

Draftworx Cloud Services

Terms of Use

THESE TERMS OF USE GOVERN YOUR USE OF THE CLOUD SERVICES.

BY ACCEPTING THESE TERMS OF USE, EITHER BY TICKING THE BOX INDICATING YOUR ACCEPTANCE OR ACCESSING THE CLOUD SERVICES, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. IN THE EVENT THAT YOU ARE REPRESENTING A COMPANY OR OTHER ENTITY, YOU WARRANT TO DRAFTWORX CLOUD THAT YOU ARE DULY AUTHORISED TO DO SO AND THAT THESE TERMS OF USE CONSTITUTE VALID AND BINDING OBLIGATIONS ON SUCH COMPANY OR ENTITY, IN WHICH CASE "YOU" AND "YOUR" SHALL REFER TO SUCH COMPANY OR ENTITY.

IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT ACCESS THE CLOUD SERVICES.

YOUR ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 7, 15 AND 16 THAT LIMIT THE RISK AND LIABILITY OF, AND IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY, DRAFTWORX CLOUD AND OTHER PARTIES.

1 Definitions

- 1.1 "Account" refers to the account created by you on the Website in terms of **clause 2.1**.
- 1.2 "Business Day" refers to any day which is not a Saturday, Sunday or official public holiday in the Republic of Ireland.
- 1.3 "Cloud Services" refers to the financial statements and working paper drafting and preparation software as a service provided by Cync via the Website under the name and style of "Draftworx Cloud".
- 1.4 "Cookies" refers to small pieces of information stored on your hard drive which help you to navigate the Website as easily as possible.
- 1.5 "Draftworx Cloud" refers to Draftworx Cloud Limited, a private company limited by shares, registered in terms of the laws of England and Wales with registration number: 13180763.
- 1.1 "Data" refers to Personal Information, in the case of United Kingdom Users, Personal Data as defined in the Data Protection Act 2018 and/or, in the case of European Users, Personal Data as defined in the General Data Protection Regulation (EU) 2016/679 and/or, in the case of South African Users, Personal Data as defined in the the Electronic Communications and Transactions Act, 25 of 2002 and/or in the Protection of Personal Information Act, 4 of 2013 and/or third party information provided by you pursuant to your use of the Cloud Services.
- 1.2 "Fee" refers to the fee payable by you to Draftworx Cloud in respect of each Request, published by Draftworx Cloud on the Website from time to time subject to value added tax and any volume discounts that may be applicable.
- 1.3 "Prepaid Credits" refers to credits issued by Draftworx Cloud in proportion to the ratio of 1 (one) credit to £1 (one Pound), and/or \$1 (one Dollar) and/or €1 (one Euro) and/or R1 (one Rand) in accordance with **clause 5.1**, which are redeemable in exchange for the use of Cloud Services.
- 1.4 "Privacy Policy" refers to Draftworx Cloud's privacy policy, a copy of which is available on the Website.

- 1.5 “Request” refers to an electronic request for any of the Cloud Services made, or purported to be made, by you or on your behalf using your Account.
- 1.6 “These/the Terms of Use” refers to these terms of use.
- 1.7 “Website” refers to, and includes any part or element of, www.draftworx.com and its sub-domains and/or country specific domains.
- 1.8 “XBRL” refers to extensible business reporting language, which is the global standard for exchanging business information.

2 **Your Account**

- 2.1 In order to use the Cloud Services, you will first be required to create an account on the Website and submit certain of your Personal Information, such as your names, e-mail address and billing information. You confirm that all of the information that you provide for this purpose is accurate and complete in all respects and you undertake to notify Draftworx Cloud of any changes to such information by editing your Account information timeously.
- 2.2 Once your Account has been successfully created, you will receive an e-mail confirming your registration on the Website.
- 2.3 Your Account is for your personal use and is not transferrable.
- 2.4 You shall be responsible for securing your Account login details. You will not, save with Draftworx Cloud’s prior written consent, share your Account login details with any third party or permit any third party to gain access to your Account.
- 2.5 If the security or confidentiality of your Account is compromised or you believe that a third party has gained unauthorised access to your Account, you will notify Draftworx Cloud in writing and ensure that the password for that Account is changed immediately. You will be responsible for all transactions performed using your Account login details.

3 **Free Trials / Free Credits**

- 3.1 You agree to comply with any additional terms, restrictions or limitations imposed in relation to any free trials or free credits extended to you by Draftworx Cloud. Your use of the relevant Cloud Services pursuant to any free trial or free credits shall be for evaluation purposes only.
- 3.2 You may not register multiple accounts on the Website to receive additional free trials or free credits. In the event that you register multiple accounts in breach of this clause 3.2, Draftworx Cloud shall be entitled to charge you for your use of any of the Cloud Services in accordance with the Fees charged by Draftworx Cloud for such Cloud Services from time to time.

