



The Crises Control Services Standard Terms of Use

1. ACCEPTANCE OF TERMS OF USE

- 1.1. These Terms of Use contain the legal Terms of Use that the Client agrees to when they use the Crises Control Mobile Application (“the Application”) and the Website (www.crisis-control.com) which together constitutes the ‘Services.’
- 1.2. These “Terms of Use”, which include the Company’s Privacy Policy (www.CrisisControl.com/PrivacyPolicy), End User License Agreement (www.CrisisControl.com/EULA) (“EULA”), and About Cookies and Internet Advertising (<https://www.CrisisControl.com/cookies>), govern the Client’s use of the Services). By using, visiting, or browsing the Services, the Client accepts and agrees to these Terms of Use. If the Client does not agree to these Terms of Use, they should not use the Services.
- 1.3. The Services are provided by Transputec Limited (Company number GB03443568), whose registered office is at Transputec House, 19 Heather Park Drive, Wembley, Middlesex, HA0 1SS or one of its affiliated companies (“the Crises Control Company”). The Crises Control Company that is providing the Services to the Client and with whom the Client is entering into this agreement, will depend on the country from which they sign up for the Services.

2. DEFINITIONS

“The Crises Control Company” means Transputec Ltd or one of its affiliated companies hereinafter the “Company”.

“The Client” means the person to whom the Company may agree to sell the Services in accordance with these Terms of Use.

“The Account Owner” means the User who created the Client’s Crises Control account.

“The Website” means the Crisis Control Website at www.crisis-control.com.

“The Application” means the Crises Control Mobile Application.

“The Services” means the use of the Website or the Application as set out in the Website at www.crisis-control.com, including the Membership Plan or any part or parts of them to be provided by the Company in accordance with these the Company's Terms of Use. The Services cover the use of the Application which allows Clients to access and administer their crisis-control procedures from a mobile app and the Website portal at www.crisis-control.com and as defined at Section 12 below.

“Membership Plan” means the subscription to either the Enterprise Membership Plan or the Lite Membership Plan as defined at Section 11 below or as may be amended by the Company from time to time.

“Membership Fee” means the fees for each Membership Plan as set out in the Crises Control commercial proposal or as otherwise agreed in writing with the Client.

“Usage Fee” means the fee for SMS and Telephone calls.

“Billing Period” means the Billing Period which may be Annual, Quarterly, Monthly, or another time period agreed by the Client and the Company at sign up (Registration) or as subsequently amended.

“The User(s)” means any employee, consultant, associate, affiliate or other individual who has been given a unique ID and password to access the Services. For the avoidance of doubt multiple Users may not use the same ID and password credentials to access the Services and this constitutes a breach of these Terms of Use.

“The Payment Method” means the current, valid, accepted method of payment (as such may be updated from time to time,) provided by the Client to pay for the Services – see sub-para 11.6 below.

“The Terms of Use” means these Terms of Use defined at para 1.2 above.

“Billing” means a successful charge, debit or other payment clearance, as applicable, against the Client’s Payment Method.



“Credits” mean a refund, discount, or other consideration to the Client in the Company’s sole and absolute discretion – see Sub-para 11 and para 13 below.

“The Crises Control Software” means the source or compiled code of the Application or the Website which operates the Services and which is designed to enable Push, SMS, Phone and Email messages to be sent through mobile devices.

“The Account Owner” means the member who created the Crises Control account and whose Payment Method is charged.

“The Parties” means both the Client and the Company.

“Charges” means the charges incurred by the Users with their respective mobile network provider 'Mobile Provider' when using the Services.

“Registration” means the acceptance of these Terms of Use.

“Terms of Use” means the current version of these Terms of Use.

3. CHANGE TO TERMS OF USE

The Company may, from time to time, change these Terms of Use, including the Privacy Policy, and EULA. Such revisions shall be effective immediately; provided however, for existing members, such revision shall, unless otherwise stated, be effective 30 days after posting.

