shared Library, or any of your other rights and obligations under these Terms without our prior written consent.
- 10.4 The provisions of clauses 9, 10, 11 and this clause 12 will survive termination of these Terms.
- 10.5 If any provision of these Terms is invalid or unenforceable the remaining provisions of these Terms are not affected and continue in full force.
- 10.6 Any unlawful provision in these Terms may be severed, and the remaining provisions remain enforceable.
- 10.7 No delay or failure to act is a waiver of any other or any subsequent breach. The failure of a party to enforce a provision of these Terms is not to be interpreted as a waiver of that provision. No waiver is effective unless it is in writing.