

Terms of Use Agreement • SDS Softwares

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Legal Information

SDS SOFTWARES ("SDS SOFTWARES", "COMPANY," "WE," "US") PROVIDES THIS WEB SITE AND ALL SITE-RELATED SERVICES, INCLUDING THE CONTENT AND CODE RELATED THERETO (COLLECTIVELY, THE "SITE"), SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS TERMS OF USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS SITE. By using the Site, you agree to be bound by these terms and conditions. If you are using this Site or its services as the representative of an employer, recruiter, staffing agency, or other business, you represent that you have the authority to bind such employer, recruiter, staffing agency, or other business entity to these terms and conditions, and by using the Site or our services, you agree that such employer, recruiter, staffing agency, or other business entity is bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use the Site.

This Agreement is made between the Company and you, the Site visitor and/or registered user and as applicable the business you represent ("you"). We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Site, including eliminating or discontinuing any content on or feature of the Site, restricting the hours of availability or limiting the amount of use permitted; or
- Change any fees or charges for use of the Site, including instituting new or increased fees or charges for the use of the Site or any other Site-related services or any feature thereof.

Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site or via electronic mail. Your use of the Site after such notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version. Upon our request, you agree to sign a non-electronic version of this Agreement.

You must be at least 14 years of age to use the Site.

Ownership; Proprietary Notices

© 2004 – 2018 SDS Softwares All Rights Reserved.

The Site, including all pages within and all code related thereto, is the property of SDS Softwares No portion of the materials or code on these pages or anywhere on the Site may be reprinted or republished (other than as is necessary to view the page on your monitor) in any form without the express written permission of the Company.

SDS SOFTWARES® is a registered service mark of the Company. The following are trademarks and/or service marks owned by the Company that are not yet registered in the United States: **Tech Jobs.**

Tech Talent.™, SDS Softwares.com™, Nobody Gets IT Like SDS Softwares™, The IT Career Solutions Company™, SDS Softwares.com/High tech jobs online™, D&L Online™, and the SDS Softwares logo. All other trademarks and/or service marks used in this Site are the trademarks and/or service marks of their respective owners.

The Site is owned and operated by us in conjunction with others pursuant to contractual arrangements. Unauthorized use of the materials on the Site may violate copyright, trademark, patent and other laws and is prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

Warranty Information; Disclaimer

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE RELATED SERVICE, OR ANY PRODUCT OR SERVICE LICENSED, PURCHASED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SDS SOFTWARES AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, SPONSORS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT NEITHER SDS SOFTWARES, ITS SUBSIDIARIES, AFFILIATES, SPONSORS, SUPPLIERS NOR AGENTS MAKES ANY REPRESENTATION AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE SITE-RELATED SERVICES.

SDS SOFTWARES AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR THE SERVER(S) ON WHICH IT IS HOSTED) OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF SDS SOFTWARES OR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AGENTS, REGISTERED USERS, OR VISITORS, WHETHER MADE ON THE SITE, OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.**

You acknowledge that the Site could include inaccuracies or errors, or materials that violate these Terms of Use (specifically, the "Code of Conduct" section). Additionally, you acknowledge that unauthorized additions, deletions and alterations could be made by third

parties to the Site. Although the Company attempts to ensure the integrity and the accuracy of the Site, it makes no guarantees whatsoever as to the Site's completeness or correctness. In the event that such a situation arises, please contact us at info@sdssoftwares.co.uk with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement".

The Site is only a venue allowing for the posting by employers, recruiters and staffing agencies of available job opportunities at their companies or companies they represent (hereinafter referred to collectively as "employers") and by candidates of their own resumes. The Company does not evaluate or censor the resumes, job listings or other information posted to the Site. Moreover, the Company is not involved in the actual transaction, if any, between potential employers and candidates. Consequently, we have no control over the quality, safety or legality of the job listings or resumes posted to the Site, the truth or accuracy of such job listings or resumes, the ability of employers to hire candidates or the ability of candidates to fill job openings.

Because user authentication on the Internet is difficult, the Company cannot and does not confirm that users are who they claim to be. Because we do not and cannot be involved in user-to-user transactions or control the behavior of the Site's users, in the event that you have a dispute with one or more Site users, you release SDS Softwares (and its subsidiaries, affiliates, agents and employees) from all claims, demands and damages (actual and consequential, direct and indirect) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. You acknowledge that there may be certain risks, including but not limited to the risk of physical harm and of dealing with strangers, underage persons or people acting under false pretenses, associated with pursuing relationships begun on the Internet. You assume all risks related to dealing with other users with whom you have had contact through the Site.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume, job listing or other material you post to the Site. The Company neither warrants nor guarantees that a resume or job posting will be viewed by any specific number of users, or that a resume or job listing will be viewed by any user. We are not to be considered as an employer with respect to your use of the Site and we shall not be responsible for any employment decisions made by any entity posting job listings or resumes to the Site.

