

Subscriber Agreement

LAST UPDATED: 01/10/2016

This Subscriber Agreement (the "Subscriber Agreement") is between 123ITWorks Ltd ("123ITWorks") and the organization agreeing to these terms ("Customer"). This Subscriber Agreement governs Customer's access to EstiMATEit service (the "Service") and its associated applications and website. By clicking "I Agree," attaching this Subscriber Agreement to a purchase order or similar order form, or using the Service as a paid subscriber, Customer agrees to the terms of this Subscriber Agreement. If an individual is entering into this Subscriber Agreement on behalf of an organization such organization shall be deemed the Customer hereunder and such individual hereby represents and warrants that he has the power and authority required to bind such organization to this Subscriber Agreement. Customer and users of the Service under Customer's account (the "End Users") may access and use the Services in accordance with this Subscriber Agreement and 123ITWorks Terms of service. We also the right to suspend or end the Service if the Terms of service are breached.

The Service

The service has different features, abilities and user access dependent on the rate paid, these are shown on the 123ITWorks website at <http://www.123itworks.co.uk/features> and may be revised without prior notice. The features and abilities of the Service being paid for will be shown within the service along with other features and abilities available at the different rates. 123ITWorks may update or modify the Services from time to time. If, in 123ITWorks reasonable judgment, any such modification to the Service materially reduces the Service's functionality, 123ITWorks will inform Customer via the email address associated with Customer's account no less than fourteen (14) days prior to such change. The license being granted to Customer hereunder does not constitute a sale of the Software or any copy thereof, and as between 123ITWorks and Customer, 123ITWorks retains all rights, title, and interest in the Software.

Customer Obligations.

Administration of Customer's Account. Customer may specify one or more administrators (each an "Administrator") to manage its account. Administrators have the ability to access, monitor, use and disclose all content posted by End Users. Customer is responsible for: (i) the selection of its Administrator(s); (ii) maintaining the confidentiality of passwords and Administrator accounts; (iii) managing access to Administrator accounts; and (iv) ensuring that each Administrator's use of the Service complies with this Subscriber Agreement. 123ITWorks shall not be held liable for any actions on the part of Customer's Administrator(s).

Restrictions. Customer will not: (i) rent, sell, resell or lease the Service to any third party; (ii) use the Service for any purpose where either the use or the failure of the Service might lead to personal injury, death or physical damage; or (ii) disassemble, decompile or reverse engineer the Service or attempt or assist anyone else to do so, unless such restriction is prohibited by law.

Suspension. 123ITWorks may request that Customer suspend the account of any End User who: (i) is using the Service in a manner that 123ITWorks reasonably believes may cause a security risk, a disruption to others' use of the Service, or liability for 123ITWorks. If Customer fails to promptly suspend or terminate such End User's account, 123ITWorks reserves the right to do so.

Fees and Payment

Fees are non-refundable except as required by law or as explicitly set forth herein. Fees are payable in advance and are exclusive of value added tax. Customer will pay all applicable fees by monthly direct debit, unless explicitly agreed otherwise in advance. The fee paid will be that agreed between 123ITWorks and Customer, the current fees are shown on 123ITWorks website at

<http://www.123itworks.co.uk/features> and may be revised without prior notice. 123ITWorks may revise fee rates for the Service from time to time and will provide Customer's designated administrator(s) with email notice of any changes in fees at least thirty (30) days after the last monthly direct debit payment. 123ITWorks may suspend or terminate Customer's use of the Service if fees become past due or if Customer does not agree with the new fee rates. Customer is responsible for all taxes (excluding taxes on 123ITWorks's net income) and 123ITWorks will charge tax when required to do so by law.

Term and Termination.

This Subscriber Agreement will remain in effect until Customer terminates its subscription to the Service or until this Subscriber Agreement is otherwise terminated. Customer may terminate this Subscriber Agreement at any time, any monies paid for the current months Service are non-refundable.

All provisions of the Terms of this Subscriber Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.