

## TERMS AND CONDITIONS

*These terms were updated and effective as of 5<sup>th</sup> of July 2018.*

Please read carefully the “Terms & Conditions” before using any software and/or services provided by Qrosscheck Inc.(Qrosscheck) By purchasing and/or ordering any product, subscription and/or service from Qrosscheck and thereafter accessing the services you have accepted the Terms & Conditions as set below.

Qrosscheck will provide its customer's with its online management application software services on a subscription basis via the Internet.

This terms and conditions shall be in lieu as an agreement between Qrosscheck and its customer, including without limitation, all content such as text, information, images, applications, templates software and other information, services and materials (collectively, the “Service”) and all information made available to you or by you through this site by Qrosscheck, and/or third parties. The "Customer" shall mean the entity or person invoiced / charged by Qrosscheck for use of the Service, and “You” or “User” shall mean a unique user of the Service whether a Customer or not (as defined by unique URL, IP address or other unique identification).

This Terms and Conditions comprises the entire agreement between you and Qrosscheck and supersedes any and all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein.

Qrosscheck, in its sole discretion, reserves the right to revise, update and change this Agreement from time to time but a notification will always be given to the customer's minimum 30 days before the update/change. A new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk and you understand that Qrosscheck is not responsible for the content posted on the Service. You can review the most current version of this Agreement at any time at [www.qrosscheck.com/terms](http://www.qrosscheck.com/terms)

### **1. Service Plans**

The Service is only available as a paid service plan. Each Qrosscheck account invoiced to and paid by the Customer in accordance with Section 2 herein comprises a single Qrosscheck organization. Service begins as soon as your initial payment is processed. Your subscription will continue without renewal notice until you cancel. If subscription starts with a trial period, the subscription will continue automatically when the trial period is finished without any notification. If cancelled before the end of the trial period there will be no charge.

### **2. Payment**

Payment for Services under a Qrosscheck account shall be at prices and under terms stated on the Qrosscheck website, or as otherwise stated or quoted by Qrosscheck from time to time. All prices are exclusive of taxes (VAT or otherwise), which may or may not be added to the price, depending on applicable law and the legal residence of the Customer. Because there's no annual contract, your monthly rate is subject to change, but you will be notified of any change in your monthly rate with the option to cancel in accordance with these terms.

Qrosscheck is entitled to adjust the prices and functionality for the Service from time to time. Adjusted prices shall take effect upon any subsequent term of the Service.

Payment shall be made automatically by charges assessed against the Customer's credit card or by other designated payment method, as noted on the Qrosscheck website, or as otherwise instructed by Qrosscheck from time to time.

In case of non-payment for any reason or any violation of these Terms and Conditions, Qrosscheck shall be entitled without liability to immediately bar Customer's access to the

Service and bar access to the service plan in question, and to terminate Customer's subscription. In the event of failed payment, Qrosscheck will give three (3) notifications with instruction to update payment information given within a period of 10 days (10). The Customer will have access to the system during that period, if still payment fail, access to the system will be closed. The Customer may regain access by fulfill payment of unpaid subscription(s). After a period of ninety (90) days of non payment the subscription will be permanent cancelled.

Customer agrees and acknowledges that Qrosscheck has no obligation to retain Uploaded Data and that such Uploaded Data may be irretrievably deleted if the account is 90 days or more delinquent.

### **3. Right of Use**

At the time of entering into this Agreement, the Customer or User is granted a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's or User's own internal business purposes, subject to this Agreement. All rights not expressly granted to You are reserved by Qrosscheck.

The right of use is at all times conditioned on compliance with the terms of this Agreement, and for Customer, prompt and timely payment regarding the Service. Breach of any term of this Agreement, or non-payment or delay in payment shall terminate any right of use granted to the User or Customer under this Agreement.

The Service may not be used in any way that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or is otherwise indecent.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks; or (vi) use the Service, including the content, our intellectual property rights, Qrosscheck technology and our trademarks and service marks for any commercial purposes (i.e. soliciting customers, resale, etc.) without our prior written consent.

### **4. Access**

Access to the Service is available at individual subdomains of Qrosscheck.com. Qrosscheck supports both full and mobile webpage formats. Upon entering into a subscription, Qrosscheck will provide the Customer or User with a username and password for accessing the Service.

Access to the Service is only available to the Customer and it's Users, subject to compliance with these Terms and Conditions and, in the case of Customer, making the applicable payments for the Service under this Agreement.

Usernames and passwords are personal and are to be considered part of Confidential Information. The User or Customer is at all times fully liable for all acts and omissions by Users whom the User or Customer has granted access and agrees to indemnify Qrosscheck for all claims and losses related to such acts and omissions.