4. COMMUNICATION PREFERENCES

By using the Services, the Client consents to receiving electronic communications from the Company relating to the Client’s account. These communications may involve sending emails to the Client’s email address provided during Registration, or posting communications on the Services (either Website or Application), or in the "Your Account" page of the Website and will include notices about the Client’s account (e.g., payment authorisations, change in password or Payment Method, confirmation e-mails and other transactional information) and are part of the Client’s relationship with the Company. The Client agrees that any notice, agreements, disclosure or other communications that the Company sends to the Client electronically will satisfy any legal communication requirements, including that such communications be in writing. The Client also consents to receiving certain other communications from the Company, such as newsletters about new Crises Control features and content, special offers, promotional announcements and customer surveys via email or other methods. If the Client no longer wishes to receive certain non-transactional communications, they should let the Company know by email and the Company will remove the Client’s name from the Company’s marketing database. Please review the Company’s Privacy Policy at www.Crises Control.com/Privacy Policy for further detail on the Company’s marketing communications.

5. SYSTEM REQUIREMENTS

5.1. In order to use the Application, the Client is required to have a compatible handheld device, 3G or higher telephone connection, Wi-Fi internet access, and the necessary minimum specifications ('Software Requirements').

5.2. The Software Requirements are as follows:

- I. Apple Platform; iPhone 4 or higher, or iPad
- II. Android platform; any mobile phone, tablet or player which runs Android V4.03 or higher.
- III. Android OS 3.2 or later or as advertised on the Website at www.crisis-control.com.
- IV. The Client hereby acknowledges that these minimum requirements may change from time to time, without notice, and that the Company makes no representations as to the accuracy of the Software Requirements defined in this Section 5.

5.3. The Client may be required to obtain software and / or hardware updates or upgrades from time to time as may be necessary for the continued use of the Services.

5.4. The Client hereby acknowledges and agrees that such system requirements as specified under this Section 5 remain their responsibility.



6. SERVICE DELIVERY

- 6.1. Availability of the Services – The Company has taken every care in the preparation of the Services. However, as certain technical matters may be beyond their control, the Company cannot guarantee that the Client will have uninterrupted access to the Services at all times or that there will be no delays, failures, errors or omissions or loss of transmitted information - see Section 16, Disclaimer of Warranties and Limitation of Liability.

7. CHARGES

- 7.1. The Company will not charge the Client for the use of the Services other than for those Fees outlined under Section 11 Membership, and Section 13 Cancellation below.
- 7.2. The Client acknowledges that the Client's terms of agreement with their respective mobile network provider ('Mobile Provider') will continue to apply when using the Services. As a result, the Client may be charged by the Mobile Provider for access to network connection Services for the duration of the connection while accessing the Services, or any such third party charges as may arise.
- 7.3. The Client accepts responsibility for any such charges that arise under para 7.2 above.
- 7.4. If the Client is not the bill payer for the mobile phone or handheld device being used to access the Services, the Client will be assumed to have received permission from the bill payer for using the Services.

8. AGREED SERVICE AND RESERVATION OF RIGHTS

The Company will endeavour to advise the Client of any essential impending variation from the agreed Services as soon as possible.

The Company reserves the right to change, add, subtract or in any way alter these Terms of Use without the prior consent of the Client.

9. INTELLECTUAL PROPERTY

- 9.1. Copyright. The Services, including all content provided on the Website and the Application, is protected by UK and international copyright, trade secret or other intellectual property laws and treaties.
- 9.2. The Intellectual Property in the Services shall remain with the Company at all times.
- 9.3. If payment in full is not made in accordance with these terms of use or as agreed in any conditions of contract between the Client and the Company, the Company may withdraw the Services to the Client forthwith and if the requirement is not immediately complied with the Company shall be entitled at any time to withdraw the Services without prejudice to any other remedy that may be available to the Company, without further liability.

10. LIMITATION OF LIABILITY

The Client is solely responsible for any use made of the Services. The Company is not responsible under these Terms of Use for any use of, or inability of the Client to use the Services unless arising from a breach of the Company's obligations under these Terms of Use. Except in the case of personal injury due to the Company's direct negligence, any liability of any party under these terms of agreement shall be limited to 100% of the price paid for the Services. The Company shall not be liable, under these Terms of Use in any circumstances for any consequential or indirect loss, damage, injury (other than personal injury or death resulting from the Company's direct negligence), loss of profits, loss of business, internal management time, or third party claim arising from or in connection with the use of, or the inability to use the Services.



