



## Terms & Conditions of Service

Thank you for your interest in Kaptur. The following document outlines the terms and conditions of service for Kaptur and all associated services.

### DEFINITIONS

"Client"	also referred to as "you" means the person, firm or company that has engaged Kaptur (trading name and service name of proprietary mobile software of No Letting Go Inventory Management Ltd) to carry out the Services
"Kaptur"	means Kaptur mobile software, Kaptur management suite (KMS), No Letting Go Inventory Management Ltd, or any of its employees, agents, contractors, authorised franchisees or a member of the No Letting Go network of affiliated providers and reference to 'us' 'we' or 'our' is a reference to Kaptur.
"Service"	means the software with which data collection is carried out and consists of all products, computer programs, services and web sites hosted or made available by Kaptur, which you may use for capturing, organizing, searching, storing, synchronizing, recognizing, reporting, analyzing, sharing and transmitting any number of notes, photos or scanned items collected in any digital manner.
"Data"	means all information entered or transferred in any way to Kaptur, whether directly or via a third party
"KMS"	means the Kaptur web based proprietary software management system
"Report"	means any type of report and/or other such associated services provided by Kaptur
"Landlord"	means any landlord or its or his representative
"Report"	means a Kaptur prepared document detailing the outcome of the provision of the services
"User"	means the person approved, assigned or allocated by Kaptur to use the software
"Information"	means the contents of the Report
"Content"	means information, data, text, images, software, sounds, graphics, video, messages, tags and other materials
"Matter"	means ideas, suggestions, documents and/or proposals

### 1.0 BASIS OF PROVISION OF SERVICES

By accessing any of our current or future websites or mobile applications ("Kaptur") you are agreeing to the terms of service outlined in this document as well as any other future terms or amendments. These Terms of Service govern your access to and use of any current or future Kaptur mobile or web based applications or software, any information, text, graphics, or other materials created and/or provided by Kaptur and appearing on any of the Apps, Files and any services and/or software provided through the App or by Kaptur. These Terms of Service limit Kaptur's liability and obligations to you, grant Kaptur certain rights and allow Kaptur to change, suspend or terminate your access to and use of the App, Content, Files and Services.

Your access to and use of the App, Content, Files and/or Services are expressly conditioned on your compliance with these Terms of Service. By accessing or using Kaptur, its Content, Files and/or Services you agree to be bound by these Terms of Service.

You may wish to save a copy of these Terms of Service for your records. In any event, be sure to regularly check these Terms of Service for any updates or other changes, which shall be legally binding upon you when we post them, whether or not we provide you any other notice of such changes. Your continued use of the Service after any update will be deemed to represent your consent to be bound by, and agreement with, the new Terms of Service.

If you agree to these Terms of Service on behalf of a business, you represent and warrant that you have the authority to bind that business to these Terms of Service and your agreement to these terms will be treated as the agreement of the business. In that event, "you" and "your" will refer and apply to that business.

### 2.0 USE OF SERVICE

Subject to the terms and conditions within, these Terms of Service, Kaptur grants you a non-exclusive license to utilize the Service as long as (i) you are of legal age to form a binding contract and (ii) you are not barred from receiving the Service under the laws of the England, Wales and Scotland. In order to access and/or use the Service, you may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continued use of the Service, and you will be responsible for maintaining the accuracy and completeness of such information.

You may also be provided with an account, username, password and/or an email address to access or use the Service, or to enable another to access, use and modify your reports. You are responsible for maintaining the confidentiality of the data and, accordingly, will be fully responsible for all activities that occur under your account, including activities of others to whom you have provided access to collect the data. You agree to immediately notify Kaptur of any unauthorized use of your Report Information, account or any other breach of security.

Unless otherwise agreed with Kaptur, you are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).



### 3.0 USER CONDUCT

You acknowledge and agree that all information, data, text, images, software, sounds, graphics, video, messages, tags and other materials, in whatever form and technical structure, whether publicly posted or privately transmitted or stored using the Service, are the sole responsibility of the person(s) originating such content and introducing such content into the Service. We reserve the right, but shall have no obligation, to pre-screen, reject, review, quarantine, delete or move any content available with the Service, without obligation to any person.

You agree that you are responsible for your own conduct and all conduct under your account, and all content that is created, transmitted, stored or displayed by anyone using your Report Information with the Service and for any consequences arising as a result thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with these Terms of Service and any separate agreements you have with Kaptur, and all applicable laws and regulations (including, without limitation, laws and regulations relating to the recording of audio, copyright laws, privacy laws and the storage and transmission of data and technology). Without limiting the foregoing, you shall be deemed to represent and warrant to Kaptur that you have the unfettered legal rights and authority to permit you to submit your Content to Kaptur in connection with your use of the Service, and such submission and the grant to Kaptur of the rights you grant herein in connection with Kaptur's offering and operation of the Service does not infringe the rights of any person or third party.

