

enadoc

Term & Conditions

ATTENTION: READ THIS FIRST

IMPORTANT – CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. BY COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF THIS SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

- **Privacy**

In order to operate and provide the Services, we collect certain information about you. We use and protect that information as described in our Privacy Policy. You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how Enadoc collects, stores, and uses certain information.

- **Changes to these Terms**

We reserve the right to modify these Terms. We will post the most current version of these Terms at www.enadoc.com (the “Site”). If we make material changes to these Terms, we will notify you via the Services and/or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account by emailing . Your continued use of our Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated terms.

- **Your Account**

Certain aspects of the Services may require you to obtain an account by completing a registration form and designating a user ID and password. When registering with Enadoc you must: (a) provide true, current and complete information about yourself on the registration form and (b) maintain such information so it continues to be true, current and complete.

You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Services (please also see our Acceptable Use Policy in Section 9). Only you may use your Enadoc account and you are responsible for your account. If you become aware of any unauthorized use of the Services or your account, or have any

questions about your account please contact Enadoc Support via email support@enadoc.com

- **Email Selected for Your Account**

You get to choose what email address(es) you register for an account. Please be aware, however, that if the domain of the email address associated with your account is owned or controlled by an organization (such as your work or school) and that organization establishes a direct relationship with us and wishes to add your account to such relationship, then you may be rolled into that organization's account after notification. Following that notice, if you choose not to change the email address associated with your account, your account will be controlled by the organization.

If an organization provided you with your account (e.g., an employer or school), you understand that this organization has rights to your account and may: (a) manage your account (including suspending or canceling); (b) reset your password; (c) view your usage and profile data, including how and when your account is used; and (d) manage the Content in your account.

- **Consent to Electronic Communications and Solicitation**

By registering with Enadoc or signing up for Services, you understand that we may send you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; and (c) promotional information and materials regarding Enadoc's products and services. Please review your settings in your account to control the messages you receive from us or unsubscribe by following the instructions in the message.

Notices emailed to you will be considered given and received when the email is sent. If you don't consent to receive notices (other than promotional materials) electronically, you must stop using the Services.

- **Content**

We call all the electronic documents that you upload and store on your account "Content". All Content uploaded by you into your account is yours! We don't control, verify, or endorse

the Content that you or others put on the Services. You are responsible for: (a) all Content you place in your Enadoc account(s) and share through the Services and (b) making sure that you have all the rights you need to the Content. In addition, by storing, using or transmitting Content you cannot and will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 9).

You agree to provide Enadoc (as well as agents or service providers acting on Enadoc's behalf to provide the Services) the right to transmit, process, use and disclose Content and other information which we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, or (iv) to respond to an emergency.

- **Confidential Information**

During your use of the Services, Enadoc may share with you information that is confidential, sensitive or should be kept secret. For example, if we tell you about our product roadmaps, product designs and architecture, technology and technical information, provide you with security audit reviews, business and marketing plans, or share with you our business processes, these should always be considered confidential to Enadoc.

Similarly, we agree that your Content, Credit Card / Banking information and information contained in your account is confidential to you.

Also, if either of us provide any documents to the other that are labeled "confidential" (or something similar), or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential such information is to be treated as confidential information.

However, if you tell us information that: (a) we already know at the time you tell us; (b) was told to us by a third party who had the right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information, then that information will not be considered confidential. The same goes for information that we tell you that falls into any of these categories.

Lastly, we both agree that: (i) we will treat each other's information with the same degree of care that we treat our own confidential information; (ii) will use each other's confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential (as we've outlined in this section); and (iv) not share the information with any third party except as allowed in these Terms or through the Services. Of course, confidential information will always remain the property of its owner.

- **Content Storage**

The Services are provided from Singapore. By using and accessing the Services, you understand and agree to the storage of Content and any other personal information in Singapore. However, you understand that you (or other people that you collaborate with) can access the Services (including Content) from outside of Singapore (subject to applicable law) and that nothing prohibits the processing of other information outside of Singapore. Enadoc does offer products that enable storage and/or processing of Content outside of Singapore.

- **Acceptable Use Policy**

You agree you will not, nor will you encourage others or assists others, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization or Enadoc and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Enadoc) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to violate any law of distribute malware or malicious Content; or (g) distribute, post, share information or Content you don't have the right to or is illegal.

As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your Enadoc user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services.

- **Suspension and Termination of the Service**

We reserve the right to suspend or terminate your access to the Service at any time in our sole discretion. You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon termination you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or the Acceptable Use Policy terms in Section 9. You must make such request within 14 days following termination otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this 14-day period.