11. MEMBERSHIP, BILLING AND CANCELLATION

11.1. Membership plan

The Company provides the following Membership Plans:

Membership plans	
Lite	See website for details. https://www.crisis-control.com/package-plans/ . Limited number of Users. Usage Fee (e.g. SMS texts and telephone calls).
Enterprise	See website for details. https://www.crisis-control.com/package-plans/ . Unlimited number of Users plus additional modules. Usage Fee (e.g. SMS texts and telephone calls).

11.2. Lite and Enterprise Membership Plans

- 11.2.1. These Membership Plans start when a Client signs up (Registration) to use the Services by completing the Registration process.
- 11.2.2. The Membership Plan will automatically renew at the end of the Billing Period unless cancelled in accordance with Section 13 below.

11.3. Membership

- 11.3.1. **Ongoing Membership.** The Client's Membership Plan will continue to the end of the agreed Billing Period unless and until the Client cancels their Membership Plan or the Company terminates it. The Client must provide the Company with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Services. The Company will bill the Membership Fee to the Client's Payment Method. The Client must cancel their Membership Plan giving one month's notice before it renews automatically at the end of the Billing Period in order to avoid billing for the next Billing Period's Membership Fees to the Client's Payment Method
- 11.3.2. **Differing Memberships.** The Company may offer a number of Membership Plans including special promotional packages or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at sign-up or in other communications made available to the Client. The Client can find specific details regarding their membership by visiting the Website and clicking on the "Login" link. The Company reserves the right to modify, terminate or otherwise amend their offered Membership Plans.

11.4. Fees

- 11.4.1. The Membership Fee for each Plan shall be as set out in the Crises Control commercial proposal or as otherwise agreed with the Client. They will be billed in advance at the beginning of the Billing Period.
- 11.4.2. **Membership Fee (subscription):** The recurring Membership Fee may be for one year or other period agreed with the Company at Registration and will be automatically recharged at the end of the membership period, unless cancelled in accordance with Section 13 below.
- 11.4.3. **Usage:** This covers SMS messages and telephone calls. Please refer to the Crises Control Website at <https://www.crisis-control.com/call-and-sms-tariff.html>. As usage charges are incurred they will be deducted from the credit balance of the Client's account.

The Client may add additional credit to their account by visiting the Crises Control Website or by using one of the other means of payment accepted by the Company from time to time.



11.4.4. The Company reserves the right to change these fees from time to time and will notify the Client of any changes 30 days in advance.

11.5. Billing

11.5.1. **Recurring Billing.** By starting their Membership Plan, the Client authorises the Company to charge them the agreed Membership Fee for the Billing Period at the then current rate, and any other charges they may incur in connection with their use of the Services to their Payment Method. The Client acknowledges that the amount billed may vary for reasons that may include differing amounts due to promotional offers, telephone and SMS charges and/or changing or adding a Membership Plan, and the Client authorises the Company to charge their Payment Method for such varying amounts, which may be billed during the Billing Period in one or more charges.

11.5.2. **Price Changes.** The Company reserves the right to adjust pricing for the Services or any components thereof in any manner and at any time as they may determine in their sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to the Services will take effect following 30 days email notice to the Client.

11.5.3. **Billing Cycle.** The Membership Fee for the Services will be billed at the beginning of the Billing Period of the paying portion of the Client's membership and Billing Period thereafter unless and until they cancel their Membership Plan. The Company will automatically bill the Client's Payment Method at the beginning of each Billing Period on the calendar day corresponding to the commencement of their paying the Membership Fee. Membership Fees are fully earned by the Company upon payment and are not refundable. The Company reserves the right to change the timing of their billing, in particular, as indicated below, if the Client's Payment Method has not been successfully settled. In the event the Client's paying membership began on a day not contained in a subsequent month, the Company may bill the Client's Payment Method on a day in the applicable month or such other day as the Company may deem appropriate. The Client's renewal date may change due to changes in the Client's Membership Plan. The Client is advised to visit the Website and click on the "View billing details" link on the "Your Account" page to see the commencement date for their next renewal period. The Company may authorise the Client's Payment Method in anticipation of membership or service-related charges.