### **5. Service Level**

Qrosscheck will at all times reasonably attempt to achieve the highest possible availability and shortest possible access time of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted. The Service is hosted by Qrosscheck, or a

subcontractor of its choice. All data stored as part of the Service may be backed up on a regular basis. If Customers with a paid service plan experience loss of data, Qrosscheck may use reasonable efforts to attempt to restore data from the most recent working backup; provided, however, Qrosscheck gives no warranties with respect to recovering or restoring any lost Customer data.

## **6. Your Responsibilities**

You are responsible for all activity occurring under your User or Customer account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. In addition, you shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by your employer and/or the applicable administrators of your account.

You shall:

(i) notify Qrosscheck immediately of any unauthorized use of any password or account or any other known or suspected breach of security;

(ii) report to Qrosscheck immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and

(iii) not impersonate another Qrosscheck user or provide false identity information to gain access to or use the Service. By accessing the Service, You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct

## **7. Data**

Qrosscheck does not own any data, information or material that You or others submit to the Service in the course of using the Service ("Uploaded Data"). You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Uploaded Data that You submit.

Qrosscheck shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Uploaded Data.

The Customer and/or User are fully liable for the legality of all Uploaded Data stored by the Customer and/or User on the Service. Furthermore, the Customer and/or User is fully liable, if such Uploaded data is infringing upon third party rights, and accordingly agrees to indemnify Qrosscheck for all claims and losses related to such infringement and/or illegality.

If Qrosscheck on its own or through any third party has notice that Uploaded Data stored by the Customer and/or User is in violation of any law or infringes third party rights, Qrosscheck shall have the unfettered right to, without liability to the Customer or User immediately suspend access to such data without prior notice to the User or Customer. The Customer and/or User may be notified by Qrosscheck of any such action under this Section, when reasonable and possible.

For all accounts, the administrator shall have control over all applicable Uploaded Data submitted to the Service, and all Uploaded Data will be deemed to be owned by and the property of the applicable customer. Upon request by the applicable administrator, Qrosscheck may remove, modify, edit or otherwise alter any applicable Uploaded Data

## **8. GDPR**

In respect to the European GDPR law the Customer is considered the data Controller and Qrosscheck is to be considered a Data Processor.

## 9. Intellectual Property Right

Grosscheck alone (and its successor or assigns, or its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Grosscheck technology, the content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service, Grosscheck technology, or intellectual property rights.

The Grosscheck name, logo, brand and the product names associated with the Service are trademarks of Grosscheck and its affiliated companies, and no right or license is granted to use them.

All copyrights and/or other intellectual property rights, title and interests in  
a) software on which the Service is based and made available to the Customer and/or User,  
b) source codes or other software components of the Service,  
c) content of the website Grosscheck.com and the Service including text and graphics, excluding Uploaded Data, d) trademarks, names etc. are the sole property of Grosscheck and its affiliated companies, and/or third parties having granted Grosscheck license for its use, and the Customer and/or User shall gain no rights to said intellectual property rights other than the limited right of use as stipulated in this Agreement.

This includes any modifications or additions to the Grosscheck software that is implemented on request of a Customer and/or User, whether the development cost is paid for by the Customer and/or User or not.

The Customer and/or User shall not reproduce or redistribute any software, content or trademarks, intellectual property in any form, except as allowed in this Agreement.

The Customer and/or User retain all intellectual property rights to Uploaded Data stored by such Customer and/or User on the Service.

## 10. Marketing

Grosscheck will not forward marketing material from third parties to Users.  
Grosscheck will forward product news relevant to User's use of the Service as Grosscheck sees fit from time to time. Data is used only in accordance with the Grosscheck Privacy Policy, which may be found at <https://www.grosscheck.com/privacy>

## 11. Representations & Warranties

You represent and warrant that you have the legal power and authority to enter into this Agreement.

Grosscheck warrants that;

- (i) any services provided hereunder will be performed in a professional and workmanlike manner;
  - (ii) the services will be performed substantially in accordance with the applicable service documentation under normal use and circumstances; and,
  - (iii) the functionality of the services will not be materially decreased during the term.
- Grosscheck's entire liability and your exclusive remedy under this warranty will be, at the sole option of Grosscheck and subject to applicable law, to provide restored service(s) which conforms to these warranties or to terminate the service(s).

## 12. Indemnification

You shall defend, indemnify and hold Grosscheck, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (i) a claim alleging that use of the Service or any Uploaded Data infringes the rights of, or has caused harm to, a third party;
- (ii) a claim, which if true, would constitute a violation by You of your representations and warranties made herein; or
- (iii) a claim arising from the breach by You or other Users of this Agreement.

### **13. Disclaimer of Warranties**

Grosscheck and its licensors make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content.

