



This Subscription Terms of Service ("Agreement") is entered into by and between the Orca Scan entity set forth below ("us", "we", or "our") and the entity or person placing an order for or accessing any Services on Orca Scan ("Customer" or "you"). If you are accessing or using the Services on behalf of your company, you represent that you are authorised to accept this Agreement on behalf of your company, and all references to "you" or "Customer" reference your company.

These Terms apply to all visitors, users and others who access or use the Service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms, so read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the orcascan.com website, the cloud.orcascan.com web application, and the Orca Scan mobile application (the "Service") operated by Orca Scan Ltd ("us", "we", or "our").

Modifications to this Agreement

From time to time, Orca Scan may modify this Agreement. Unless otherwise specified by Orca Scan, changes become effective for Customer upon renewal of Customer's current Subscription Term (as defined below) or entry into a new Order Form. Orca Scan will use reasonable efforts to notify Customers of the changes through communications via the Customer's account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or entering into a new Order Form, and in any event, continued use of the Services after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version. If Orca Scan specifies that changes to the Agreement will take effect prior to Customer's next renewal or order (such as for legal compliance or product change reasons) and the Customer objects to such changes, Customer may terminate the applicable Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the applicable Services for the terminated portion of the Subscription Term.

By indicating your acceptance of this agreement or accessing or using any services, you agree to be bound by all terms, conditions, and notices contained or referenced in this agreement. If you do not agree to this agreement, please do not use any services.

1. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the same conditions unless you cancel it or Orca Scan cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting the Orca Scan customer support team.

A valid payment method, including a credit card, is required to process the payment for your Subscription. You shall provide Orca Scan with accurate and complete billing information, including full name, address, state, zip code, telephone number, and valid payment method information. By submitting such payment information, you automatically authorize Orca Scan to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Orca Scan will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

2. Free Trial

Orca Scan may, at its sole discretion, offer a Subscription with a free trial for a limited period ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Orca Scan until the Free Trial has expired. On the last day of the Free Trial period, unless you cancel your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Orca Scan reserves the right to (i) modify the terms and conditions of the Free Trial offer or (ii) cancel such Free Trial offer.

3. Fee Changes

Orca Scan, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Orca Scan will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

4. Refunds

Except when required by law, paid Subscription fees are non-refundable.

5. Content

Our Service will allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service, and you are responsible for protecting those rights.

You represent and warrant that: (i) the Content is yours (you own it), or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

6. Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

7. Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Orca Scan and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Orca Scan.

8. Links To Other Web Sites

Our Service may contain links to third-party websites or services that are not owned or controlled by Orca Scan. Orca Scan has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Orca Scan shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services you visit.

9. Termination

This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms.

Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

Upon any expiration or termination of this Agreement, Customer will immediately cease any and all use of and access to all Services (including any and all related Orca Scan Technology) and delete (or, at Orca Scan's request, return) any and all copies of the Documentation, any Orca Scan passwords or access codes and any other Confidential Information in its possession. Provided this Agreement was not terminated for Customer's breach, Customer may retain and use internally copies of all reports exported from any Service before termination. The customer acknowledges that the following termination it will have no further access to any Customer Data input into any Service and that Orca Scan may delete any such data as may have been stored in the Orca Scan service at any time. Except where an exclusive remedy is specified, the exercise of either party

of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

10. Indemnification

You agree to defend, indemnify and hold harmless Orca Scan and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

11. Limitation Of Liability

In no event shall Orca Scan, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

12. Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Orca Scan, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components, or d) the results of using the Service will meet your requirements.

13. Exclusions

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will Orca Scan ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of

these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Orca Scan or any person for whom Orca Scan is responsible, and even if Orca Scan has been advised of the possibility of such loss or damage being incurred.

14. Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

15. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

16. Privacy Policy and Cookie Policy

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

17. Support

During the Subscription Term of each Service, Orca Scan will provide end-user support in accordance with the following information:

A. Support Hours

Support is provided 24 hours per day, 7 days per week, but response time may fluctuate outside weekdays and regular work hours of Greenwich Mean Time (GMT +1).

B. Incident Submission and Customer Cooperation

Customers may report issues or incorrect behaviour ("Incidents") by contacting Orca Scan in the Service via chat support or via email at hello@orcascan.com. The customer shall report information and assistance to Orca Scan as reasonably required to provide Support and resolve the Incident. This entails ensuring the following information is provided to the support team about the Incident:

Parts of the Service that are not functioning rightly or aren't available

Start time of Incident

Impact of the Incident on users

List of steps to reproduce the issue

Relevant log files or data

The wording of any error message

C. Exclusions

Orca Scan will not be obliged to provide Support if an Incident arises from (a) the use of the Service by a Customer in a manner not authorised in the Terms of Service Agreement; or (b) general Internet problems, force majeure events or other factors outside of Orca Scan's reasonable control; (c) Customer's equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions.

18. Co-Marketing

At the request of Orca Scan, the Customer agrees to participate in other reasonable marketing activities that promote the benefits of the Services to other potential customers and to use of Customer's name and logo on the Orca Scan website and in Orca Scan promotional materials. The customer agrees that Orca Scan may disclose the Customer as a customer of Orca Scan.

19. Fair Usage Policy

Use of the free tier of Orca Scan by multiple individuals under the same company domain is considered a violation of our fair usage policy. Any attempt to abuse the Orca Scan free tier may result in account suspension. Organisations intending to use Orca Scan with multiple users should subscribe to the appropriate paid plan.

Contact Us

If you have any questions about these Terms, please contact us at hello@orcascan.com