11.5.4. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, the Client will continue to have access to the Services through to the end of the Client's current Billing Period. At any time, and for any reason, the Company may provide a refund, discount, or other consideration to some or all of their members. The amount and form of such Credits, and the decision to provide them, are at the Company's sole and absolute discretion. The provision of Credits in one instance does not entitle the Client to Credits in the future for similar instances, nor does it obligate the Company to provide Credits in the future, under any circumstance.

11.5.5. **Cancellation.** The Client may cancel their Membership Plan at any time, and they will continue to have access to the Services through to the end of their billing period. THE COMPANY DOES NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL BILLING PERIODS.

11.6. Payment Method

Payment shall be by the agreed Payment Method. Billing shall be at the beginning of the agreed Billing Period and debited from the Client's agreed Payment Method. It is the Client's responsibility to ensure that the details given in the Payment Method are accurate and up to date at all times. The Client may edit their Payment Method information by visiting the Website and clicking on the "Your Account" link, available at the top of the pages of the Website. If a payment is not successfully



settled, due to expiration, insufficient funds, or otherwise, and the Client does not edit their Payment Method information or cancel their account (see, "Cancellation" below), the Client remains responsible for any uncollected amounts and authorises the Company to continue billing the Payment Method, or as it may be updated or seek to recover them by other lawful means. This may result in a change to the Client's payment billing dates. This Section shall survive the termination of the Services.

11.7. Price changes

The Company reserve the right to adjust pricing for the Services or any components thereof in any manner and at any time as the Company may determine in its sole and absolute discretion. Price changes shall be effective immediately for new members and at the beginning of the next billing period for existing customers except as otherwise expressly provided for in these Terms of Use. Any price changes to the Services will take effect following 30 days email notice to the Client.

11.8. Billing Period

The Billing Period may be Annual, Quarterly, Monthly, or other time period where specifically agreed in writing by the Client and the Company at sign up or as subsequently mutually agreed in writing.

12. THE SERVICES

- 12.1. A User must be 18 years of age, or the age of majority in their country, to become a member of the Services.
- 12.2. During the Client's Membership Plan, the Company grants to the Client a limited, non-exclusive, non-transferable, licence to access and use the Services. Except for the foregoing limited licence, no right, title or interest shall be transferred to the Client.
- 12.3. The Company will use technology to verify the Client's geographic location.
- 12.4. The Company continually updates the Services. In addition, the Company continually tests various aspects of the Services, including the Website, user interfaces, Membership Plans, and promotional features. The Company reserves the right to, and by using the Services the Client agrees that the Company may, include them in or exclude them from these tests without notice. The Company reserves the right at their sole and absolute discretion to make changes from time to time and without notice in how the Company offers and operate the Services.
- 12.5. The Client agrees to use the Services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on the use of the Services or content therein. The Client agrees not to reproduce, distribute, modify, display, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms of Use) information contained on or obtained from or through the Services without express written permission from the Company or its affiliates . The Client also agrees not to: circumvent, remove, alter, deactivate, degrade or thwart any of the protections in the Services; use any robot, spider, scraper or other automated means to access the Services; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Services; insert any code or product or manipulate the content of the Services in any way; or, use any data mining, data gathering or extraction methods. In addition, the Client agrees not to upload, post, e-mail or otherwise send or transmit any material designed to break, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services, including any software viruses or any other computer code, files or programs.
- 12.6. The Client is responsible for all Internet access charges. The Client is also advised to check with their Internet provider for information on possible Internet data usage charges.



