

Introduction

The SecuRoot Service has been developed with the highest security concerns and for increasing Your Business IT Security (or personal IT security). Cloud and online computing as well as inter-office and even inter-continent collaboration becomes today's standard. Salesmans or Technicians of a modern, effective company need to have online access to its resources (sales orders, prices, technical data) from any place, which at the same time has the highest value and secret for the company. It needs to be effectively protected and managed. Typical SMS password protection has become no more sufficient - the code and password can be very easily re-transmitted to a third party (competitor or enemy) by a non-loyal employee.

SecuRoot Service is a response to these problems. It combines all existing protection standards with strict Service binding to user/employee device. No access can be passed to a third party without passing user's/employee's computer and there is no possibility to transfer access to any other device without company authorization.

* Cloud Channel Limited is a trusted software developer, registered with D.U.N.S. It also has officially became Apple Developer and Vendor - it can release and certify its own software products for iOS or OS X platforms.

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SecuRoot Service Terms of Use

Effective from 1.03.2016

Before accessing the SecuRoot services (the "Service"), please read the following terms and conditions (the "Terms") carefully as they govern your use of all SecuRoot services and/or associated website (the "Site").

If you do not agree to all of the terms of use, do not access or use the Service. By accessing or using the Service (or any part of it), you and the entity you are authorized to represent ("You" or "Your") signify Your agreement to be bound by the Terms of Use.

Activation of your account constitutes your agreement to be bound by the Terms and a representation that you are at least eighteen (18) years of age, and that the registration information you have provided is accurate and complete.

Cloud Channel Limited ("CCL") may update the Terms without notice. Any changes in the Terms will be incorporated into a revised agreement that we will be posted on the Site. Unless otherwise specified, such changes shall be effective when they are posted.

SecuRoot will aim to notify you via email or user dashboard view after logging in to the account.

1. Service Scope and Account types

The SecuRoot Service has been designed and optimized for business use as well as personal use. It provides controllable and manageable access to various company web services (e.g. ERP system, CRM system, mail system) according to user's individual configuration as well as Google's business services such as Google Documents (e.g. Google Apps for Business, online documents, spreadsheets, presentations, mailbox etc.).

There are two account types available: Company Account (optimized for commercial uses) and a Private Account. One account allows the user to use the Service for multiple devices and sub-users (family members or employees). The account has a functionality for access management - it allows the account owner to add or remove sub-users.

The maximum allowed number of sub-users depends on the Account Type and selected Subscription.

2. Subscriptions

By subscribing to the Service you agree to become a subscriber for the given maximum number of devices you choose.

To start a subscription you need to have sufficient account balance (number of points). Enabling a subscription will consume the amount of points for the remaining days in the current month. Already selected subscription is automatically renewed at the beginning of a new month, if your balance is sufficient.

Cancelling subscription is not subject to refund. Subscription will remain valid to the end of current month.

You may cancel your account with a full refund within 8 days of the initial purchase. Refunds beyond the 8 day purchase window will be considered, in the sole discretion of Cloud Channel Limited, only if a subscriber can demonstrate that the Service was not available or usable during the subscription period and that reasonable attempts were made to contact Cloud Channel Limited to resolve the issue. In this case, Cloud Channel Limited may provide the Account Holder with a proportional refund of service fees paid during the period the Service was not available or usable. Refunds are generally processed within 7 days back to the original form of payment used for purchase. All refunds are sent in USD and therefore the refund amount could differ from the amount originally paid in local currency.

3. Usage Policy

You agree to comply with all applicable laws and regulations in connection with your use of this service.

You are responsible for maintaining the confidentiality of your security credentials, activation codes, and/or passwords (if any) and are liable for any harm resulting from disclosing or allowing disclosure of these credentials.

You agree that you, or anyone using the service under your account, will not engage in any of the following activities, and that any of the following activities constitute grounds for termination of your account:

- Using the Service for anything other than lawful purposes.
- Sending or transmitting unsolicited advertisements or content ("spam") over the Service, via any communication channel.
- Sending, transmitting or receiving any illegal content over the Service, including but not limited to child pornography.
- Uploading, downloading, posting, reproducing, or distribution of any content protected by copyright, or any other proprietary right, without first having obtained permission of the owner of the proprietary content.
- Engaging in any conduct that restricts or inhibits any other subscriber from using or enjoying the Service.
- Attempting to access, probe, or connect to computing devices without proper authorization (i.e., any form of "hacking").
- Posting or transmitting through the Service any unlawful, harmful, threatening, abusive, harassing, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that may constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, national or international law.

Violations of this Usage Policy may result in termination of your account, without any refund of amounts previously paid for the Service. Additionally, you may be held responsible for any and all damages incurred by Cloud Channel Limited, including any amounts charged by any outside entity due to said violation(s), including without limitation attorney's fees and costs.

Cloud Channel Limited enables you to download software, software updates or patches, or other utilities and tools onto your computer or Internet-enabled device ("Software"). Cloud

Channel Limited grants to you a non-exclusive, limited license to use the Software solely for the purpose stated by Cloud Channel Limited at the time the Software is made available to you and in accordance with these Terms. Modifying, distributing to unauthorized parties, reverse engineering, or otherwise using the Software in any way not expressly authorized by Cloud Channel Limited, is prohibited.