By submitting to Kaptur any ideas, suggestions, documents and/or proposals ("matter"), whether via the support portal or any otherwise, you acknowledge and agree that: (a) your information does not contain confidential or proprietary information; (b) Kaptur is not under any obligation of confidentiality, express or implied, with respect to the Information; Kaptur shall be entitled to use or disclose (or choose not to use or disclose) such Information for any purpose, in any way, in any media worldwide; (d) Kaptur may have something similar to the Information already under consideration or in development; (e) your Information automatically become the property of Kaptur without any obligation of Kaptur to you; and (f) you are not entitled to any accounting, compensation or reimbursement of any kind from Kaptur under any circumstances.

You further agree to NOT:

- (a) use our products or the Service for illegal purposes or for promotion of dangerous activities;
- (b) impersonate any person or entity, including, but not limited to, a Kaptur staff member, or falsely state or otherwise misrepresent your affiliation with Kaptur or any other person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (d) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (e) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (f) upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- (g) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected or applicable to the Service;
- (i) violate any applicable local, state, national or international law, including, but not limited to any rules of any national or other securities exchange, and any regulations having the force of law;
- (j) collect or store personal data about other users for commercial purposes;
- (k) allow usage by others in such a way as to violate these Terms of Service;
- (l) engage in commercial activities within the Service or on behalf of Kaptur without prior approval, including but not limited to the following activities:
  - (i) displaying a banner that is designed to profit you or any other business or organization; or
  - (ii) displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their web sites;



(m) employ tactics to prevent the full and complete display of advertisements within the Service, including, but not limited to, making style changes, customizations or overrides that effectively block or substantially impair the display of advertisements within the Service;

(n) exceed the scope of the Service that you have signed up for, for example, accessing and using features that you do not have a right to use or deleting, adding to or otherwise changing another person's entries or other content when you have not been granted the right to do so;

(o) access (or attempt to access) any of the Service by any means other than through the interface that is provided by Kaptur (unless you have been specifically allowed to do so in a Separate Agreement), or access (or attempt to access) any of the Service through any automated means (including use of scripts, web crawlers or the like) or otherwise engage the Service in a manner reasonably likely to be harmful to the systems operating the Service or the access or use of the Service by others; and/or;

(p) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Service (unless you have been specifically allowed to do so in a Separate Agreement).

If you encounter any of these prohibited uses, you may use the contact form at [www.Kaptursoftware.com](http://www.Kaptursoftware.com) and follow the instructions to submit the appropriate information to Kaptur.

#### **4.0 YOUR KAPTUR ACCOUNT**

To access the Kaptur service, you must contact the Kaptur support team who will set up your account up your behalf. Once set up you are able to create unlimited users against your Kaptur account. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of these Terms of Service, Kaptur are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorised third party may be using your account or if your account information is lost or stolen.

You may terminate your Kaptur account at any time in accordance with these Terms of Services.

#### **5.0 PRIVACY POLICY**

Our Privacy Policy is published at [www.Kaptursoftware.com](http://www.Kaptursoftware.com). By using the Service, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use of your data in accordance with such Privacy Policy.

#### **6.0 PROPRIETARY RIGHTS, LICENSES AND LIMITATIONS**

##### **Kaptur Rights**

You acknowledge and agree that Kaptur (and any licensors to Kaptur) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service (the "Software"), and all intellectual property rights therein (whether registered or not and wherever existing in the world). You further acknowledge and agree that the rights in the Service, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms of Service and any Separate Agreement. Except for the limited license rights specifically granted to you in these Terms of Service (and any rights expressly granted to you in a Separate Agreement), Kaptur and its suppliers own and shall retain all rights, title and interests, including, without limitation, intellectual property rights, in and to the Service and all Software utilized therein (and all copies thereof and related materials that are delivered or made available to you with the Service).

Except for the limited license and other rights granted in these Terms of Service, you retain all of the rights you had in your Content before you submitted it; unless you elect to enable others to view or have access to the Content you submit to the Service, no one else should see your Content without your consent. Of course, if you do elect to publish and share any portion of your Content you are enabling each of those permitted users access to and the ability to comment on your Content.

Kaptur hereby grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Software provided to you by Kaptur as part of the Service as provided to you by Kaptur, for the sole purpose of enabling you to use and enjoy the benefit of the Service as permitted by these Terms of Service, until your rights are terminated in accordance with these Terms of Service.



