

This End User License Agreement is an agreement between you ("You" or "you") and Data Management Ltd [whose registered address is at Suite 5, Ansuya Estate, Revolution Ave, Victoria, Republic of the Seychelles] and its Affiliates ("Us" or "us"). This Agreement (together with all documents referred to within it) governs your use of the Service and the Application including any associated upgrades, downloads or documentation which are supplied as supplemental to or in replacement of the Application.

Please read this Agreement carefully before you download the Application. By installing or using the Application you indicate that you agree to be bound by the terms and conditions set out in this Agreement. If you do not agree to these terms and conditions please do not proceed with downloading the Application and select the "DECLINE" button.

1. Definitions

1.1. The following terms and expressions shall have the following meanings:

Activation Key: a key for activation of the Application to be supplied by Us to You and which will be unique to You.

Affiliate: any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under the common control of Data Management Ltd. For the purpose of this definition, the word "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

Agreement: this End User License Agreement, as may be renewed and/or amended from time to time.

Application: the Checkmate application consisting of software distributed by Us to You or downloaded by You from either our website or via the Apple App Store as well as any future versions, improvements, development, programming fixes, upgrades or updates thereof.

Checklist Criteria: the checklist or other criteria to be provided by you and which is accepted by us in connection with the Service detailing the checks that you are required to carry out and the frequency of such checks.

Documentation: any online documentation provided by Us to You.

IP Rights: means (i) patents, pending patent applications, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, knowhow, trade secrets and confidential information; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights.

Fee: [] payable []

Password: refers to a code provided by us to you, which, in combination with the User ID, gives You access to Your User Account.

Reports: [a report in a form agreed between you and us regarding the checks carried out by you and reported using the Application].

Service: the service provided by Us to You to enable you to [manage checks and prepare the necessary reports based on those checks].

User Account: refers to the account with User ID and Password that You create for Your use of the Application

User ID: refers to an identification code You selected, which in combination with the Password, gives access to Your User Account.

2. Fees

2.1. Where You download the Application through Apple App Store you agree to pay the applicable fees (if any) directly to Apple and in accordance with the payment terms set out in the Apple App Store terms and conditions.

2.2. We reserve the right to vary the price of the Application in our sole discretion, including where the Application is provided for free to introduce a charge for future downloads of the Application.

2.3. Your use of the Service is subject to your payment of the Fee to us. The Fee is exclusive of VAT which may be charged in addition.

2.4. You agree to pay the Fee to us by direct debit at the intervals set out above to our nominated bank account or by such other method as we shall from time to time agree.

2.5. We reserve the right to charge you interest on any late payments at 3% above the base rate of Barclays Bank plc from time to time from the date payment was due until we receive payment in full.

2.6. In addition to any other rights we may have, we may suspend your use of the Service at any time when you fail to make payment to us on the due date for payment. We may, as a condition to providing you with further access to the Service, require you to pay us a deposit or provide other security in respect of the Fee.

3. License Grant and Restrictions

3.1. Subject to the terms and conditions of this Agreement and provided You have paid the applicable charges required by either Us or Apple Inc as applicable, We grant You a limited, non-exclusive, non transferable licence

to download and use the Application solely for your own internal business or personal use.

3.2. Subject to Clause 3.3 you shall not disclose, copy, modify, rent, sell, distribute, transfer or otherwise commercially exploit any part of the Application.

3.3. Back up copies of the Application may be used to restore the Application onto the original [iPhone or iPad or iPod Touch ("Compatible Device")] on which the Application was first installed. You must not install the Application on one or more Compatible Devices at the same time.

3.4. You must not use your Activation Key to activate more than one copy of the Application at any one time. You must not disclose your Activation Key to any other person.

4. Ownership of Application

Subject to the licence granted in Clause 2 above, all right and title in the Application shall remain with Us who shall own and retain all proprietary rights and IP Rights in the Application including any corrections, bug fixes, enhancements, updates or other modifications to the Application.

5. The Service

5.1. You may use the Service to generate Reports.

5.2. The Reports will be generated based on the Checklist Criteria provided by you to us.

5.3. We will not separately verify or authenticate the Checklist Criteria and we make no warranty or representation that the Checklist Criteria supplied by you are adequate for your requirements so that they comply with applicable laws and regulations to which you are or may be subject or which regulate the subject matter of the reports you are required to compile in accordance with the Checklist Criteria.

5.4. We will use the Checklist Criteria provided by you to us and convert it into a format which will allow you to generate Reports using the Application and the Service.

5.5. Neither the Service nor the Report nor any other information or communication provided by us contains any express or implied warranties that:

5.5.1. you have complied with all applicable regulations and laws;

5.5.2. the subject matter of the Report complies with any applicable laws or regulations or is otherwise fit for purpose or its intended use;

5.5.3. you do not need to comply with any other regulations or applicable laws.

5.6. You represent and warrant to us that:

5.6.1. the Checklist Criteria provided by you to us is full and complete and represents the full criteria with which you are required to comply when carrying out your checks; and

5.6.2. the information submitted by you to us using the Application is full, complete and accurate.

6. Use of the Application

6.1. The Application is available in [English] and may [only be downloaded and used on a Compatible Device.]

6.2. Your use of the Application may be affected by certain combinations of hardware, software and/or internet access. High speed internet access is strongly recommended.