Limitation of Liability

NEITHER SDS SOFTWARES NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE

AND/OR CONTENT CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE.

Acknowledgement

This Site may contain links to other web sites operated by third parties, other than affiliates of the Company ("Linked Sites"). We neither control nor endorse such other web sites, nor have we reviewed or approved any content that appears on the Linked Sites. You acknowledge that when you click on a link to visit a Linked Site, a frame may appear that contains the Company logo, advertisements and/or other content selected by the Company. You acknowledge that the Company and its sponsors neither endorse nor are affiliated with the Linked Sites and are not responsible for any content that appears on the Linked Sites. You also acknowledge that the owner of the Linked Site neither endorses nor is affiliated with the Company and its sponsors.

Void Where Prohibited; Indemnification

Although the Site is accessible worldwide, not all products or services discussed, referenced or made available on the Site are available to all persons or in all geographic locations or jurisdictions. We make no representation that materials in the Site are appropriate or available for use in locations outside the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws if and to the extent local laws are applicable. The Company reserves the right to limit the availability of the Site and/or the provision of any product or service described thereon to any person, geographic area, or jurisdiction it so desires at any time and in our sole discretion and to limit the quantities of any such product or service that we provide.

You agree to indemnify, defend and hold us, our affiliates, sponsors, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) your violation of the Code of Conduct, and/or (c) your activities in connection with the Site or Site-related services including Processing of Personal Data (as defined below)

Code of Conduct

While using the Site or Site-related services, you agree not to do any of the following without our prior written authorization:

- Post any inaccurate, untimely, stale, incomplete or misleading information.

- Post any employment opportunity or requirements that are inaccurate or not available with a verifiable company that is directly represented by your office.
- Post any employment opportunities that are not technology-related, or are outside a technology-related field or organization.
- Key code (by overuse of a skill set, term or definition within a job posting, profile, resume or otherwise in an effort to gain priority placement of a posting), copy other job postings as your own, post the same position multiple times on the Site or post multiple positions within one posting.
- Place any contact information within a job posting that is different from or in addition to contact information provided when subscribing to the SDS Softwares service.
- Post any employment opportunity that does not contain a company URL, e-mail address or "apply online" application.
- Resell or make available to any person not expressly licensed by SDS Softwares, whether via phone, fax, e-mail, mail or any other medium, any of the SDS Softwares services or any information obtained therefrom, including without limitation the Hotlist, resumes or candidate information.
- Share passwords, login information or named user identification or otherwise allow multiple offices or users to access the SDS Softwares service on a basis that is other than what was originally subscribed for. A named user is defined as one unique individual user with one unique password. An office is defined as a location where a named user routinely accesses or uses the SDS Softwares service under express license from SDS Softwares.
- Use any search engine, software, tool, electronic storage or retrieval device, agent or other device or mechanism, including without limitation browsers, spiders, robots, avatars or intelligent agents (collectively "Devices") that is not approved by SDS Softwares to navigate, search or store information from the Site. Approved Devices include those made available by SDS Softwares on the Site, or other generally available third party web browsers, e.g., Mozilla Firefox, Google Chrome, Microsoft Internet Explorer, or generally available search engines, e.g., Google or Bing.
- Allow job postings or employment requirements to remain posted on the Site for more than 24 hours after they are no longer viable or valid. To the extent that a position is placed on "hold" or is otherwise not available for immediate placement, the posting must be removed from the Site until such time as the position is a viable opening.
- Engage in spamming, flooding, soliciting or mass marketing via e-mail, direct mail, telephone, or otherwise to SDS Softwares job seekers or subscribers.
- Express or imply that any statements you make are endorsed by us.
- Impersonate any person or entity, including, without limitation, a SDS Softwares employee or agent, a user of SDS Softwares's services, including a candidate, placement specialist or an employer, or otherwise misrepresent your affiliation with any person or entity.
- Respond to a job listing on behalf of anyone other than yourself.
- Delete or revise any material posted by any other person or entity.
- Restrict or inhibit any other user from using and enjoying the Site and services, including, without limitation, by means of "hacking" or defacing any portion of the Site.
- Post or transmit (a) any incomplete, false or inaccurate biographical information or information that is not your own accurate resume (i.e., the resume of a living individual seeking employment on a full-time or part-time basis on his or her own behalf); (b) any content or information that is unlawful, fraudulent, threatening, abusive, libelous,

defamatory, obscene or otherwise objectionable or harmful, or that infringes on our or any third party's intellectual property or other rights; (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication; (d) any information or software that contains a virus, worm, Trojan horse or other harmful or disruptive component; (e) any trade secret of any third party; or (f) any material, nonpublic information about companies without the authorization to do so.