12.7. The Crises Control Software is designed to enable Push, SMS, Phone and Email messages to be sent through mobile devices. This software may vary by device and functionality and may also differ between devices. BY USING the SERVICES, THE CLIENT ACKNOWLEDGES AND AGREES TO THE END USER LICENSE AGREEMENT AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE APPLICATION AND RELATED THIRD-PARTY SOFTWARE. IF THE CLIENT DOES NOT ACCEPT THE FOREGOING TERMS, DO NOT USE THE SERVICES. THE COMPANY DOES NOT TAKE RESPONSIBILITY OR OTHERWISE WARRANT THE PERFORMANCE OF THESE DEVICES, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE WITH THE SERVICES. By using the Services, the Client agrees to look solely to the entity that manufactured and/or sold their device for any issues related to the device and its compatibility with the Services. If the Client's Crises Control ready device is sold, lost or stolen, the Client should deactivate their User account via the Website. If the Client fails to log out or deactivate their device, subsequent Users may access the Services through the Client's account to perform actions detrimental to the Client's interests and may be able to access information belonging to both the Client and the Company for which the Client may be held liable.

12.8. The Company may terminate or restrict the Client's use of the Services, without compensation or notice if the Client is, or if the Company suspects that they are:

- (i) in violation of any of these Terms of Use or;
- (ii) engaged in illegal or improper use of the Services.

13. CANCELLATION OR SUSPENSION REFUND POLICY

13.1. The Client may cancel the Services at any time. On cancellation of the Services:

13.1.1. If the Client's Membership Plan is cancelled during the Billing Period, the Services will remain accessible to the Client until the end of the Billing Period when it will be terminated.

13.1.2. The Client must cancel their Membership Plan to the Services before it renews by giving one month's notice in order to avoid the next Billing Period Membership Fee.

13.1.3. Payments for the Services are not refundable and fees for parts of the Billing Period for the Services shall not be refunded on cancellation of the Services as they are deemed to have been earned by the Company.

13.1.4. The only exception to this Section is a manifest error in the fees charged.

13.2. On suspension of the Services in accordance with Section 14 below or otherwise where a warning has or has not been issued and where the Client has been found to be in breach of the Company's Terms of Use, all outstanding amounts shall become due immediately. The Company shall decide, at its sole discretion, whether to reconnect the Services. If the Services are subsequently reconnected the Client's sole remedy shall be for the Company to credit the Client's account with a number of days corresponding to the duration of the suspension.

13.3. On suspension of the Services in accordance with Section 14 below or otherwise where a warning has or has not been issued and where the Client has been found NOT to be in breach of Company's Terms of Use, when Services are reconnected the Client's sole remedy shall be for the Company to credit the Client's account with a number of days corresponding to the duration of the suspension.

13.4. On suspension of the Services in accordance with Section 14 below or otherwise where a warning has or has not been issued, and where it has not been possible to determine conclusively that the Client has been in breach of Company's Terms of Use, the Company shall decide, at its sole and absolute discretion, whether to reconnect the Services. If the Services are reconnected the Client's sole remedy shall be for the Company to credit the Client's account with a number of days corresponding to the duration of the suspension.



13.5. Where suspension of the Services has occurred, and on the provision of a satisfactory explanation or other acceptable undertaking by the Client, the sole remedy shall be for the Company to Credit the Client's account with a number of days corresponding to the duration of the suspension.

14. SUSPENSION AND TERMINATION

14.1. Notwithstanding the provisions of Section 13 above and without limitation the Company shall be the sole arbiter of proper and lawful use of the Services.

Failure to comply with these Terms of Use constitutes a material breach of the Terms of Use upon which the Client is permitted to use the Services, and may result in the Company taking all or any of the following actions:

- I. Immediate, temporary or permanent withdrawal of the Client's right to use the Services.
- II. Immediate, temporary or permanent removal of any posting or material uploaded by the Client to the Services
- III. Issue of a warning to the Client.
- IV. Legal proceedings against the Client for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- V. Further legal action against the Client.
- VI. Disclosure of such information to law enforcement authorities as the Company reasonably feels is necessary.

14.2. We exclude liability to the full extent permissible by the law for actions taken in response to breaches of these Terms of Use policy in particular but without limitation the termination of the Services during a crisis. The responses described in this policy are not limited, and the Company may take any other action they reasonably deem appropriate.

