

Website Terms of Use

Review Date: May 30, 2023

These Website Terms of Use (the "Terms of Use") and any documents referred to herein, apply to the iSpring web site located at www.ispringsolutions.com, and all associated sites linked to www.ispringsolutions.com by iSpring, including iSpring sites around the world collectively, (the "Sites"). It does not apply to iSpring Sites that do not display or link to these Terms of Use or that have their own terms of use. It also does not apply to iSpring services and products unless they are linking to these Terms of Use. For purposes of these Terms of Use, "iSpring," "us," "we," and "our" mean either iSpring Group FZCO, the United Arab Emirates company, or a company indicated on the [Company page](#), as the case may be.

Please read these Terms of Use attentively before using the Sites.

Using the Sites will be considered that you accept these Terms of Use and agree to adhere to a policy.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, OUR PRIVACY POLICY AND/OR COOKIE POLICY, YOU MUST NOT USE THE SITES.

Use of the Sites

iSpring grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Sites in accordance with these Terms of Use.

All program software, text, artwork, graphs, charts, reports, computer code etc. (collectively, the "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Sites is destined to your personal, non-commercial use. The Content published on these Sites may be reproduced, distributed or incorporated into any information retrieval system, electronic or mechanical in unmodified form for personal non-commercial use only. The use of press releases and other documents classified as public is permitted in public communications if the source for the information has been stated.

You may not change the Content of the Sites, do not copy, reproduce, create derived works and save the Content; you cannot make a demonstration, publish and spread other way any Content with commercial purpose. In addition, you may not place any part of the Content at net forums, conferences, third-party websites and inscribe it in the mailing list without direct preliminary written consent of iSpring. In any case when you need iSpring consent you may write to [iSpring Support](#).

Use of Software and Services

When you download software or access services on the Sites, your use is governed by the terms of iSpring License or Services Agreements. Depending

on the country or territory, in which you locate or reside at the moment of your purchase of iSpring products on the Sites, iSpring provides you with the software and services through iSpring Group FZCO, the United Arab Emirates company, or one the Companies, as applicable.

BEFORE MAKING A PURCHASE ON THE SITES, PLEASE READ ISPRING PRIVACY POLICY TO UNDERSTAND OUR POLICIES AND PRACTICES REGARDING YOUR INFORMATION AND HOW ISPRING WILL TREAT IT AND VISIT COMPANY PAGE TO LEARN MORE ABOUT EACH COMPANY SERVICING YOU.

Copyrights

The Content on the Sites is protected by copyright and any unapproved use of the Content will entail violation of copyright and trademark and other statutes. Copyright, trademark and all other proprietary rights in the Content rests with iSpring and/or its licensors. Any rights not expressly granted herein are reserved. You do not acquire ownership rights to any content, document or other materials viewed through the Sites. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

You agree that iSpring may, in its sole discretion and without prior notice, terminate your access to the Sites and/or block your future access to the Sites if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Sites. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to iSpring for which monetary damages would be inadequate, and you consent to iSpring obtaining any injunctive or equitable relief that iSpring deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies iSpring may have at law or in equity.

Trademarks

The trademarks, service marks, designs and logos (collectively, the "Trademarks"), displayed on the Sites, are the registered trademarks of iSpring Solutions, Inc. and/or its licensors in the United States of America and/or other countries. iSpring products referenced herein are either registered trademarks or trademarks of iSpring and/or its licensors.

Third-Party Trademarks

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The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies,

organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.

Digital Millennium Copyright Act (“DMCA”) Takedown Notice

iSpring respects the intellectual property rights of others and expects you to do the same. iSpring will remove all infringing content if properly notified that it infringes third-party copyrights, and may do so at its sole discretion, without prior notice at any time. Under the United States Digital Millennium Copyright Act of 1998 (the “DMCA”), it is iSpring’s policy to respond expeditiously to copyright owners who believe content infringes their rights. iSpring reserves the right to remove any content without prior notice to you or any third party.

If you believe that content made available on the iSpring Sites or web services infringes your copyright, you may send iSpring a notice requesting that it be removed or that iSpring block access to it. If you believe that such a notice has been filed wrongfully against it, the DMCA allows you to send iSpring a counter notice. Notices and counter notices must meet DMCA’s requirements. iSpring recommends that you consult your legal advisor before filing a notice or counter notice. There can be substantial penalties for false claims. It is

iSpring’s policy, in appropriate circumstances, to terminate your account if You have committed multiple infringements.

Please refer to [DMCA Notice](#) describing the information that iSpring needs in order to process a DMCA takedown request. Pursuant to 17 U.S.C. 512(c), the iSpring’s designated Copyright Agent is reached at: dmca.agent@ispring.com.

Privacy Policy and Cookie Policy

In addition to these Terms of Use, your use of this Site is also governed by the following documents:

1. Our [Privacy Policy](#), which governs our use of your personal information. It sets out the types of personal information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances, and for what reasons, and any other relevant information relating to our use and/or processing of your personal information and your rights in relation to your personal information.
2. Our [Cookie Policy](#), which governs our use of cookies and similar technologies on our Sites. It sets out the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device, or browser, and other relevant information relating to cookies.