- Post or transmit any job advertisement or posting that does not comply with applicable law, including, but not limited to, United States federal, state and local laws relating to equal employment opportunity and employment eligibility verification; including post or transmit any job advertisement or posting that require a visa as a condition of employment; or that require United States citizenship or lawful permanent residence in the United States as a condition of employment, except when necessary to comply with law, regulation, executive order, or government contract.
- Use the Site for any unlawful commercial, research or information gathering purposes.
- Communicate, send, or place unsolicited e-mail, telephone calls, mailings or other contacts to posting individuals and entities.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark, or other proprietary rights notices contained in the Site.
- "Frame" or "mirror" any part of the Site.
- Link to any page of or material on the Site other than the URL located at <http://www.SDS Softwares.com/>.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.
- Print out or otherwise copy or use any personally identifiable information about candidates for purposes other than consideration of the candidates for potential employment by your company.

SDS Softwares assumes no responsibility or liability for any personnel selected by your company. Selection, retention or hire of any individual or entity is based solely on your company's investigation, verification and determination that such hire is suitable for your company's purposes.

Your company agrees to and will hold the Company harmless from any claims, damages or losses incurred by your company or any other party as a result of your use of the SDS Softwares system.

You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site and Site-related services.

The Company has no obligation to monitor the Site or Site-related services, including any forum, or any materials that you or other third parties transmit or post on to the Site. However, you acknowledge and agree that the Company has the right (but not the obligation) to monitor the Site and Site-related services, including any forum, and the materials you transmit or post, to

alter or remove any such materials (including, without limitation, any posting to the Site), and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly, to protect itself, its sponsors, its registered users and visitors, and to comply with legal obligations or governmental requests. The Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it deems in its sole discretion to be unacceptable, offensive or in violation of this Agreement. The Company also reserves the right to prohibit any user who, in the Company's sole discretion, violates the Code of Conduct or other terms of this Agreement from using the Site and related services. Such prohibition may occur without notice to the user.

PROCESSING OF PERSONAL DATA

Company will make available to corporate clients to which it provides services (“Clients”) information relating to an identified or identifiable natural person (“Personal Data”). With respect to such Personal Data, Company and its Clients shall both be regarded as Data Controllers. With respect to Processing of Personal Data covered by the General Data Protection Regulation (“GDPR”) or any other law regarding the collection, use, disclosure, or security of Personal Data (“Data Protection Laws and Regulations”), Client shall have the obligations set forth in this section. All capitalized terms not otherwise defined in these Terms and Conditions shall have the same meaning as provided by GDPR.

Client shall treat Personal Data as confidential information.

Processing of Personal Data shall solely be done in accordance with this Agreement.

Client shall comply with all obligations of a Data Controller under the GDPR and any other Data Protection Law and Regulation with respect to its Processing of Personal Data. Client shall ensure that there is a valid, lawful basis for all Processing of Personal Data that Client undertakes or directs to be undertaken on its behalf, and that it has obtained all necessary consents or authorizations under GDPR or any other Data Protection Law and Regulation for its Processing. Client shall ensure that Client is entitled to access the relevant Personal Data and can lawfully use, Process, and transfer Personal Data in accordance with these Terms and Data Protection Law and Regulations.

In the event Client engages Sub-processors, Client shall implement written contracts to ensure compliance with all obligations mandated by Data Protection Laws and Regulations associated with the Personal Data they are Processing. Client shall only engage Sub-processors capable of Processing Personal Data in compliance with Data Protection Laws and Regulations, including GDPR. Client shall be liable for the acts and omissions of its Sub-processors to the same extent Client would be liable if performing the Processing of each Sub-processor directly.

Upon notice, Client shall stop and remediate any unauthorized Processing.

Client shall comply with any requests by Data Subjects to exercise their individual rights under GDPR or any other data protection law, including rights to access, correct, amend, block, restrict, or delete their Personal Data, as required by Data Protection Laws and Regulations.