14.3. Notwithstanding any other provisions of these Terms of Use, where termination of the Services has occurred, all amounts owing shall become immediately due and no fees already paid in such circumstances shall be refundable.

15. PASSWORDS AND ACCOUNT ACCESS

15.1. The Account Owner has access and control over the Crises Control account. The Account Owner's control is exercised through use of the Account Owner's password and therefore to maintain exclusive control, the Account Owner should not reveal the password to anyone. In addition, if the Account Owner wishes to prohibit others from contacting the Services and potentially altering the Account Owner's control, the Account Owner should not reveal the Payment Method details (e.g., last four digits of their credit or debit card, or their email address if they use PayPal) associated with their account. The Account Owner is responsible for updating and maintaining the truth and accuracy of the information they provide to the Company relating to the Client's account.

15.2. In order to provide the Client with ease of access to their account and to help administer the Services, the Company has implemented technology that enables them to recognise the Client as the Account Owner and provide them with direct access to their account without requiring them to retype any password or other User identification when they revisit the Services, which includes accessing via the Website.

15.3. By sharing the Services password or allowing others to access your account, the Account Owner agrees to be responsible for assuring that such Users comply with the terms of use and such Account Owner shall be responsible for their actions.

15.4. The Client should be mindful of any communication requesting that they submit financial or other account information. Providing information in response to these types of communications can result in identity theft. The Client is advised to always access their sensitive account information by going directly to the Website and not through a hyperlink in an email or any other electronic communication, even if it looks official. The Company reserves the right to place any account on hold



anytime without liability with or without notification to the Client or their Users in order to protect itself and its partners from what it believes to be fraudulent activity. The Company is not obligated to credit or discount a Membership Plan for holds which have been placed on their account by either a representative of Company or by the automated processes of the Services.

16. DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY

- 16.1. The Services and all content and software associated therewith, or any other features or functionalities associated with the Services, are provided "as is" and "as available" with all faults and without warranty of any kind. The Company does not guarantee, represent, or warrant that the Client's use of the Services will be uninterrupted or error-free. The Company specifically disclaims liability for the use of, Crises Control ready devices, and the Crises Control software (including their continuing compatibility with the Services).
- 16.2. To the extent permissible under applicable laws, in no event shall the Company, or its subsidiaries or any of their shareholders, directors, officers, employees or licensors be liable (jointly or severally) to the Client or its Users for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever.
- 16.3. Nothing in these terms of use shall affect any non-waivable statutory rights that apply to the Client. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

17. GOVERNING LAW

- 17.1. These Terms of Use are governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English Courts except as provided for at Section 21 - Dispute Resolution.
- 17.2. The laws of the Client's country may be different from English law and there may be additional legal requirements for the Client to use the Services. The Client must comply with all applicable local and international laws, statutes and regulations regarding their use of the Services. The Company cannot monitor the laws of every country and it is the Client's responsibility to ensure that their use of the Services is legal.

18. THIRD-PARTY APPLICATIONS

The Client may encounter third-party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Third Party Application(s)") that interact with the Services. These Third-party Applications may be used by the Client to import data related to the Client's account and activity. The Company is not responsible for such Third-party Applications. Such Third-party Applications are owned or operated by third parties that are not related to, with, or sponsored by the Company.

19. CLIENT DATA

The data provided by the Client to use the Services remains the property and responsibility of the Client and must at all times comply with these Terms of Use in particular but without limitation Section 12 above.

The Client is solely responsible for any liability arising from inaccuracies or errors in their data.

On cancellation of the Services by the Client the Company will retain the data for 12 months for audit trail purposes, to allow the Client to obtain a copy of the data if necessary, to allow the Client to renew its Membership Plan temporarily for extraordinary reasons or to renew it permanently, if required.