## 7.0 SERVICE COMPONENTS

### Automated Text Charges

Text charge costs will be provided in advance and billed as a separate agreement.

### Storage

Kaptur reserve the right to charge for additional or unusually high storage. Kaptur will notify you as you near the storage capacity limits and offer solutions to reduce storage.

We retain the right, at our sole discretion, to implement limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. You acknowledge that a variety of Kaptur actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that Kaptur has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content. Notwithstanding anything herein contained to the contrary Kaptur reserves the right to cease operations at any time with or without prior notice to anyone.

Kaptur may from time to time engage certain affiliates or other third parties to provide all or part of the Service to you, and you hereby acknowledge and agree that such third party involvement is acceptable. Further, you acknowledge that in using the Service to send electronic communications (including but not limited to email and uploading Content, and other Internet activities), you will be causing communications to be sent through computer networks owned by Kaptur and third parties that are located in United States and other countries and that, as a result, your use of the Service will likely result in interstate data transmissions. You understand that Kaptur, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

## 8.0 DATA STORAGE

Kaptur uses two systems to store its data. Its cloud system is via Amazon web Services (AWS) and locally on dedicated servers hosted and managed by rackspace in London data centres. <http://www.rackspace.co.uk/about-us/data-centres>

Kaptur uses Amazon Web Services (AWS) to host its software and applications. AWS is responsible for managing the security of the underlying cloud environment. AWS does not know what data customers are storing in AWS services, SO AWS cannot distinguish personal data from any other type of data stored by a customer as part of that customer's content.

AWS' world-class, highly secure data centres utilize state-of-the art electronic surveillance and multi-factor access control systems. Data centres are staffed 24x7 by trained security guards, and access is authorized strictly on a least privileged basis, limited to system administration purposes.

AWS are vigilant about the security of their underlying cloud environment, and have implemented sophisticated technical and organisational measures against unauthorized access. Customers can validate the security controls in place within the AWS environment through AWS certifications and reports, including the AWS Service Organization Control (SOC) 1 and 2 reports, ISO 27001 certification and PCI-DSS compliance reports. These reports and certifications are produced by independent third party auditors and attest to the design and operating effectiveness of AWS security controls. The applicable AWS compliance certifications and reports can be requested at <https://aws.amazon.com/compliance/contact>. More information on AWS compliance certifications, reports, and alignment with best practices and standards can be found at the AWS compliance site.

Amazon Web Services Inc., as a controlled U.S. subsidiary of Amazon.com, Inc., participates in the Safe Harbor program developed by the U.S. Department of Commerce, the European Union and Switzerland. Amazon.com, Inc. and its controlled U.S. subsidiaries have certified that they adhere to the Safe Harbor Privacy Principles, which can be viewed (along with Amazon.com, Inc.'s certification) on the U.S. Department of Commerce's Safe Harbor website. The Safe

Harbor Principles require Amazon.com, Inc., and its controlled U.S. subsidiaries to take reasonable precautions to protect personal data from loss, misuse and unauthorized access, disclosure, alteration and destruction.

All underlying Kaptur platforms are constantly maintained and all relevant security updates installed as required.



## 9.0 Digital Millennium Copyright Act

- If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- DMCA notices should be sent to [info@imagingsurvey.com](mailto:info@imagingsurvey.com). You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.
- Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
  - Your physical or electronic signature;
  - Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
  - A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
  - Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Diego, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Web Site Owner, it may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Owners' sole discretion.

## 10.0 SECURITY OF CUSTOMER DATA

Kaptur has the following policies in place to secure the data that is stored:

- Strong password policies, assigning appropriate permissions to users and taking robust steps to protect their access keys
- Appropriate firewalls and network segmentation including use of SSL and properly architecting systems to decrease the risk of data loss and unauthorised access
- Appropriate redundancy schemes and backup strategies to mitigate the risk of data loss or unavailability

AWS data centres are built in clusters in various countries around the world. Kaptur has access to eleven AWS Regions around the globe, including two Regions in the EU

– Ireland (Dublin) and Germany (Frankfurt). Kaptur has chosen two Regions – Ireland (Dublin) and US (Oregon) – to store Kaptur customer data. AWS does not move customer content outside of our chosen Regions. Kaptur would only chose to move data to another Region if server issues in Ireland or the US were causing customer data to be inaccessible or insecure.

## 11.0 MODIFICATIONS

We reserve the right at any time and at our sole discretion to modify or discontinue, temporarily or permanently, the Service or any part thereof (including Software), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. In connection with any modification of the Service, Kaptur may automatically download and install software updates from time to time with the intention of improving, enhancing, repairing and/or further developing the Service, and you agree to permit Kaptur to deliver these to you (and you to receive them) as part of your use of the Service.