4 **Payments**

- 4.1 The Cloud Services are provided on a prepaid as-you-use basis.

4.2 In order to make a payment, you will be required to request a payment via your Account indicating the amount that you would like to pay. Upon receipt of such a request for payment, Draftworx Cloud will issue you with a tax invoice for the amount concerned.

4.3 Payments may only be made via any credit card facilities provided on the Website. No cheque deposits shall be accepted.

5 Terms of Issue of Prepaid Credits

5.1 Upon receipt of your payment, Draftworx Cloud will credit your Account with the corresponding amount of Prepaid Credits.

5.2 In the event that an excess number of Prepaid Credits are credited to your Account erroneously, you undertake to:

5.2.1 forthwith notify Draftworx Cloud thereof in writing; and

5.2.2 reimburse Draftworx Cloud on demand should you redeem such erroneous Prepaid Credits.

5.3 Prepaid Credits shall expire on the earlier of the date on which such Prepaid Credits are redeemed in exchange for Cloud Services in accordance with **clause 6.4** or 5 (five) years after the date on which they are issued.

5.4 Prepaid Credits are not transferable but, subject to **clause 5.5**, are refundable.

5.5 Draftworx Cloud will only refund Prepaid Credits which have not be redeemed upon receipt of a written request for a refund. You may request a refund from Draftworx Cloud in writing if:

5.5.1 you wish to terminate your Account;

5.5.2 you are informed that the requested Cloud Services will no longer be provided and you do not wish to retain the Prepaid Credits for later use.

5.6 All refunds shall be paid to your credit card upon receipt of a scanned copy of your card together with a copy of your identity document.

6 Redemption of Prepaid Credits and Purchase of the Cloud Services

6.1 Each Cloud Service is made available to you on Request.

6.2 Whenever you Request a Cloud Service, Draftworx Cloud will first check your Account for sufficient Prepaid Credits to cover the Fee prior to providing you with access to the relevant Cloud Service.

6.3 If no or insufficient Prepaid Credits are available, the Request will be declined and you will be required to:

6.3.1 purchase additional Prepaid Credits in accordance with **clause 4**; and

6.3.2 once sufficient Prepaid Credits have been issued to you, resubmit your Request.

6.4 If sufficient Prepaid Credits are available, the Request will be accepted and your Account will be debited by such number of Prepaid Credits equal to the Fee. Upon redemption of the Prepaid Credits, Draftworx Cloud

shall as soon as reasonably possible, but no later than 5 (five) Business Days thereafter, provide you with access to the Cloud Service concerned.

- 6.5 If you Request an incorrect Cloud Service or submit incorrect information in a Request, you will not be entitled to a refund if Draftworx Cloud has made the Cloud Service Requested available to you.

7 Use of the Cloud Services

You undertake to:

- 7.1 only use the Cloud Services in accordance with these Terms of Use and for the purposes for which they are intended, and for no other purpose;
- 7.2 not use the Cloud Services to prepare, approve, disseminate or publish any annual financial statements which fail in a material way to comply with the requirements of any applicable laws or are materially false or misleading;
- 7.3 not require or cause Draftworx Cloud, on your behalf, to alter any annual financial statements compiled using the Cloud Services in such a manner that, following such alteration, those statements fail in a material way to comply with the requirements of any applicable laws or are materially false or misleading;
- 7.4 not reverse engineer, decompile or disassemble the Cloud Services, or attempt to do so;
- 7.5 not attempt to gain unauthorised access to the Cloud Services or related systems or networks;
- 7.6 not copy the Cloud Services or any part, function or feature thereof;
- 7.7 not circumvent, remove, alter, deactivate, degrade or thwart any of the billing mechanisms that meter your use of the Cloud Services or any of the protections in respect of the Cloud Services or your Account; and
- 7.8 not use any code, software or device to interfere or attempt to manipulate the Cloud Services or any part, function or feature thereof and/or interfere with its proper working.

8 XBRL

- 8.1 The Cloud Services may permit and facilitate the electronic submission of annual financial statements to the certain regulatory authorities online using XBRL.

- 8.2 Without derogating from the generality of the provisions of **clause 7**, you undertake not to use the Cloud Services relating to XBRL in any manner than could damage, disable, overburden or impair such Cloud Services, interfere with any third party's use and enjoyment thereof or violate any third party's terms of service.