4. Privacy Policy

We do not collect or log traffic data or browsing activity from individual users connected to our Service.

When you register on the Site you will be asked to provide certain personal information, including your billing and e-mail address and type of payment information, without any further payment details. We will store this basic information, but will not share it with any third parties except as necessary to provide the Service (e.g. payment method).

5. Disclaimers

We will strive to prevent interruptions to the Site and the Service. However, these are provided on an “as is” and “as available” basis, and we do not warrant, either expressly or by implication, the accuracy of any materials or information provided through the Site or Service, or their suitability for any particular purpose. We expressly disclaim all warranties of any kind, whether expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, or non-infringement. We do not make any warranty that the Service will meet your requirements, or that it will be uninterrupted, timely, secure, or error free, or that defects, if any, will be corrected. You acknowledge that you access the Site and the Service at your own discretion and risk.

We do not control, nor are we responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Service. We may, but do not have any obligation to block information, transmissions or access to certain information, services, products or domains to protect the Service, our network, the public or our users. We are not a publisher of third-party content accessed through the Service and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

The Service coverage, speeds, server locations and quality may vary. Cloud Channel Limited will attempt to make the Service available at all times. However, the Service may be subject to unavailability for a variety of factors beyond our control including but not limited to emergencies, third party service failures, transmission, equipment or network problems or limitations, interference or signal strength, and may be interrupted, refused, limited or

curtailed. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Service or communications services or networks. We may impose usage or Service limits, suspend Service, or block certain kinds of usage in our sole discretion to protect users or the Service. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur.

6. Limitation of Liability

- 6.1. Limitation of Liability. IN NO EVENT SHALL CCL's TOTAL LIABILITY FROM ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT CUSTOMER PAID TO CCL, IF ANY, FOR THE SERVICE DURING THE 12 MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE.
- 6.2. Exclusion of Consequential Damages. CUSTOMER AGREES THAT THE CONSIDERATION WHICH CCL IS RECEIVING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY CCL OF THE RISK OF CUSTOMER'S SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES. CCL AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT PRODUCTS OR SERVICES OR LOSS OR DAMAGE TO INFORMATION OR DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CCL BE LIABLE FOR SUCH DAMAGES RESULTING FROM THE USE OF THE SERVICE, OR RELIANCE ON THE INFORMATION PRESENTED IN CONNECTION WITH THE SERVICE, EVEN IF CCL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES NOT TO ASSERT ANY SUCH CLAIM AGAINST CCL OR ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES.
- 6.3. Survival of Limitations. IN THE EVENT THAT APPLICABLE LAW LIMITS THE ABOVE LIMITATIONS OF LIABILITY, THE MAXIMUM AMOUNT OF LIMITATIONS ALLOWED UNDER APPLICABLE LAW SHALL BE APPLIED. ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES AND CONFIDENTIAL COMMITMENTS SET FORTH IN THIS AGREEMENT OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THIS AGREEMENT.

You are responsible for paying all fees and charges of any third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the

Service to access websites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or their or your compliance with them. If you elect to download or otherwise enable any software, including any "client software" designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the installation process for the Service.

7. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong SAR, excluding its conflicts of law rules. If any provision in this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent of the provision, and the remaining provisions of this Agreement shall remain in full force and effect.

8. Arbitration

All disputes arising out of or relating to this Agreement or the use of the Site or the Service shall be finally settled under the Rules of Arbitration of the International Centre for Dispute Resolution (ICDR) by one arbitrator ("Arbitrator") appointed in accordance with said Rules. The arbitration shall be conducted in Hong Kong SAR, unless the parties agree otherwise in writing signed by all parties to the arbitration.

The Arbitrator must be qualified and have a background in the area of computer networks, including but not limited to the Internet.

The Arbitrator shall have the authority to permit an expedited exchange of documents, but any discovery shall be limited to document requests and interrogatories. The Arbitrator shall have no power or authority to add to or detract from this Agreement, and the costs of the arbitration shall be borne equally, except as described below.

The arbitration shall be conducted on an expedited schedule. The arbitration must be concluded, and an award issued, no later than one hundred and twenty (120 days) following the filing of the demand for arbitration, unless all parties to the arbitration proceeding agree in writing to an extension of time or continuance.

Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Site or Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred.

In the event CCL is the respondent in any such arbitration, damages awarded against CCL may not exceed the amount you have paid CCL for use of the Service.

The Arbitrator shall have the authority to grant any temporary, preliminary or injunctive relief in a form substantially similar to that which would otherwise be granted by a court of law. The Arbitrator shall have no authority to award punitive damages. The resulting arbitration award may be enforced, or injunctive relief may be sought, in any court of competent jurisdiction in Hong Kong SAR. Reasonable costs (including all costs of arbitration) and attorney's fees shall be awarded against the party that commenced the arbitration, in the event that party does not prevail in the arbitration.

The parties subject to this arbitration provision include CCL, its officers, directors and employees, and any company or legal entity which is a parent, subsidiary or sister company to CCL, or with which CCL has contracted to provide services to subscribers through CCL.