## 12.0 TERMINATION

You may discontinue your use of the Service at any time, for any or no reason, by providing 30 days written notice. All property data and reports will be unavailable once you cancel. Kaptur may also terminate the Service, or your access to or use of the Service or your account, with or without notice. Reasons for Kaptur terminating your account or the Service include, without limitation:

- (a) breach or violation of these Terms of Service or any Separate Agreement
- (b) your request or self-effecting account deletion
- (c) an extended period of inactivity (determined in Kaptur's sole discretion)
- (d) your non-payment of any fees or other sums due Kaptur or any other party related to your use of the Service
- (e) downgrading and upgrading your payment plans on a regular basis
- (f) requests by law enforcement or other government agencies
- (g) the discontinuance or material modification to the Service (or any part thereof)
- (h) unexpected technical or security issues or problems or
- (i) for no reason at all.

Except where Kaptur has serious grounds for not doing so, Kaptur shall give you reasonable notice prior to exercising such termination rights. In the event of any termination, we will close your account and you will no longer be able to retrieve Content contained in that account or otherwise use the Service. Except where this Agreement is terminated:

- (a) by Kaptur for a breach of this agreement by you; or
- (b) by you for convenience, Kaptur shall reimburse you for any properties paid for but not yet delivered at the time of termination (if any).

## 13.0 LINKS

We may include the use of third party resources and/or links to third party websites as part of the Service. We have no control over such sites and resources and, accordingly, you acknowledge and agree that (a) we are not responsible for the availability of such external sites or resources; (b) we do not endorse and are not responsible or liable for any content or other materials available from such sites or resources and we 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 use of or reliance on any such content or materials available on or through any such site or resource.

## 14.0 PRICING TERMS AND CONDITIONS

Kaptur offer variable pricing models depending on client usage.

All license based models are, unless otherwise agree, payable in advance via our online payment facility, which may change from time to time. Prior to the purchase of any goods or services under this model, you must open an account with the payment processing service, so that direct debit transactions can be accepted for your Kaptur account. Kaptur support team will contact you to set up payment. You will be billed every 30 days from the date at which you set up your payment. Your contract for goods and services is with Kaptur.

If you wish to cancel your account with Kaptur, or there is a problem with any of the goods or services you have ordered, please contact the Kaptur support team via the support portal.

All pay as you go clients are billed monthly, payable within 14 days from invoice. Non-payment will mean suspension of your account until rectified and all unpaid amounts will be subject to interest charged at 5% above bank of England base rate.

All other pricing models are subject to individual agreed terms.



## **15.0 INDEMNITY**

You agree to indemnify and hold Kaptur, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) (collectively "Liabilities") arising from or in any way related to any third party claims relating to your use of any of the Service, or any violation of these Terms of Service by you or any other actions connected with your use of the Service (including all actions taken under your account). In the event of such claim, or Liabilities we will provide notice of the claim, or Liabilities suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

## **16.0 DISCLAIMER OF WARRANTIES**

You expressly understand and agree that:

- (a) your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. to the maximum extent permitted by law, Kaptur expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.
- (b) Kaptur does not warrant that (i) the service will meet all of your requirements; (ii) the service will be uninterrupted, timely, secure or error- free; or (iii) errors in the software will be corrected.
- (c) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer or other device or loss of data that results from the download of any such material.
- (d) No advice or information, whether oral or written, obtained by you from Kaptur or through or from the service shall create any warranty not expressly stated in these terms of service.

## **17.0 LIMITATION OF LIABILITY**

You expressly understand and agree that Kaptur, its subsidiaries, affiliates and licensors, and our and their respective officers, employees, agents, shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of deposits, profits, goodwill, use, data, cover or other intangible losses (even if Kaptur has been advised of the possibility of such damages) resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or service purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or the loss, corruption or alteration of your transmissions, content or data; (iv) statements or conduct of any third party on or using the service; (v) Kaptur's actions or omissions in reliance upon your report information and any changes thereto or notices received therefrom; (vi) your failure to protect the confidentiality of any passwords or access rights to your report information; (vii) the acts or omissions of any third party using the service; (viii) any advertising content or your purchase or use of any advertised product or service; (ix) the termination of your account in accordance with the terms of these terms of service; or (x) any other matter relating to the service.

## **18.0 EXCLUSIONS AND LIMITATIONS**

Nothing in this agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited under the laws of England and Wales, including liability for death or injury caused by negligence or for fraudulent misrepresentation. Accordingly, only those limitations in sections 13 and 14 which are lawful in England and Wales will apply to you and our liability will be limited to the maximum extent permitted by law.

## **19.0 GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.