Grosscheck and its licensors do not represent or warrant that

- (i) the use of the service will be secure, timely, uninterrupted or error free or operate in combination with any other hardware, software, system or data.
- (ii) the service will meet your requirements or expectations
- (iii) any stored data will be accurate or reliable
- (iv) the quality of any products, services, information or other material purchased or obtained by you through the service will meet your requirements or expectations
- (v) errors or defects will be corrected or;
- (vi) the service or the servers that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law.

Grosscheck and its licensors is not responsible for any delays, delivery failures, or other damage resulting from limitations, delays, and or other problems inherent in the use of the internet and electronic communications.

### **14. Limitation of Liability**

In no event shall Grosscheck be liable for any indirect, special consequential or incidental loss, exemplary or other damages related to this agreement or whether direct or indirect;

- (i) Loss of data
- (ii) Loss of income
- (iii) Loss of opportunity
- (iv) Lost profits, and
- (v) Costs of recovery or any other damages, however caused and based on any theory of liability, and including but limited to, breach of contract, tort (including negligence), statute, or otherwise, and whether or not Grosscheck has been advised of the possibility of such damages to the extent permitted by applicable law.

Grosscheck's liability hereunder is limited to USD 50.00, some jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to customer.

### **15. Force Majeure**

Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

### **16. Personal Data.**

Qrosscheck shall maintain all data in accordance with its Privacy Policy, which may be found at <https://www.qrosscheck.com/privacy>

### **17. Term and Termination**

Qrosscheck accounts are invoiced and paid monthly and are non-refundable.

Qrosscheck does not provide refunds or credits for any partial months of use of the service. You may cancel your

Qrosscheck subscription at any time, which will be effective from the end of the current month, which has been paid for and invoiced.

To cancel your Qrosscheck subscription you may do so by contacting Qrosscheck by email or phone. Should you elect to cancel your Qrosscheck subscription please note that you will not be issued a refund for any charged and paid fees. It is your responsibility to keep your contact and payment information current. You explicitly authorize Qrosscheck to continue billing your credit card on file with us (or alternatively sending invoices) for as long as you continue using the Service, and in the event that your credit card is invalid for payment for any reason.

This Agreement shall commence on the date of availability of the Services and will remain in effect for an initial term of contract as stipulated online at the Qrosscheck website or separately agreed between the Parties (the "Initial Term"); any exception may only be granted by Qrosscheck in writing. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term at the then current fees,

if applicable, unless Customer specifically terminates the Services or Qrosscheck specifically terminates for any other reason as defined herein.

If either party is in material breach of this Agreement, the other party is entitled to terminate this Agreement for cause after having given the breaching party a written notice of no less than ten (10) days if the breaching party has not remedied the breach to the satisfaction of the other party.

For the avoidance of doubt, any termination by either of the parties or the expiry of the term of this Agreement shall only have effect for the future and shall have no retroactive effects. Notwithstanding the above, the rights and obligations in Sections 2, 3, 8, 10-13 and 16 shall stay in full force and effect after said expiry or termination of this Agreement.

You agree and acknowledge that Qrosscheck has no obligation to retain the Uploaded Data and may delete such Uploaded Data without prior notice after a period of 90 days;

- (i) if You have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within thirty (30) days' notice of such breach or
- (ii) upon termination of this Agreement for any reason. If the Customer and/or User require Qrosscheck to assist in restoring Uploaded Data that has been deleted, if such recovery is possible, Qrosscheck will be entitled to request payment, at Qrosscheck's standard rates, for such work.
- (iii) Qrosscheck will give all data to You by any technical mean possible even after the subscription has been cancelled for any reason. The mean of exporting data is by sending files free of charge. Any other mean where Qrosscheck will have a cost such as USB, external storage will be charge accordingly. After a period of 90 days after termination data, Qrosscheck may delete all data if transfer of data has not been requested before the 90 days period.

### **18. Notice**

Qrosscheck may give notice by means of a general notice on the Service, electronic mail to



your e-mail address on record in Qrosscheck account information.

Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing by email, weekends excluded.

#### **19. Modification to Terms**

Qrosscheck reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Qrosscheck website at <https://www.qrosscheck.com/terms>. Notification of changes will be sent by email.

You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

#### **20. Confidentiality**

Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. Confidential Information means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential but shall not include Uploaded Data. The foregoing restrictions do not apply to any information that

- (i) is publicly disclosed through no fault of the receiving Party,
- (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party,
- (iii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party,
- (iv) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information, or
- (v) is Confidential Information that the receiving Party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Furthermore, Customer and User will keep in confidence all passwords and/or other access information related to the Services. Customer and User acknowledge that Qrosscheck and its licensors retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Qrosscheck.

#### **21. Contracting Entity**

The applicable Qrosscheck contracting entity, notice address, governing law and jurisdiction is as follows:

Qrosscheck Inc.  
6750 N. Andrews Avenue  
Suite 200  
Fort Lauderdale, FL 33309  
United States of America