

Bundledocs Software

TERMS AND CONDITIONS



bundledocs

The following "Terms of Service" govern your use of the Bundledocs web site ("Service") made available by Meditati Ltd. ("Bundledocs"):

1. Limited Licence & Use of the Service

- 1) You are granted a non-exclusive, non-transferable, limited licence to access and use the Service.
- 2) Bundledocs does not review or pre-screen the contents of electronic data uploaded or posted to the Service ("Content") by you or by Authorized Users (as defined below), and Bundledocs claims no intellectual property rights with respect to the Content.
- 3) You agree not to reproduce, duplicate, copy, sell, resell or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML, Cascading Style Sheets ("CSS") or any visual design elements without the express written permission from Bundledocs.
- 4) You agree not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, Bundledocs, or any other software or service provided by Bundledocs.
- 5) You agree not to use the Service in any manner which may infringe copyright, data protection or intellectual property rights or in any manner which is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or in violation of these Terms of Service.
- 6) You agree not to use the Service to upload, post, host, or transmit unsolicited bulk e-mail "Spam", short message service "SMS" messages, viruses, self-replicating computer programs "Worms" or any code of a destructive or malicious nature.
- 7) The Service is protected by Irish and international copyright laws and treaties, as well as other laws and treaties. Except for the non-exclusive licence granted pursuant to this Agreement, you acknowledge and agree that all ownership, licence, intellectual property and other rights and interests in and to the Service shall remain solely with Bundledocs.
- 8) You and Authorized Users who configure the Service to share or make available certain Content, are deemed to acknowledge and agree that everyone will have access to the Content ("Public Content"). Bundledocs reserves the right, at any time, in its sole discretion, to take any action deemed necessary with respect to Public Content that violates these Terms of Service, including, but not limited to, removal of such Public Content.

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- 9) Bundledocs reserves the right, at any time, if your bandwidth usage exceeds 50 gigabytes per month (50Gb/month), or significantly exceeds the average bandwidth usage of other Authorized Users (as determined solely by Bundledocs), to immediately disable your subscription or throttle your file hosting (limit the speed at which you can upload or download documents) until you can reduce your bandwidth consumption.
- 10) Bundledocs reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with or without notice. Continued use of the Service following any modification constitutes your acceptance of the modification.
- 11) Bundledocs reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavour to provide reasonable notice prior to any such suspension.

2. ACCESS TO THE SERVICE

- 1) You are only permitted to access and use the Service if you are an Authorized User. "Authorized User" means an individual subscriber or the partners, members, employees, temporary employees, and contractors of an organization with a subscription to the Service ("Subscriber"). Authorized Users are required to provide their full legal name, a valid email address, and any other information requested by the Service.
- 2) Each Authorized User will be provided with a unique identifier to access and use the Service ("Username"). The Username shall only be used by the Authorized User to whom it is assigned, and shall not be shared with, or used by any other person, including other Authorized Users.
- 3) All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.
- 4) Bundledocs may offer trial or free subscriptions to the Service funded by advertisements. Bundledocs reserves the right at any time to modify or discontinue, temporarily or permanently, such subscriptions, with or without notice. Authorized Users using a free subscription shall not block the advertisements.

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3. SECURITY OF PASSWORDS

- 1) Authorized Users shall be responsible for protecting the security of Usernames and passwords, or any other codes associated to the Service known to them, and for the accuracy and adequacy of personal information provided to the Service.
- 2) Authorized Users will implement policies and procedures to prevent unauthorized use of Usernames, and will promptly notify Bundledocs, upon suspicion that a Username has been lost, stolen, compromised, or misused.

4. PAYMENT, REFUNDS AND ACCOUNT CHANGES

- 1) No refunds or credits will be issued for partial use of service, upgrade/downgrade refunds, or refunds for usage with an active account.
- 2) There are no charges for cancelling an account.
- 3) All prices are subject to change upon notice. Such notice may be provided by an e-mail message to the Authorized User, or in the form of an announcement on the Service.

5. CANCELLATION AND TERMINATION

- 1) Authorized Users are solely responsible for cancelling their account. Authorized Users may cancel their account at any time by contacting Bundledocs.
- 2) Bundledocs in its sole discretion, has the right to suspend or discontinue providing the Service to any Authorized User without notice for non-compliance with these Terms of Service, and pursue any other remedy legally available to it.
- 3) Upon cancellation or termination of an account, all Content associated with such accounts will be immediately, and irrevocably deleted from the Service.

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6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 1) The Service is provided on an "as is", "as available" basis and Bundledocs expressly disclaims all warranties, including the warranties of merchantability and fitness for a particular purpose.
- 2) Bundledocs, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of Bundledocs or its affiliates does not warrant that:
 - a. the Service will meet any specific requirements;
 - b. the Service will be uninterrupted, timely, secure, or error-free;
 - c. the results that may be obtained from the use of the Service will be accurate or reliable;
 - d. the quality of any products, services, information, or other material purchased or obtained through the Service will meet any expectations; and
 - e. any errors in the Service will be corrected.
- 3) Bundledocs, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of Bundledocs or its affiliates, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Bundledocs has been advised of the possibility of such damages), resulting from:
 - a. the use or the inability to use the Service;
 - b. the cost of procurement of a substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
 - c. any unauthorized access to or alteration of Authorized User transmissions or Content;
 - d. any price change, suspension or discontinuance of the Service;
 - e. any loss of Content, breach or security, modification to a feature or to the Service itself;

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- f. any loss of Content subsequent to a cancellation or termination of a subscription to the Service;
- g. statements or conduct of any third party on the Service or the content; or
- h. any other matter relating to the Service.

7. MISCELLANEOUS

- 1) Technical support is only provided to Authorized Users, and is only available through email correspondence.
- 2) You acknowledge and agree that Bundledocs may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- 3) You acknowledge and agree that the technical processing and transmission of data associated with the Service, including Content, may be transmitted unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 4) The failure of Bundledocs to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 5) The Terms of Service constitutes the entire agreement between you and Bundledocs and govern your use of the Service, superseding any prior agreements between you and Bundledocs (including, but not limited to, any prior versions of the Terms of Service).
- 6) You may not assign your rights or delegate your duties under this licence to access the Service without the prior written consent of Bundledocs.
- 7) These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Ireland applicable therein.

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