

DataByte Terms of Service

Version 1.3

Last updated: 20th June 2022

These terms come into effect on the 15th of July 2022

Contents

Welcome.....	2
Using our Services	2
Your WorkForce Account.....	2
Reset of Two-Factor Authentication	2
Your data in our Services	2
Location of your Data	2
Data Protection	3
Support	3
Hardware Support.....	3
Invoicing.....	3
Documentation	3
Uptime and Maintenance.....	3
Modifying and Terminating our Services.....	4
Our Warranties and Disclaimers	4
Liability for our Services.....	4
Business uses of our Services.....	4
Licences.....	4
Changes in Licence and Service Fees.....	5
Retention of your Data	5
About these Terms	5

Welcome

Thanks for using our products and services. The services are provided by DataByte Ltd (DataByte), located at Level 1, Ewropa Business Centre, Birkirkara, BKR9034, Malta.

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you the right to any intellectual property or source code used in our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your WorkForce Account

You will need a WorkForce Account to use our Services. You may create your own Workforce Account, or your WorkForce Account may be assigned to you by an administrator, such as your employer. If you are using a WorkForce Account assigned to you by an administrator, your administrator may be able to access or disable your account.

To protect your WorkForce Account, keep your password confidential. You are responsible for the activity that happens on or through your WorkForce Account. Try not to reuse your WorkForce Account password on third-party applications. If you learn of any unauthorized use of your password or DataByte Account, please advise your administrator and change your password immediately. You can use the built-in two factor authentication features to further protect your account.

Reset of Two-Factor Authentication

There may be cases where a user has lost or changed their smartphone and need their two-factor authentication code reset. As a matter of policy, DataByte will never reset anyone's 2FA token unless we receive a formal request in writing by the legal representative of the company as registered with the Malta Business registry.

Your data in our Services

Our Services allow you to upload, submit, store, send or receive content and data. You retain ownership and responsibility of the data that you upload to our Services. This responsibility includes the regular download and backup of data from our systems for protection and safe keeping.

DataByte does not share your data with third parties and is in full compliance with GDPR legislation.

Location of your Data

Unless expressly stated elsewhere, all data in our cloud applications is stored in European data centres.

Data Protection

For the purposes of the General Data Protection Regulation, it is understood that DataByte is a processor of your data to be able to provide you with cloud software services and support. Please contact us for a separate Data Processor Agreement as may be required.

Support

To help you out when you encounter a problem while using our software, we provide a Support Help Desk to our clients during office hours. Support is to be requested online through our support ticketing system. Support is charged on pay-per-use basis and is not included with licence fees.

Support services are provided against support credits which can be purchased through the system in the same manner that licences are purchased. Support credits do not expire and can be used for migrations, implementation, training, and operational support. Once a support case is closed, the equivalent number of credits are deducted from your account depending on the service provided and the times required.

In addition, we also offer ad-hoc pay per use support which is billed after the support case is closed. This type of support costs a bit more than support credits.

Hardware Support

Since part of our software necessitates the use of specialised hardware components, DataByte will strive to support all such hardware related issues if the source of the support request lies entirely within the hardware provided by DataByte. During the support of such hardware related issues, DataByte may identify the cause of the problem to lie outside of the hardware remit and may suggest practical solutions (e.g., an issue with the network). It is however the responsibility of the client's appointed IT personnel to take care of with the necessary support for the specific issue.

Invoicing

DataByte will issue an invoice for all services deemed chargeable during the month that has just elapsed. The invoice will typically indicate as a line item the description of the service rendered to the client and the date on which it was executed. DataByte will not provide any internally generated supporting documentation that supports the issue of the fee charged. Clients can however request clarifications on fees charged within 30 days of receipt of the support invoice.

Invoices are added to your customer account and must be settled before you purchase new services from us. To make this process easier, previous balances are added to your current purchase when purchasing our services online.

Pending invoices can be seen from within the system for easy reference.

Documentation

DataByte provides a comprehensive and updated set of documentation for free to all clients. In most cases this documentation covers all aspects of the system operations together with "frequently asked questions" that are asked. Before contacting DataByte support, we strongly urge you to check the documentation and the FAQs to avoid being charged for support.

Uptime and Maintenance

DataByte does its best to always keep its Services constantly online and available to you. However, this is balanced by the fact that we depend on third-party infrastructure providers for its uptime. We

also very regularly deploy new updates, new features and bug-fixes that may slow down or render our Services unavailable to you for a few minutes every now and then.

DataByte will announce any major planned downtime with enough advance notice so as not to disrupt you.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we will be sorry to see you go. If you decide to stop using our services before the end of a licence term, we do not issue refunds for the unused part of the licence you have purchased.

There may be cases where DataByte may stop providing Services to you or change the nature, limit, or method of delivery of our Services or licences at any time. In the case of service termination, you will be given at least 30 days' notice and any unused portion of your licence will be refunded to you.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where possible, we will give you reasonable advance notice and the necessary time required to get your information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will benefit from using them. But there are certain things that we do not promise about our Services.

Other than, as expressly set out in these terms or additional terms, neither DataByte nor its suppliers or distributors make any specific promises about the services. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, DataByte, and DataByte's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, the total liability of DataByte, and its suppliers and Distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the services for the current licence term.

In all cases, DataByte, and its suppliers and distributors, will not be liable for any loss or damage that is not foreseeable.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify DataByte and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and legal fees.

Licences

Every product we provide to you comes with a specific licence. The licence will determine the extent of the service and the duration for which the service will be provided. Licences are paid for each

module in advance for a user defined period. Licences are be paid online directly through the system. The internal core system of the software license automatically halts the use of such license if this is not paid for by 30 days from the issue of the license. Suitable warnings are displayed to users throughout system use for clients who are not in order with license fee payments.

When a licence is purchased online, the customer decides on the number of employees and the duration of the licence. Due to DataByte's own costs and costs imposed by third parties, an additional administrative fee applies for transactions below a minimum amount. The same additional administrative fee applies whenever licences are not purchased online and added manually to the system by our support staff.

Changes in Licence and Service Fees

DataByte may revise the cost of licences and services from time to time. When a change in pricing occurs, a notice will be posted for all system administrators to see within the system at least 15 days prior to the change taking effect. Any price changes will not affect the validity of licences that have already been purchased prior to the change taking place.

Retention of your Data

Our right to process your data on our systems exists because you have an active licence with us to use our software services. Once a licence for a service has expired or is unpaid and not renewed within 30 days, the data related to that license will be marked for deletion. You will have the opportunity to make a backup of your data within a certain timeframe, after which your data on the system will be deleted permanently. Once the data has been deleted, it will not be able to be retrieved, even if a new licence is purchased.

You also have the option to pay a special retention licence to retain your data on our system.

It is your responsibility to ensure that you have a copy of your data after your licence has expired. DataByte accepts no liability in the case that data has been deleted from an account because of an expired or unpaid licence.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We will always post notice of modifications to these terms on the system.

Changes will not apply retroactively and will become effective no sooner than fourteen days after the new terms of service are published. However, changes addressing new functions for a Service or changes made for legal reasons may be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will supersede this document for that conflict.

These terms control the relationship between DataByte and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we do not act right away, this does not mean that we are giving up any rights that we may have (such as acting in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Malta will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms, or the Services will be litigated exclusively in the courts of Malta, and you and DataByte consent to personal jurisdiction in those courts.

The relationship between you and DataByte is governed by the Laws of Malta.

For information about how to contact DataByte, please visit our website at <https://databyte.com.mt>.