



Terms and Conditions

This is an agreement between you and WebTCards Ltd. ("Web T Cards"). Before you use the Web T Cards task management software (the "product") for the first time, please read this disclaimer and service agreement (the "agreement").

1. Service

Web T Cards owns the domain name WebTCards.com as well as the web-based product available at <http://www.webtcards.com> (the "site").

Web T Cards allows you to use the product and documentation available at the site and to host information on this site ("the service") by opening an account with Web T Cards (the "account") and purchasing from Web T Cards users licenses to use such services (each a "license"). You can utilise this service as long as you abide by the terms of this agreement and as long as your account is not terminated by you or by Web T Cards.

2. Restrictions

You are responsible for all activity under your account, including the activity of other users who have been added to your account by you or by another user of your account.

This service cannot be used in a way that is against the law. You also may not use it in a way that harms Web T Cards or our affiliates, resellers, distributors, service providers and/or suppliers.

3. Free trial period

The service shall be available for a free trial period ending 21 days following the date your account was initially created.



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4. Billing

During the free trial period the following provisions of this section 4 do not apply to you. Following the free trial period, if you subscribe for the service, either currently or in the future, then the terms of this section will apply to you.

The payment for the product shall be made by such payment methods as shall be communicated to you by Web T Cards. Each monthly payment of this fee will grant you one month access to Web T Cards subscribed for services and to all data associated to your hosted account.

By subscribing to the service, you hereby acknowledge, agree and authorise Web T Cards to renew your subscription, automatically, on a monthly basis, until such time as you instruct Web T Cards in writing to stop the renewals.

Web T Cards may terminate its agreement with you, block your access to your account and/or close your account, if you fail to pay all fees when due.

Web T Cards may change the price of the service and products from time to time at its sole discretion. Web T Cards will inform you before any such change.

All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law. No refund will be given for unused portions of your license period.

The costs of any returns will be at your expense, unless otherwise provided by law.

If you pay a monthly fee for your account, if you fail to pay your monthly fees by the end of the first 7 days of each monthly period, you may be billed late payment fees. You must pay late payment fees when Web T Cards bills you for them.

5. Intellectual property rights

As between Web T Cards and you, Web T Cards is the sole owner of the product, the service and the site, including without limitation, all applicable copyrights, patents, trademarks, and trade secrets and



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other intellectual property rights thereto. Except as otherwise specifically provided in this agreement, you may not download or save a copy of the service or any portion thereof, for any purpose. You may, however, print a copy of individual screens appearing as part of the service and site solely for your personal use or records. All title and intellectual property rights in and to the content of any third party web site which may be linked to or viewed in connection with the service is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This agreement grants you no rights to use such content except as allowed by such third party.

You understand and agree that Web T Cards may review and delete or remove any user content that in the sole judgment of Web T Cards violate this agreement or which might be illegal, obscene, indecent, defamatory, or incite racial or ethnic hatred or violate the rights of others, or harm or threaten the safety of users or others or may constitute a breach of any applicable law, and Web T Cards may, in the event it is made aware of such circumstances, terminate your use of the service in such circumstances.

6. Privacy

You are responsible and liable for any activity by any person who uses the service through your user name and password. You are responsible for maintaining the security of your account and password. You agree to immediately notify Web T Cards of any unauthorised use of the service or any other breach of security known or suspected by you.

Web T Cards does not sell, rent or lease our client information to third parties. Web T Cards considers your use of the service, including the content of your communications, to be private. Web T Cards does not routinely monitor your activity or disclose your information to anyone. However, to the maximum extent permitted by law, Web T Cards may monitor your communications and may disclose information about you, including contents of communications, if it is necessary to conform to legal requirements or respond to legal process.