- **Updates to the Service**

We can make necessary deployments of changes, updates or enhancements to the Services at any time. We may also add or remove functionalities or features, or we may suspend or stop the Services altogether.

- **Third Party Services**

Enadoc may make available to you optional third-party applications, services or products, for use in connection with the Services ("**Third-Party Products**"). These Third-Party Products are not necessary for the use of the Services and your use (and any exchange of any information, license, payments etc., are between you and the third party provider) is solely between you and the applicable third party provider. Enadoc makes no warranties of any kind and assumes no liability of any kind for your use of such Third-Party Products.

If you have any questions or concerns regarding the Third-Party Products, then please contact the applicable third party provider.

- **Software License**

(a) License Grant. Under the terms and conditions of this Agreement, Enadoc Pte. Ltd. grants you the non-exclusive, non-transferable, non-sublicensable right to use the software on a network or standalone computer. Use of the Software by more than the specified number of concurrent users or for the benefit of any CPU which is not a Client on the Local Area Network is expressly prohibited. This Agreement does not convey to you an interest in or to the Software, but only a limited right of use revocable in accordance with the terms of this Agreement.

(b) Volume Restrictions and Software Keys. If you received a version of Enadoc software under a license subject to software-based volume restrictions your use of the Software may not exceed the annual or monthly volume limits specified in the "Volume License(s)" appearing on the associated Enadoc sales invoice and in the Software's activation code.

- **License Restrictions.**

Enadoc and its resellers and distributors reserve all rights not expressly granted to you under this Agreement. You may not modify or alter the software in any way. You may not disassemble, decompile, or reverse engineer the software in order to obtain the source code, which is a trade secret of Enadoc. You may not lease, sublicense, or otherwise rent the Software and accompanying documentation.

- **Ownership.**

No title to or ownership in the Software is transferred to you. You acknowledge and agree that Enadoc and its third-party partners and suppliers own and retain all rights, title, and interest in the software and ownership of all intellectual property rights in the software, including any adaptations or copies. You acquire only a license to use the Software. The Software is the propriety product of Enadoc and/or its suppliers and is protected by copyright laws and international provisions of the countries it is located in. You must treat the Software as any other copyrighted material with the exception that:

(a) You may make a single copy of the software in non-printed machine-readable form for each Client CPU on the licensed Local Area Network, and

(b) You may make a single copy of the Software solely for back-up or archival purposes, or transfer the Software to a single hard disk provided you keep the original solely for back-up or archival purposes. You agree not to attempt in any way to obliterate or destroy the trade

secret or copyright notice in all copies of the Software. In no event shall you copy the documentation, or any portion thereof, accompanying the Software. You may not use, copy, modify, or transfer the Software or documentation accompanying this Software except as expressly provided in this Agreement. You agree to keep a written record of all copies of the Software made and the disposition thereof and furnish a copy of such record to Enadoc upon request.

- **Content.**

While you use Enadoc, you agree that Enadoc and our owner, licensor(s), own(s) all legal right, title, and interest in and to the Service, including, and without limitation to, all software comprising a part of the Service that is hosted on Enadoc's servers. Also, Enadoc reads the texts in the documents for the process of generating smart tags. Documents are read anonymously. We do not copy, store, use or share the texts or the information stated on documents.

- **Term.**

This license is effective until terminated. You may terminate it by destroying the software and accompanying documentation and all copies thereof. This license will also terminate if you fail to comply with any term or provision of this Agreement. You agree upon such termination to destroy the software and accompanying documentation and all copies thereof.

- **Limited Warranty.**

In the absence of any optional warranty or continuing provisions extended by a formal written agreement, Enadoc warrants its software in accordance with the following:

(a) Limited Warranty. Enadoc warrants solely on its behalf and for your benefit alone. The Software will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from your receipt of the software. Enadoc further warrants solely on its behalf and for your benefit alone, that the optical media on which the Software is recorded shall be free from defects in materials and workmanship during the warranty period and under normal use. Except as expressly provided herein, neither Enadoc nor its suppliers warrant the performance or results of the Software, that the software will meet your requirements, or that the Software will run uninterrupted or error free.

(b) Exclusive Remedy. Enadoc's entire liability and your exclusive remedy shall be the replacement of any media not meeting the limited warranty set forth above, provided it is returned to Enadoc as set forth below. Warranty claims must be received by Enadoc within the warranty period. In the event of a warranty claim, you shall be responsible for the removal of the defective software, shipping charges for return to Enadoc, and installation of its replacement. Replaced software, or any part thereof, shall become the property of Enadoc and shall be returned to Enadoc at your expense.