By accessing and using the Sites you agree to be bound by the terms and conditions contained in these Terms of Use, you consent to our processing of your personal information in accordance with our Privacy Policy, and you consent to our use of cookies in accordance with our Cookie Policy. If you do not consent to the practices set out in these Terms of Use, our Privacy Policy and/or our Cookie Policy, you must not use the Sites.

YouTube API Services: iSpring uses YouTube API features and functionalities. By accessing or using our products, You agree to YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and Google Privacy Policy at <http://www.google.com/policies/privacy>.

Use of Communication Services

The Communication Services may contain e-mail services, forums, communities, and/or other message or communication facilities designed to enable you to communicate with others. You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

1. Use the Communication Services in connection with junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
5. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
6. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
7. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
8. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
9. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
10. Restrict, prevent or inhibit any other user from using and enjoying the Communication Services.
11. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
12. Harvest or otherwise collect information about others, including email addresses.
13. Violate any applicable laws or regulations.
14. Create a false identity for the purpose of misleading others.

15. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Communication Services or other user or usage information or any portion thereof.

iSpring has no obligation to monitor the Communication Services. However, iSpring reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. iSpring reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Availability of the Sites

iSpring makes no representations and provide no warranties that:

1. The Sites will be made available at any specific time or from any specific geographical location;
2. Your access to the Sites will be continuous or uninterrupted;
3. The Sites will be accessible or optimized on all browsers, computers, tablets, phones or viewing platforms.

iSpring reserves the right to do any of the following, at any time, without notice:

1. To modify, suspend or terminate operation of or access to the Sites, or any portion of the Sites, for any reason;
2. To modify or change the Sites, or any portion of the Sites, and any applicable policies or terms;
3. To modify, change or delete any Content, or any portion of the Content appearing on the Sites;
4. To interrupt the operation of the Sites, or any portion of the Sites, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Changes to these Terms of Use and other documentation

iSpring reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, Privacy Policy, Cookie Policy and any other documentation referred to in any of these documents at any time for any reason.

By continuing to access the Site after we have updated our Terms of Use, our Privacy Policy and/or our Cookie Policy, you confirm that you have read and agree to be bound by that updated version.

It is your responsibility to check these Terms of Use and all other documentation referred to in them each time you access our Site in order to ensure that you are aware of the terms that apply to you at that time.

The date that these Terms of Use and or any other documents (including our Privacy Policy and Cookies Policy) were last amended is set out at the top of that document and is described as that document's "effective date".

Links to the Third-Party Sites

The Sites may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under control of iSpring, and iSpring is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Unsolicited idea submission policy

iSpring or any of its employees, contractors or agents do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when iSpring products or marketing strategies might seem similar to ideas submitted to iSpring. So, please do not send your unsolicited ideas to iSpring or anyone at iSpring. If, despite our request that you not send us your ideas and materials, you still send them, please understand that iSpring makes no assurances that your ideas and materials will be treated as confidential or proprietary.

Unlawful or Prohibited Use

You must not use the Sites with unlawful purpose. You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Sites or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Sites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites. You may not use these Sites in any manner that could damage, disable, overburden, or impair these Sites, or that interferes with any third party's use and enjoyment of these Sites. You agree that you will not modify or cause to be modified any files that are available on the Sites. You may not probe, scan or test the vulnerability of the Sites or any network connected to the Sites, nor breach the security or authentication measures on the Sites or any network connected to the Sites. Any attempt by you to damage or undermine the legitimate operation of the Sites is a violation of criminal and civil laws and, should such an attempt be made or assistance for such an attack be provided, iSpring reserves the right to seek damages from any such user to the fullest extent permitted by law. iSpring reserves the right to bar any such activity.

Indemnity

You agree to indemnify and hold iSpring, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses

(including attorneys' fees), made against iSpring by any third party due to or arising out of or in connection with your use of the Sites.

Disclaimers

iSpring does not promise that the Sites or any Content, service or feature of these Sites will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Sites will provide specific results. The Sites and its Content are delivered on an "as-is" and "as-available" basis. All information provided on the Sites is subject to change without notice. iSpring cannot ensure that any files or other data you download from the Sites will be free of viruses or contamination or destructive features. iSpring s disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. iSpring s disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Sites and/or any iSpring services. You assume total responsibility for your use of the Sites and any Linked Sites. Your sole remedy against iSpring for dissatisfaction with the Sites or any Content is to stop using the Sites or any such Content. This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Our policy towards children

The Sites and any products or services available on or via these Sites are not intended for use by individuals under age of 16. We do not knowingly collect personal information from children under age of 16. If we become aware that a child under age of 16 has provided us with personal information, we will take steps to delete such information. If you become aware that a child has provided us with personal information, please contact our support services.

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