6.3. We shall not be liable to you for any failure to access the Service as a result of your inability to access the internet from your Compatible Device.

6.4. In the event of any failure of our server we will use our reasonable endeavours to restore service via a back up server within 6 hours.

7. Your Account

1. In order to use the Application you must set up a User Account by selecting a User Name and a Password. In respect of your User Account and use of the Application you agree that:

7.1. you will not provide any false personal information, or create an account for anyone other than yourself without permission;

7.2. if We disable your account, You will not create another one without our permission;

7.3. you will keep your contact information accurate and up-to-date;

7.4. you will not share your password, let anyone else access your account, or do anything else that might jeopardise the security of your account;

7.5. you will not transfer your account to anyone without first getting our written permission;

7.6. if You select a username for your account we reserve the right to remove or reclaim it if we believe it to be appropriate;

7.7. if You suspect or become aware of any unauthorised use of your account you will immediately contact Checkmate support at support@checkmateism.com.

8. Information and Report Generation

- 8.1. We may collect and process the following data about you:
- 8.1.1.information that you provide by creating your User Account or in emails sent by You to Us;
 - 8.1.2.information provided by You to Us for the purposes of using the Application;
 - 8.1.3.information about the Compatible Device onto which the Application is installed;
 - 8.1.4.if You contact us, we may keep a record of that correspondence.
 - 8.1.5.We may also ask You to complete surveys that We use for research purposes, although You do not have to respond to them.
- 8.2. We use information held about You to provide the Service and also in the following ways:
- 8.2.1.to provide the reports, checklists and other related services requested for by You during your use of the Application.
 - 8.2.2.to provide You with information, products or services that you request from us.
 - 8.2.3.to notify you about changes to our service.
- 8.3. We shall not disclose information about identifiable individuals, but We reserve the right to use aggregate information about the users of the Application and the processed data generated by the Application provided that it is in a form which does not personally identify You.
- 8.4. Any reports generated by Us as part of Your use of the Application will be based solely upon the information which You provide to us. You agree and acknowledge that We will not be responsible for verifying the information provided by You.

9. Updates

We may revise this Agreement at any time by amending the version of this Agreement contained on our webpage [insert link]. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on You. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

10. Your Warranties

You warrant and represent that You:

- 10.1. are over 18 years of age;
- 10.2. are authorised to agree to these terms and conditions on your own behalf or on behalf of any organisation, company or entity that you represent and are authorised to provide the Checklist Criteria;
- 10.3. are not located in a country subject to a United States government embargo;
- 10.4. are not located in a country that has been designated by the United States government as a "terrorist supporting" country.

11. Use of Location-based Services

- 11.1. We may provide certain features or services through the Application that rely upon device-based location information. To provide such features or services, where available, We may collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device. Such information may include, but is not limited to, your operator ID, device ID and name, device type and real-time geographic location of your device at time of your request. You may opt out of this at any time by not using the location-based features or by turning off Location Services settings (as applicable) on your device.
- 11.2. We do not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data.

12. Limitation of liability

- 12.1. The Application and any Reports or check lists generated by the Application are provided without any guarantees, conditions or warranties as to accuracy. To the extent permitted by law, We and third parties connected to us hereby expressly exclude:
- 12.1.1.all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - 12.1.2.any liability for any direct, indirect or consequential loss or damage incurred by You in connection with the Application or in connection with the use, inability to use, or results of the use of the Application, including, without limitation any liability for:
 - 12.1.3.loss of income or revenue;
 - 12.1.4.loss of business;
 - 12.1.5.loss of profits or contracts;
 - 12.1.6.loss of anticipated savings;
 - 12.1.7.loss of data;

12.1.8.loss of goodwill;

12.1.9.wasted management or office time; and

2. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
3. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

12.2. You acknowledge that the application will not correct any errors in any information provided to Us by You and We shall not be responsible for verifying whether the reports and/or check lists generated by Us are appropriate or correct for their intended use.

13. Jurisdiction

- 13.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.
- 13.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. Termination

- 14.1. You may terminate your account and/or stop using the Application at any time by giving us not less than 30 days' prior written notice. To terminate your account contact Us at support@checkmateism.com. Any fees paid by you prior to the expiry of the said written notice are non refundable, including any fees paid in advance for the term during which you terminate. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.
- 14.2. We may without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Application in the following circumstances:
- 14.2.1.any violations of this Agreement;
 - 14.2.2.a request by you to cancel or terminate your account given in accordance with clause 14.1;
 - 14.2.3.discontinuance or material modification to the Application or any part thereof;
 - 14.2.4.a request and/or order from law enforcement, a judicial body, or other government agency;
 - 14.2.5.where provision of the Application and/or the Service to you is or may become unlawful;
 - 14.2.6.unexpected technical or security issues or problems;
 - 14.2.7.your participation in fraudulent or illegal activities; or
 - 14.2.8.failure to pay any fees owed by you in relation to the Application and/or the Service whether to us or any third party.
- 14.3. We may terminate Your account and Your use of the Application with prior written notice to You, such notice to be sent via [email to the email associated with Your account or via SMS to the device registered to Your account].
- 14.4. Any termination or suspension shall be made by Us pursuant to this Clause 14 in Our sole discretion, without any refund to You of any prepaid fees or amounts, and We will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Application.