- 8.3 **You acknowledge and agree that:**

- 8.3.1 **your use of the Cloud Services relating to XBRL is at your own risk;**

- 8.3.2 **Draftworx Cloud is not responsible for nor warrants that the information transmitted via the Cloud Services relating to XBRL is accurate and lawful; and**

- 8.3.3 **Draftworx Cloud accepts no responsibility or liability for any inaccurate, unlawful or erroneous information being transmitted via the Cloud Services relating to XBRL and you hereby indemnify Draftworx Cloud in respect of your use of the Cloud Services relating to XBRL in accordance with clause 17.**

9 **Availability of the Cloud Services and Support Services / Training**

- 9.1 Draftworx Cloud will use its reasonable commercial endeavours to ensure that the Cloud Services are available 24 hours a day, 7 days a week, save for planned downtime (of which you will be given advance notice) and downtime caused by circumstances beyond Draftworx Cloud's control, including but not limited to failures or delays caused by third parties such as your internet service provider, failures or incompatibility of your hardware, software conflicts, malware or viruses.
- 9.2 Draftworx Cloud may, in its sole and absolute discretion, on request by you from time to time, provide you with training services, support services and/or maintenance services in relation to your use of the Cloud Services for an additional fee based on Draftworx Cloud's applicable hourly rates.

10 **Intellectual Property Rights**

- 10.1 The Website and the Cloud Services are proprietary to Draftworx Cloud. Except as provided for in these Terms of Use, no licence or any other right is granted to you in respect of the Website and the Cloud Services and you will not, and will not permit any third party to, archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, create derivative works from the Website and the Cloud Services without Draftworx Cloud's prior written consent.
- 10.2 You acknowledge and agree, as between you and Draftworx Cloud:
- 10.2.1 All intellectual property rights in and to the Website and the Cloud Services, including all source information, data and code, vest in Draftworx Cloud.
- 10.2.2 You will not, and shall not permit or assist any third party, to infringe Draftworx Cloud's rights in and to the Website and the Cloud Services.
- 10.2.3 You will not challenge, question or dispute Draftworx Cloud's right, title and interest to any of its intellectual property rights in and to the Website and the Cloud Services, nor the ownership thereof or assist any other person or entity to do so.

11 **Privacy and Data Collection**

- 11.1 Draftworx Cloud receives, processes and secures your Data in accordance with its Privacy Policy. You hereby confirm that, as the party providing Data, you agree to the terms of Draftworx Cloud's Privacy Policy and undertake to be bound by the provisions thereof.
- 11.2 You consent to the processing of your Data by Draftworx Cloud for purposes of these Terms of Use.
- 11.3 You will be responsible for the collection of your Data and will secure and maintain all rights in the Data as may be necessary for Draftworx Cloud to provide the Draftworx Cloud Services without infringing the rights of any third party or contravening any applicable laws.

- 11.4 Draftworx Cloud does not and will not assume any obligations with respect to your Data or the use of your Data other than as set out in these Terms of Use or in terms of any applicable laws.

12 Cookies

Draftworx Cloud might store certain information on your computer when you view or access the Website in the form of a Cookie or similar file. You have the option of setting your browser to reject Cookies. However, doing this will hinder performance and negatively impact your experience on the Website.

13 Suspension

- 13.1 Without derogating from Draftworx Cloud's right to terminate this Agreement, Draftworx Cloud will be entitled, with or without notice, to suspend your Account for any reason and for such period as Draftworx Cloud in its sole discretion determines to be appropriate, if you engage in any activities which, in Draftworx Cloud's sole discretion, would constitute a breach of these Terms of Use, contravention of any law and/or a violation and/or infringement of any rights of a third party.
- 13.2 In the event that your Account has been suspended, you shall have the right to make representations to Draftworx Cloud requesting reasons for such suspension and also to provide evidence that you have not committed a breach of these Terms of Use or remedied any such breach, contravention of any law and/or a violation and/or infringement of any rights of a third party.
- 13.3 Draftworx Cloud will only lift the suspension on your Account once, in its sole discretion, it is satisfied you have not committed a breach of these Terms of Use or remedied any such breach, contravention of any law and/or a violation and/or infringement of any rights of a third party, as the case may be.

14 Breach

- 14.1 Should you breach any provision of these Terms of Use and fail to remedy such breach within 5 (five) Business Days from the date of written notice from Draftworx Cloud calling upon you to do so, Draftworx Cloud shall have the right:
- 14.1.1 to delete your Account and cancel these Terms of Use; or
- 14.1.2 to take whatever action may be necessary to enforce its rights under these Terms of Use,
- and in either event to claim such damages as it may have suffered as a result of such breach together with all legal costs on the attorney and own client scale.
- 14.2 In the event that your Account is deleted in terms of **clause 14.1.1**, all valid Prepaid Credits shall be deemed to have been redeemed and you shall not be entitled to a refund in terms of **clause 15.1.3**.