20. CUSTOMER SUPPORT

If the Client needs assistance with their account, they are advised to click on the "Help" link at the top right hand corner of the Website at any time. This area provides answers to many frequently asked questions and information on reaching a live Customer Services representative. To find more information about the Services and its features, please visit Crises Control FAQ page (<https://www.crisis-control.com/faq/>). In certain instances, Customer Services may best be able to assist the Client by using a remote access support tool through which they have full access to the Client's computer. If the Client does not want the Company to have this access, they should not consent to support through the remote access tool, and the Company will use reasonable endeavours to assist the Client through other means.

21. DISPUTE RESOLUTION

21.1. The Parties agree that if any controversy or claim arises in relation to these Terms of Use representatives of each party shall negotiate promptly and in good faith in an attempt to resolve the matter between them, with at least two meetings convened for this purpose taking place.

21.2. If the parties are unable to resolve any dispute or claim pursuant to clause 21.1 the matter shall be referred to mediation in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution ("CEDR") within thirty days of one party giving notice to the other that, in its reasonable opinion, no agreement will be reached by them.

21.3. If having followed the processes set out in clauses 21.1 and 21.2, the Parties have failed to resolve their controversy or settle their claim, then the matter shall be determined as follows:

21.3.1. if the dispute shall be of a technical nature concerning the interpretation of the Services or relating to technical performance of the Services or any similar or related matter, then such dispute shall be referred at the election of either party for final settlement to an expert nominated jointly by the Parties or, failing such nomination within 14 days after either party's request to the other therefor, nominated at the request of either party by the President from time to time of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. His decision shall (in the absence of clerical or manifest error) be final and binding on the Parties and his fees for so acting shall be borne by the Parties in equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees;

21.3.2. in any other case the Parties submit to the exclusive jurisdiction of the English Courts – See Section 17 above – Governing Law.

22. FORCE MAJEURE

No party shall be liable for failure to perform its obligations under these Terms of Use if such failure results from circumstances beyond the party's reasonable control, provided that the affected party shall take all reasonable steps to anticipate such circumstances and to reduce their impact.

23. SEVERABILITY

If and to the extent that any provision or any part of the provision of the Terms of Use is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remaining provisions shall remain in full force and effect.

24. WAIVER

The waiver by the Company of any breach of any term hereunder shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.



25. INDEMNITY

The Client agrees to indemnify and hold the Company and its respective officers, directors and employees harmless from any claim or demand, including legal fees and expenses made by any third party due to or arising out of the Client's breach of these Terms of Use or the Client's violation of any law or rights of third parties.

26. DATA PROTECTION ACT 2018

The Company will not use any personal data about the Client and employees of the Client for any purpose other than is strictly necessary in order to provide the Services and shall at all times use this data in accordance with the General Data Protection Act 2018 and all other relevant data protection legislation.

27. CONFIDENTIALITY

The Company shall not, during the provision of the Services or at any time after, make use for its own purposes of, or disclose to any person (except as may be required by law), any information relating to the Client or the business of the Client obtained by the Company in the course of performing the obligations under the Services, which is stated to be confidential or which by its nature is evidently confidential, including (without limitation) any information as to Users of the Services and their usage of it.

The Client shall not, during the Services or at any time after, make use for its own purposes, or disclose to any third party any documentation, programming or other material whatsoever used by the Company for the development or operation of the Services.

This Section shall not extend to information:

1. which was rightfully in the possession of the other party prior to the commencement of the Services (other than where obtained during the course of business between the Parties);
2. which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Section); or
3. which is trivial or obvious.

The Company shall upon termination of the Services remove all confidential Client materials relating to the Client use of the Services after a 12 month's period – See Section, 19 Client Data.

28. ASSIGNMENT

The Client agrees not to assign or transfer these Services or any of its rights herein without the prior written consent of the Company.

29. RIGHTS OF THIRD PARTIES

No third parties shall have any rights under this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.

30. CONFLICT OF TERMS

With the exception of pricing which is set out in the commercial proposal or as otherwise communicated to the Client, in the event of any conflict between these Terms of Use and information provided by Customer Support, a sales representative of the Company or other portions of the Company's Website, these Terms of Use will control. For the avoidance of doubt, headings are for information only and do not alter the meaning of the sections to which they relate.