- **Trials**

You can sign-up for a trial for some of the Services and your trial period starts on the day you create the trial account and lasts for designated number of days in the trial portal. If you are on a trial, you may cancel at any time until the last day of your trial. If you do not wish to incur charges, you must cancel the account by the end of the trial period.

If you do not cancel your account and we have told you the account will converted to a paid subscription at the end of the trial period, then you authorize us to charge your credit card for that specific Service. You may, however, cancel your subscription before the next billing cycle in accordance with these Terms, but no credits or refunds will be available.

- **Fees**

Enadoc offers both free and paid Services. If you choose to subscribe to a paid Service, you agree to pay the fees ("Fees") as quoted to you when you purchase that Service. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Service (for example, data charges and currency exchange settlements). You will pay the Fees in the currency Enadoc quoted at the time of purchase. Enadoc reserves the right to change the eligible currencies at any time.

Enadoc reserves the right to change its prices at any time, however, if we have offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After the offer period ends, your use of the Service will be charged at the then-current Fee(s). **If you don't agree to these changes, you must stop using the Service and cancel via email to (with cancellation confirmation from a Enadoc representative).** If you cancel, your Service ends at the end of your current Service period or payment period, and no refunds for previously paid services will be issued.

If you do not cancel in accordance with these Terms, the subscription for the Service will automatically renew at the then-current price and for the same subscription period. We will charge your credit card on file with us on the first day of the renewal of the subscription period.

- **Billing / Payment**

If you select a paid Service, you must provide us with current, complete, accurate and authorized payment method information (e.g. credit card information). You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring basis. To the extent Enadoc has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

- **Subscription Period**

You may elect one of the following subscription plans and billing options (please note that there might be only one of these options available depending on the Service purchased):

A monthly subscription plan ("**Monthly Subscription Plan**"). The subscription period for the Monthly Subscription Plan will be for one month and will automatically renew unless you cancel your Monthly Subscription Plan at least three business days prior to the renewal date. You will be billed on or about the same day each month until such time that you cancel.

An annual subscription plan ("**Annual Subscription Plan**"). The subscription period for the Annual Subscription Plan will be for one year and will automatically renew each year on the anniversary unless you cancel at least three business days prior to your renewal date. You will be billed annually on or about the same day each year until such time that you cancel. Note that under the Annual Subscription Plan you will not be permitted to cancel, reduce the number of seats, or downgrade the Enadoc Service you have selected until the anniversary

date. **Be aware that you are committing to a one-year plan; if you are not certain, we recommend choosing the Monthly Subscription Plan.**

If you select the Monthly Subscription Plan, you can switch to the Annual Subscription Plan at any time. If you select the Annual Subscription Plan, you may not change to the Monthly Subscription Plan until the end of the one-year term of your Annual Subscription Plan.

- **WARRANTY DISCLAIMER**

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY ENADOC AND ITS SUPPLIERS. Some jurisdictions do not allow certain disclaimers and limitations of warranties, so portions of the above limitations may not apply to you. This limited warranty gives you specific rights and you may also have other rights which vary from state to state.

- **LIMITATION OF LIABILITY.**

IN NO EVENT SHALL ENADOC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL ENADOC'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OUT OF WHICH SUCH CLAIM AROSE. In those jurisdictions that do not allow the exclusion or limitation of damages, Enadoc's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

- **DATA RETENTION.**

You agree that Enadoc may remotely remove your data from the cloud after three months (90 days) of non-renewal of subscription. Your subscription maybe renewed within three months (90 days) before the expiration date to avoid data loss. Retention of data in the cloud after the non-renewal thereof cannot be guaranteed.

- **Government Restricted Rights.**

The software and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (b)(3) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software – Restricted Rights at 48CFR 52.227-19, as applicable. Supplier is Enadoc Pte. Ltd. 14 Robinson, #13-00 Far East Finance Building, Singapore.

- **Export.**

You agree that you do not intend to and will not, directly or indirectly, export, or transmit the Software or related documentation and technical data to any country to which such export or transmission is restricted by any applicable regulation or statute of the country where the software is being used, without the prior written consent, if required, of the Export Administration of the country where the software is used or such other governmental entity as may have jurisdiction over such export or transmission. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country.

- **Indemnification.**

You shall defend, indemnify, and hold Enadoc, its officers, directors, and employees, harmless from and against any and all claims, damages, losses, costs, or other expenses (including reasonable attorneys' fees) that arise directly or indirectly out of your willful misconduct or unauthorized use of the Software.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENADOC, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND ENADOC RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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