

These terms govern your use of our website or services (collectively, “Services”) and software that we include as part of the Services, including any applications, content, scripts, instruction sets, and any related documentation (collectively “Software”). By using the Services or Software, you agree to these terms.

1. How this Agreement Works

1.1 Choice of Law: The Services and Software are governed by the law of Ireland. You may have additional rights under the law. We do not seek to limit those rights to the extent prohibited by law.

1.2 Privacy: The Privacy Policy at <http://www.uppiddee.com/legal> governs any personal information you provide to us. By using the Services or Software, you agree to the terms of the Privacy Policy.

1.3 Software: The Software is licensed, not sold, only in accordance with these terms.

1.4 Modification: We may modify or discontinue the Services, Software, or any portions or features thereof at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make the change. We will also allow you a reasonable time to download your content. If we discontinue a Service in its entirety, then we will provide you with a pro rata refund for any unused fees for that Service that you may have prepaid.

2. Use of Service

2.1 Licence: Subject to your compliance with these terms and the law, you may access and use the Services.

2.2 Uppiddee Intellectual Property: We (and our licensors) remain the sole owner of all rights, title, and interest in the Services and Software. We reserve all rights not granted under these terms.

2.3 Storage: We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.

3. Your Content

3.1 Ownership: You retain all rights and ownership of your content. We do not claim any ownership rights to your content.

3.2 Licences to Your Content in Order to Operate the Services: We require certain licences from you to your content to operate and enable the Services. When you upload content to the Services, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable licence to use, reproduce, publicly display, distribute, modify (so as to better showcase your content, for example), publicly perform, and translate the content as needed in response to user driven actions (such as when you choose to store privately or share your content with others). This licence is only for the purpose of operating and improving the Services.

3.3 Our Access: We will not access, view, or listen to any of your content, except as reasonably necessary to perform the Services. Actions reasonably necessary to perform the Services may

include (but are not limited to) (a) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (c) enforcing these terms.

3.4 Sharing Your Content:

(a) Sharing: Some Services may provide features that allow you to Share your content with other users or to make it public. “Share” means to email, post, transmit, upload, or otherwise make available (whether to us or other users) through your use of the Services. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to Share or make public as you are entirely responsible for the content that you Share.

(b) Level of Access: We do not monitor or control what others do with your content. You are responsible for determining the limitations that are placed on your content and for applying the appropriate level of access to your content. If you do not choose an access level to apply to your content, the system may default to its most permissive setting. It is your responsibility to let other users know how your content may be shared and adjust the setting related to accessing or sharing of your content.

(c) Comments: The Services may allow you to comment on content. Comments are not anonymous, and may be viewed by other users. Your comments may be deleted by you, other users, or us.

3.5 Feedback: You have no obligation to provide us with ideas, suggestions, or proposals (“Feedback”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free licence that is sub-licensable and transferrable, to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

3.6 Account Information: You are responsible for all activity that occurs via your licences. Please notify Customer Support immediately if you become aware of any unauthorized use of your licences. You may not (a) Share your account information (except with an authorized account administrator) or (b) use another person’s account. Your Uppiddee account administrator may use your account information to manage your use and access to the Services.

4. Use of Software

4.1 Subscription-Based Software Licence: If we provide the Software to you as part of your subscription to use the Services, then subject to your compliance with these terms, we grant you a non-exclusive licence to use the Software.

4.2 Restrictions and Requirements: Unless permitted in these terms, you must not:

- (1) modify, port, adapt, or translate the Software;
- (2) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software;
- (3) use or offer the Software on a service bureau basis;
- (4) (i) circumvent technological measures intended to control access to the Software or (ii) develop, distribute, or use with the Software, products that circumvent the technological measures; or

(5) rent, lease, sell, sub-licence, assign, or transfer your rights in the Software, or authorize any portion of the Software to be used onto another's device.