15 Deletion of Your Account

- 15.1 You shall be entitled to delete your Account at any time upon written notice to Draftworx Cloud and upon the deletion of your Account:
- 15.1.1 Save as contemplated in **clause 15.3**, these Terms of Use shall terminate;

- 15.1.2 your Personal Information will be deleted by Draftworx Cloud save to the extent that Draftworx Cloud is required or permitted to retain such information in accordance with any applicable laws;
- 15.1.3 Draftworx Cloud shall refund all of your Prepaid Credits then in issue in accordance with **clause 5.5**.
- 15.2 The deletion of your Account and termination of these Terms of Use, for whatever reason, shall not affect the rights of Draftworx Cloud which accrued before, or specifically or by their nature survive, such deletion and termination.
- 15.3 **Clauses 10, 8, 16 and 17** of these Terms of Use will survive the deletion of your Account and the termination of these Terms of Use for any reason whatsoever.

16 Disclaimer

- 16.1 **The Website and Cloud Services and their content are provided "as is" without any warranties, including but not limited to express or implied warranties of merchantability, fitness for a particular purpose, compatibility of the Website or Cloud Services with your software or devices, title and non-infringement or about the suitability, reliability or accuracy of the Website and Cloud Services and their content.**
- 16.2 **Whilst Draftworx Cloud uses all reasonable commercial endeavours to ensure that the content of the Website and the Cloud Services is accurate and lawful, such content may contain inaccuracies or errors or be unlawful. Draftworx Cloud accepts no responsibility or liability for any inaccurate, unlawful or erroneous content on the Website or the Cloud Services.**

17 Exclusion of Liability and Indemnity

You absolve Draftworx Cloud and its employees, officers, directors, contractors and agents ("the Indemnified Parties") from all liability and indemnify them from any claim by any person for damages or loss of whatever nature (including but not limited to consequential damages or special damages) arising directly or indirectly from your use of the Cloud Services whatever the cause/causes are (including any negligent or grossly negligent act or omission by any of the Indemnified Parties), save only for the exclusion of intentional action on the part of the Indemnified Parties.

18 General

- 18.1 **Marketing:** You hereby consent to Draftworx Cloud using your information to contact you about promotions and services. You are entitled, at any stage, to opt out of these communications by clicking on the "Unsubscribe" option on the communication.
- 18.2 **Applicable Law and Jurisdiction:** These Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales. You agree that any dispute arising out of these Terms of Use or the interpretation thereof, both while in force and after its termination, or any claim for payment howsoever arising shall be submitted to and determined by a court of law in the Republic of Ireland having jurisdiction.
- 18.3 **Whole Agreement:** These Terms of Use, the Privacy Policy, Draftworx Cloud's acceptable use policies (if any), the terms and conditions applicable to the Website and all Requests constitute the whole agreement between Draftworx Cloud and you with respect to your Account and the Cloud Services. No agreement, representations or warranties, other than those set out in these documents will binding on the parties.

- 18.4 **Changes:** Draftworx Cloud may, from time to time, and in its sole discretion, amend these Terms of Use. Such changes will be effected by way of publication thereof on the Website, and you waive any right you may have to receive specific notice of such changes or modifications.
- 18.5 **Assignment:** These Terms of Use are personal to you and shall not be assigned (whether voluntarily or involuntarily) or otherwise transferred in whole or in part by you without the prior written consent of Draftworx Cloud. Notwithstanding the foregoing, you hereby consent to the assignment by Draftworx Cloud of these Terms of Use to a third party without notice to you.
- 18.6 **Waiver:** No latitude, extension of time or other indulgence which may be given or allowed by Draftworx Cloud to you in respect of the performance of any obligation or enforcement of any right arising from these Terms of Use and no single or partial exercise of any right by Draftworx Cloud shall under any circumstances be construed to be an implied consent by Draftworx Cloud or operate as a waiver or a novation of, or otherwise affect any of Draftworx Cloud's rights in terms of or arising from these Terms of Use or estop Draftworx Cloud from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of these Terms of Use.
- 18.7 **Online purchases:** To the extent permitted by applicable law, you waive your right to void purchases under these Terms of Use pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.
- 18.8 **Notices:** You choose the physical address and e-mail address submitted to Draftworx Cloud in connection with your Account, as may be updated from time to time, as your *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of these Terms of Use.

All notices, legal processes and other communications must be delivered to Draftworx Cloud for the purposes of these Terms of Use by e-mail to the following address:

E-mail: info@draftworx.com

Any notice to a party delivered by email to its chosen e-mail address, unless the contrary is proved, shall be deemed to have been received on the day of delivery or transmission as the case may be.