Client shall, to the extent legally permitted, promptly notify Company if it receives a request from a Data Subject for exercise of an individual right under GDPR or any other law, including rights for access to, or correction, amendment, blocking, restriction, or deletion of that person's Personal Data, that may impact Company's Processing of the Personal Data. Client shall fully address that person's request unless it is not possible to do so without assistance from Company. In any such case, Client shall provide commercially reasonable cooperation and assistance to Company in relation to handling of a Data Subject's request.

Client shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are under an appropriate obligation of confidentiality (whether contractual or statutory). Client shall take commercially reasonable steps to ensure the reliability of any personnel engaged in the Processing of Personal Data.

Client shall implement and maintain administrative, physical, and technical safeguards to ensure protection of the security, confidentiality, and integrity of Personal Data, as provided by Data Protection Laws and Regulations, including GDPR. Client's security measures must be designed to protect Personal Data from and against accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access. Client shall regularly monitor compliance with its safeguards. Client will not take any action or engage in any practice that in any way decreases the overall security of Company or its Services.

Taking into account the nature of Processing and the information available to Client, Client shall assist Company, to the extent necessary or appropriate, with Company's obligations pursuant to Art. 32 – 36 GDPR, in particular with respect to the security of the Processing, data protection impact assessments, and consultation with Supervisory Authorities.

The Client shall immediately notify Company if it is subject to any investigation by a Supervisory Authority, and if it becomes subject to any control procedures or measures imposed by a Supervisory Authority pursuant to the GDPR or other Data Protection Law and Regulation. This shall also apply to the extent that a competent authority conducts investigations at Client pursuant to the GDPR or other Data Protection Law and Regulation.

If Client transfers Personal Data to a third country or international organization, Client shall make such transfer only in accordance with GDPR and Data Protection Law and Regulations, and agrees to disclose or publish information on the appropriate or suitable safeguards that have

been used to make such transfers to the third country to the extent required under the GDPR or other Data Protection Law and Regulation to inform the Data Subject.

Client shall maintain security incident management policies and procedures and shall, to the extent permitted by law, promptly notify Company of any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of, or access to Personal Data, Processed by Client or its Processors of which Client becomes aware (a “Security Breach”) without undue delay and in any event within 24 hours. Client shall make reasonable efforts to identify and remediate the cause of such Security Breach. Client shall be solely responsible to notify Supervisory Authorities and Data Subjects of any Security Breach and pay all costs associated with the same.

Restricted Rights Legend

Use, duplication or disclosure by the Government is subject to the restriction as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause as DFARS 252.227-7013 and FAR 52.227-19, as applicable. Supplier is SDS Softwares.

Making Purchases

If products or services are made available at the Site, and if you wish to license or make purchases of products or services described on the Site, you may be asked by us or the applicable merchant or service provider to supply certain information, including but not limited to credit card or other information. If you submit such information to us, you understand that any such information will be treated by Company in the manner described in our Privacy Policy. You agree that all information that you provide to us or any such merchant or service provider will be accurate, complete and current. You agree to pay all charges incurred by you or any users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Moreover, you agree to review and to comply with the terms and conditions of any specific agreement, if any, that you enter into with the merchant and/or service provider in connection with the licensing or purchase of any product or service.

Submissions

Because our designees and we host job boards and other forums found on the Site and elsewhere and, therefore, redistribute materials you give us, we require certain rights in those materials. Therefore, by sending or transmitting to us resources, information, ideas, notes, concepts, trademarks, service marks or other materials (including, but not limited to, job postings) (collectively, "Content"), or by posting such Content to any area of the Site, you grant us and our

designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to link to, reproduce, distribute (through multiple tiers), adapt, create derivative works of, publicly perform, publicly display, digitally perform or otherwise use such Content in any media now known or hereafter developed. You hereby grant the Company permission to display your logo, trademarks and company name on the Site and in press and other public releases or filings. Further, by submitting Content to the Company, you acknowledge that you have the authority to grant such rights to the Company. PLEASE NOTE THAT YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS AND SERVICE MARKS IN ANY CONTENT YOU SUBMIT.

None of the Content is endorsed by the Company, and the Company cannot and does not make any representations with respect to the truth or reliability of the Content. The Company reserves the right to remove any Content, in whole or in part, from the Site.

Communications between the Company and the users of the Site are not confidential.

Registration; Use of Secure Areas and Passwords

Some areas of the Site may require you to register with us. When and if you register, you agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address) and (b) to maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You acknowledge that should any information provided by you be found to be untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement with you and your use of the Site.