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7. Disclaimer of warranties

You expressly agree that use of the service is at your sole risk. The service is provided on an "as is" basis. Web T Cards expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of quality, performance, merchantability, fitness for a particular purpose, title and non-infringement. Web T Cards makes no warranty that the service will meet your requirements or needs or that the service will be uninterrupted, timely or be free from software errors, nor does Web T Cards make any warranty as to the results that may be obtained from the use of the service or the accuracy of any other information obtained through the product. You understand and agree that any data downloaded or otherwise obtained (including plug-ins) through the use of the service is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that result from the download or data. No information or advice, whether oral or written, obtained by you from Web T Cards or through the service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

8. Limited warranty

You acknowledge and agree that use of this service and related documentation is at your sole risk. Web T Cards expressly disclaims all other warranties with respect to the service and related documentation, as indicated above. Web T Cards does not warrant the accuracy of the information generated. Some jurisdictions do not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

9. Termination

This agreement is effective until terminated. This agreement will be terminated immediately by Web T Cards if you fail to comply with any provision of this agreement. You may also terminate this agreement at any time by notifying Web T Cards of termination, it being clarified that no refund will be provided for unused portions of your license period.

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Such termination of the service will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all user content in your account.

You are solely responsible for properly terminating your account, it being agreed that licenses may be automatically extended by Web T Cards on a monthly basis unless otherwise notified in writing by you.

All of your content will be stored in the site's data base for a period of 60 days following the termination of your account (the "storage period"). Upon the end of the storage period all your content will be permanently deleted from the site's servers. Once deleted, this information cannot be recovered.

Web T Cards, at its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of Web T Cards service, for any reason at any time.

Web T Cards reserves the right to refuse service to anyone for any reason at any time.

Except as otherwise expressly provided herein, all sections of this agreement which, by their nature, should survive termination, will survive termination, including, without limitation, warranty disclaimers and limitations of liability. Termination is not an exclusive remedy and Web T Cards reserves all other available remedies in contract, tort, or negligence – by law or at equity.

10. Limitation of liability

Under no circumstances shall Web T Cards be liable for any indirect, incidental, special, consequential or punitive damages of any character, including, without limitation, loss of goodwill, lost profits, lost revenues, lost sales or business, work stoppage, computer failure or malfunction, lost data or for any and all other damages or losses that result from the use or inability to use the service under any theory, including contract, tort, or negligence, even if Web T Cards has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you. In no event shall Web T Cards total liability to you for all damages, losses, and causes of action (whether in contract, tort



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(including negligence or otherwise) exceed the cost of three months of the service fee paid by you to Web T Cards.

11. Miscellaneous

Future versions of services may be developed and released by Web T Cards in its sole discretion. Web T Cards does not warrant or represent that it will develop or release any upgrades within a given timeframe.

Web T Cards reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.

You are responsible for obtaining and maintaining the equipment and telephone services necessary to access and use the service and Web T Cards site and for any telephone charges associated with connecting to the internet to use the service.

Prices of all services, including but not limited to monthly subscription plan fees to the service, are subject to changes upon 30 days notice from Web T Cards. Such notice may be provided at any time by posting the changes to the Web T Cards site or through the service itself.

Web T Cards shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the service.

WebTCards may at its discretion display your company logo and description on the WebTCards [Clients](#) include page, when a visitor to the WebTCards site clicks on your logo, your website homepage will be displayed. You must explicitly instruct WebTCards if you do not wish your company to be publicised.

This agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations between them. The failure of Web T Cards to exercise or enforce any right or provision of the terms of this agreement shall not constitute a waiver of such right or provision.

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Web T Cards may change the terms of this agreement from time to time and at any time, with or without a release of a new version of the product, and without actual notice to you. All such changes to this agreement will appear on the site. Web T Cards may provide additional notice of such changes by e-mail. You agree that by using the service and/or site thirty (30) days after such notice has been posted on the site or through the service itself as aforesaid for the first time shall constitute your consent to the new or revised set of terms.

This agreement shall be governed by the laws of the United Kingdom, without regard to its conflicts of laws or principles. The United Nations convention on contracts for the international sale of goods is specifically excluded from application to this agreement. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the United Kingdom with respect to any actions for enforcement of or breach of this agreement.

Questions about this agreement should be sent to: Support@WebTCards.com