4.3 Activation: The Software may require you to take certain steps to activate your Software or validate your subscription. Failure to activate or register the Software, validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

5. User Conduct

5.1 Responsible Use: You must use the Services and Software responsibly.

5.2 Misuse: You must not misuse the Services or Software. For example, you must not:

- (a) copy, modify, host, sub-licence, or resell the Services;
- (b) enable or allow others to use the Service or Software using your account information;
- (c) use the content or Software included in the Services to construct any kind of database;
- (d) access or attempt to access the Services by any means other than the interface we provided or authorized;
- (e) circumvent any access or use restrictions put into place to prevent certain uses of the Services;
- (f) share content or engage in behavior that violates anyone's Intellectual Property Rights ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights);
- (g) share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libellous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (i) attempt to disable, impair, or destroy the Services, software, or hardware;
- (j) disrupt, interfere with, or inhibit any other user from using the Services (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),
- (k) engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;
- (l) market or advertise any products or services through the Services unless we specifically allowed you to do so;
- (m) use any data mining or similar data gathering and extraction methods in connection with the Services; or
- (n) violate applicable law.

6. Fees

In addition to our Service and Software fees, you must pay any applicable taxes. We are not responsible for these fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

7. Your Warranty and Indemnification Obligations

7.1 Warranty: By uploading content to the Services, you agree that you have: (a) all necessary licences and permissions, to use and Share your content and (b) the rights necessary to grant the licences in these terms.

7.2 Indemnification: You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable legal fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

8. Disclaimers of Warranties

We specifically disclaim any liability for any actions resulting from your use of any Services or Software. You may use and access the Services or Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Service or Software.

9. Limitation of Liability

9.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (a) resulting from loss of use, data, or profits, whether or not foreseeable, (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (c) arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees') intentional misconduct, or for death or personal injury.

9.2 Our total liability in any matter arising out of or related to these terms is limited to €100 or the aggregate amount that you paid for access to the Service and Software during the three-month period preceding the event giving rise to the liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

9.3 The limitations and exclusions in this Section 9 apply to the maximum extent permitted by law.

10. Termination

10.1 Termination by You: You may stop using the Services at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

10.2 Termination by Us: If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination. Unless stated in Additional Terms, we may at any time terminate these terms with you if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

(b) you fail to make the timely payment of fees for the Software or the Services, if any;

(c) we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful); or

(d) we elect to discontinue the Services or Software, in whole or in part.

11. Investigations

11.1 Screening: We do not review all content uploaded to the Services, but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords).

11.2 Disclosure: We may access or disclose information about you, or your use of the Services, (a) when it is required by law (such as when we receive a valid court order or search warrant); (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, or the public.

12. Export Control Laws

The Software, Services, content, and your use of the Software, Services, and content, are subject to international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

13. Dispute Resolution

13.1 Venue: Any claim or dispute you may have against us must be resolved by a court located in Dublin, Ireland. You agree to submit to the personal jurisdiction of the applicable court for the purpose of litigating the claim or dispute. The parties specifically disclaim the applicability of the U.N. Convention on Contracts for the International Sale of Goods.

13.2 Injunctive Relief: Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14. Compliance with Licences

If you are a business, company, or organization, then we may, no more than once every 12 months, upon seven 7 days' prior notice to you, appoint our personnel or an independent third party auditor who is obliged to maintain confidentiality to inspect your records, systems, and facilities to verify that your installation and use of any and all Software or Services is in conformity with your valid licences from us. Additionally, you will provide us with all records and information requested by us in order to verify that its installation and use of any and all Software and Services is in conformity with your valid licences from us within 30 days of our request. If the verification discloses a shortfall in licences for the Software or Services, you will immediately acquire any necessary licences,

subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable licence fees, then you will also pay for our reasonable cost of conducting the verification.

15. Miscellaneous

15.1 English Version: The English version of these terms will be the version used when interpreting or construing these terms.

15.2 Notice to Uppiddee: You may send the notices to us to at the following address: Attention: Legal, Uppiddee Limited, Údarás Business Park, Atlantic Drive, Co. Donegal.

15.3 Notice to You: We may notify you by email, postal mail, postings within the Services, or other legally acceptable means.

15.4 Entire Agreement: These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services.

15.5 Non-Assignment: You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent. We may transfer our rights under these terms to a third party.

15.6 Severability: If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

15.7 No Waiver: Our failure to enforce or exercise any of these terms is not a waiver of that section.

16. Third-Party Software

The Software may contain third-party software, subject to additional terms and conditions.