As part of the registration process, your user name will be your email address and you will be asked to select a password. We may refuse to allow you to use a username that impersonates someone else, may be illegal, may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your password and agree not to distribute, transfer or resell your use of or access to the Site to any third party. If more than one individual wishes to use a single password belonging to a registered user, such registered user must request permission from the Company in writing, it being understood that the Company shall be under no obligation to approve any such request. If you are a job seeker who has reason to believe that your account with us is no longer secure, you must promptly change your password by updating your account information from the "My SDS Softwares" tab of the Site and immediately notifying us of the problem via email addressed to info@sdssoftwares.co.uk . If you are a customer who has reason to believe that your account with us is no longer secure, you must promptly contact Customer Support via email addressed to info@sdssoftwares.co.uk . YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND SOLELY AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have a good faith belief that materials hosted by us infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to **SDS Softwares, 1539 Stratford Road, Hall Green Birmingham West Midlands, B28 9JA, Sales & Support: +44 203 006 3067**, Attention: Vice President & General Counsel. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Miscellaneous

This Agreement is entered into in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules. Each party to this Agreement hereby submits to the exclusive jurisdiction of the state and federal courts sitting in the County of New York in the State of New York for any dispute arising under or in connection with this Agreement, the Site or any Site-related services, and waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Failure of any party to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power at any subsequent time.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the

parties hereto are expressly canceled. This Agreement is not assignable, transferable or sub-licensable by you except with prior written consent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The Company reserves the right in its sole discretion to terminate the use of the Site by a user at any time.

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes.

1. Eligibility:

You must be 18 years of age or older in order to use the Services, to register for an account, use the Website or submit reviews or other User Content.

2. Registration:

As part of your use of the Services, you may have to create an account. You are responsible for your account and agree to provide, upon registration, and at all times maintain, accurate, current, and complete information. SDSsoftwares reserves the right, in its sole discretion, to refuse to keep accounts for or provide Services to, any individual. SDSsoftwares reserves the right to suspend or terminate your account if any information provided during the registration process or at other times proves to be inaccurate, not current or incomplete. You are responsible for ensuring the confidentiality and security of your account information, including your username and password. You will immediately notify us of any unauthorized use of your account. We cannot and will not be liable for any loss or damage arising from your failure to properly comply with this section.

3. User Content:

“User content” means information/material that may or may not be viewable by other users (including text, images, audio, videos) that you submit to this website, for whatever purpose.

You grant to SDSsoftwares a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must be accurate and up to date. It must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or SDSsoftwares or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaints.

We reserve the right to edit or remove any material submitted to this website, or stored on SDSsoftwares servers, or hosted or published upon this website.

Notwithstanding SDSsoftwares rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, this website.

4. Indemnities & limitation of liability:

You agree to indemnify and keep indemnified and hold us on demand harmless from and against any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Server, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us in consequence of your breach or non-observance of these terms of business. This does not affect your statutory rights as a consumer.

We hereby exclude all conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services supplied under any agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose.

Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim and provided that you notify us of any such claim within one year of it arising.

In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

5. Intellectual Property rights:

The Client grants to the Developer a non-exclusive, revocable, royalty-free license to use and reproduce the Client Content solely for the purpose of performing its obligations under this Agreement. The website (including all content and resulting code) will be fully transferred to the Client on completion of the project. The software and coding produced by the Developer in respect of the Website (excluding any Client Content) (the “Developer Materials”) may be reused by the Developer on a royalty-free and irrevocable basis. The Client undertakes not to access, modify, alter all or part of the Developer Materials with a view to creating a separate website or licensing the Website to a third party or diminish the design and function of the Website, without the prior written consent of the Developer.

6. Third party websites:

We may provide links to third-party websites, and some of the content appearing to be on this site is in fact supplied by third parties, for example, in instances of framing of third-party websites or incorporation through framesets of content supplied by third-party servers. SDSsoftwares has no responsibility for these third-party websites, which are governed by the Terms of Use and privacy policies, if any, of the applicable third-party content providers.

7. Notices of Infringement:

SDSsoftwares prohibits the posting of any content that infringes or violates the copyright and other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the site, please write to us at the address shown below, giving a written statement that contains:

- (a) Identification of the copyrighted work and/or intellectual property right claimed to have been infringed.
- (b) Identification of the allegedly infringing material on the Site that is requested to be removed.
- (c) Your name, address, and daytime telephone number, and an e-mail address if available.
- (d) A statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law.
- (e) A statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed.
- (f) The signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. We will remove any posted content that infringes the copyright or other intellectual property rights of any person under Indian law upon receipt of such a statement.

8. Law and jurisdiction:

These Terms and Conditions and any separate agreements whereby we provide you will be governed by and construed in accordance with the laws of the United Kingdom.