

## WorksIQ Terms of Service

Last updated: 30<sup>th</sup> August 2019

**Access to WorksIQ is governed by the terms and conditions laid out in the Contract between the Customer and Targetfour Limited (registered in England and Wales, 02030315). It is the responsibility of the Customer to ensure that all Users are made aware of and adhere to the terms and conditions of the Contract.**

### FREE TRIAL

**If a Trial User registers for a free trial of WorksIQ by phone, email, or completion of web form ('Registration') Targetfour will make WorksIQ available on a trial basis free of charge with no obligation to purchase.**

**The trial period shall run for 30 days from the date of Registration. Additional trial terms and conditions may appear upon Registration and are incorporated by reference and are legally binding.**

**During the trial period WorksIQ is provided without any warranty as to its performance or reliability. The trial period may be terminated immediately and without cause or liability by Targetfour. Any information or reports generated during the trial period are examples only and no reliance should be placed upon the information generated. Any data inputted into WorksIQ by the Customer will be lost at the end of the trial period and will not be saved in the Product unless expressly agreed in writing by Targetfour Limited prior to the trial commencement date.**

### 1. Trial User Obligations

1.1 The Trial User undertakes to not, and to not allow any Users to:

- 1.1.1 reverse compile, copy or adapt the whole or any part of the Product or Services;
- 1.1.2 attempt to discover the source code or underlying ideas of algorithms of the Product;
- 1.1.3 create any derivative works based on the Product or Services;
- 1.1.4 sell or rent WorksIQ to a third party;
- 1.1.5 act or plan to act in a competitive manner to Targetfour;
- 1.1.6 provide access to or information about WorksIQ to a competitor or potential competitor of Targetfour;
- 1.1.7 use the system for any unlawful activities or other activities that may cause harm, damage, loss, anxiety or annoyance to other individuals, organisations, companies (including but not limited to sending unsolicited emails, uploading or sending viruses, storing links to websites containing obscene or indecent material); Gain unauthorised access to WorksIQ or do anything to harm the integrity, security or performance of WorksIQ or data contained therein.

1.2 The Trial User undertakes to:

- 1.2.1 notify the Targetfour immediately if it becomes aware of any unauthorised use or security breach or suspected security breach of the whole or any part of WorksIQ by any User or third party;
- 1.2.2 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of Targetfour in WorksIQ.
- 1.2.3 Allow Targetfour to contact the Trial User by phone, post and email for marketing purposes unless the Trial User provides written notice to stop.

1.3 The Trial User shall be liable to pay to Targetfour, on demand, all reasonable costs, charges or losses sustained or incurred by Targetfour (including, but not limited to, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Trial Users fraud, negligence, failure to perform or delay in the performance of any of its obligations under these terms.

## 2 Intellectual Property

- 2.1 Nothing in these terms provides for any transfer or assignment of ownership or any Intellectual Property Rights.

## 3 Governing Law and Jurisdiction

- 3.1 These terms and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

## 4 Variation

Targetfour may, from time to time and without notice, change the Terms of Service.

## 5 Interpretation

5.1 The definitions and rules of interpretation in this condition apply in these terms and conditions.

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| <b>Customer</b>                     | means the person, company, business or organisation named in the Contract   |
| <b>Contract</b>                     | the Customer's acceptance of the Quotation  |
| <b>Quotation</b>                    | the sales quotation for WorksIQ provided to the Customer by Targetfour  |
| <b>Targetfour</b>                   | means Targetfour Limited, registered in England & Wales, Company Number 02030315, trading at Castlecroft Business Centre, Tom Johnston Road, Dundee, DD5 3ST  |
| <b>WorksIQ</b>                      | the WorksIQ product developed by Targetfour Limited and any associated software applications, modifications or documentation licensed to the Customer on terms set out in the Contract and as set out in the Quotation.   |
| <b>Intellectual Property Rights</b> | all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. |
| <b>Registration</b>                 | means registration for a free trial   |
| <b>Users</b>                        | means users of WorksIQ, being specific individuals employed or authorised by the Trial User or Customer.  |
| <b>Trial User</b>                   | means the person, company, business or organisation who requests a free trial of WorksIQ.   |