

This document is TRUSTIVE's customer agreement and contains TRUSTIVE's Terms & Conditions, end user license agreement & privacy policy. This document is available for consultation and download via: [https://secure.trustive.com/customer-agreement/Trustive terms and conditions.pdf](https://secure.trustive.com/customer-agreement/Trustive%20terms%20and%20conditions.pdf)

CUSTOMER AGREEMENT & END USER LICENSE AGREEMENT *effective date 16/10/2015*

This document contains the terms and conditions for the supply and use of various TRUSTIVE Services, devices and software. Please carefully review this customer agreement before purchasing any TRUSTIVE service or device. If you are downloading and/or using any of TRUSTIVE's connection management software then please review the end user license agreement (contained in sections 8 & 9 of this agreement) carefully.

Acceptance of Terms and Conditions

Please read the following TRUSTIVE Terms and Conditions (the "Terms and Conditions") carefully before signing up for, using or downloading any services provided by TRUSTIVE LIMITED (Company Number 06484074) whose registered office is at 9th Floor, 33 Cavendish Square, London, W1G 0TT, United Kingdom ("TRUSTIVE") including but not limited to both prepaid and subscription Internet access accounts TRUSTIVE's WiFi and 3G internet access services, TRUSTIVE's connection software and any other services provided by TRUSTIVE from time to time (the "TRUSTIVE Services").

By using, subscribing to or downloading any of the TRUSTIVE Services you, the Customer, enter into a binding contract with TRUSTIVE on the following Terms and Conditions and agree to use the TRUSTIVE Services in compliance with these Terms and Conditions and any other TRUSTIVE policies that may be posted on the TRUSTIVE website from time to time.

If you, the Customer, do not agree to all of these Terms and Conditions, you, the Customer, should not subscribe to, use or download any of the TRUSTIVE Services.

You should print & keep a copy of these Terms and Conditions for your personal file.

1. THE TERMS & CONDITIONS OF THIS AGREEMENT GOVERN THE RELATIONSHIP

TRUSTIVE will permit you, the Customer, to access, use and download the TRUSTIVE Services subject to these Terms and Conditions.

TRUSTIVE will:

- exercise reasonable care in providing the TRUSTIVE Services;
- use reasonable efforts to make the TRUSTIVE Services available to the Customer at all times; and
- take the steps set out in TRUSTIVE's privacy policy, see below, to endeavour to secure any personal data and credit card information that the Customer gives to TRUSTIVE.

2. CUSTOMER'S PERSONAL INFORMATION AND PAYMENT OBLIGATIONS

- 2.1 The Customer must (i) provide TRUSTIVE with accurate and complete billing information (including legal name, postal address, valid e-mail address and credit card/billing information) and (ii) inform TRUSTIVE in writing of all changes to this information within 30 days of any change.
- 2.2 Where the Customer wishes to subscribe to TRUSTIVE's mobile broadband Internet Service, for which a SIM card is required or any other TRUSTIVE Service where a device is required, the Customer must also provide proof of identification (e.g. photographic driving licence, passport or national identification card) by e-mail (to support@trustive.com) or fax (to 0033 493 65 21 56) within 14 days.

- 2.3 By subscribing to, using or downloading any of the TRUSTIVE Services, the Customer agrees to pay TRUSTIVE's charges at the rate applicable from time to time and as stipulated on TRUSTIVE's website (www.trustive.com) or when accessing the TRUSTIVE Services. The Customer is always responsible for determining the access fees and usage charges prior to using any of the TRUSTIVE Services.
- 2.3 Charges are billed to the Customer's credit card or drawn directly from the bank account details of which are given by the Customer during the sign up process, in accordance with the payment schedule for the TRUSTIVE Services purchased and as stated on TRUSTIVE's website (www.trustive.com). TRUSTIVE is not responsible for any charges or expenses (e.g., bank charges for unauthorised overdrafts or for exceeding credit card limits, interest payments etc) that may arise as a result of charges billed by TRUSTIVE.
- 2.4 Value Added Tax or any other applicable in country sales, use tax or like charge in a country where the TRUSTIVE Services are provided, which is payable by the Customer, will be added to TRUSTIVE's invoices as appropriate.
- 2.5 European Union (EU) Customers (excluding UK):
All accounts for business Customers outside the UK with an EU billing address are subject to Value Added Tax (VAT) charges. However, if the Customer provides TRUSTIVE with a valid EU VAT registration number, then VAT will not be added to the cost of the Services purchased and the Customer can self-assess their VAT charges at their own EU member country rate. However, if no VAT number was provided, TRUSTIVE will charge VAT at the rate prevailing in the UK in accordance with EU VAT regulations.
- UK business Customers:
Customers in the UK will be charged VAT at the prevailing rate.
- 2.6 TRUSTIVE reserves the right to suspend or terminate the Customer's access to any of the TRUSTIVE Services without notice (without prejudice to any other rights or remedies that it may have) where invoices for any TRUSTIVE Services have not been settled in full at the date payment fell due. Any outstanding fees will still stand and charges shall continue to accrue until such time as all the outstanding fees owed have been paid in full.
- 2.7 If the Customer disputes the amount of his [bill/invoice] for the Services, he must raise such dispute in writing to support@trustive.com within 7 days of the Customer receiving his credit card statement or such dispute will be deemed waived. Billing disputes will be 'received' only once the Customer has received an acknowledgement e-mail from TRUSTIVE's Customer Support Centre.
- 2.8 If the Customer disputes usage charges, then such disputes must be raised in writing to support@trustive.com within 30 days of any the disputed usage taking place or such dispute will be deemed waived. Disputes will be 'received' only once the Customer has received an acknowledgement e-mail from TRUSTIVE's Customer Support Centre. TRUSTIVE's usage calculations are based purely on usage (CDR) records maintained by TRUSTIVE for the purposes of billing. No other measurements or statistics of any kind shall be accepted by TRUSTIVE or have any effect under this billing.
- 2.9 In the event of non-payment of any charges due to TRUSTIVE for the Services or otherwise, TRUSTIVE reserves the right to escalate Customer accounts to a TRUSTIVE appointed debt collection agency. In this event, the Customer will be responsible for any and all additional administrative and legal fees incurred by TRUSTIVE as well as for any fees charged by the debt collection agency.
- 2.10 If payment is returned (charge-back) for any reason, TRUSTIVE reserves the right to pursue any and all legal remedies in order to collect the amount owed and to suspend or terminate access to the TRUSTIVE Services without liability to the Customer.

3. WIFI HOTSPOTS AND ACCESS FEES

TRUSTIVE's WiFi Service is accessible via a global network of WiFi hotspots however WiFi hotspots may not be available in all areas and where WiFi hotspots do exist, different (usage) charges may be applicable at different locations. Details of the applicable charges are available at www.trustive.com and at the time of connection. Per minute pricing is only applicable to certain of the TRUSTIVE Services (e.g. TRUSTIVE Pre-paid WiFi access account) and the Customer must check TRUSTIVE's current pricing information by referring to TRUSTIVE's online WiFi hotspot directory (browse function). This directory also lists the locations of all TRUSTIVE's WiFi hotspots: www.trustive.com/hotspots/.

TRUSTIVE reserves the right to change hotspot prices, add and remove hotspots from its online hotspot directory, and at any time to revise the charges for any reason and without prior notice.

4. MOBILE BROADBAND INTERNET ACCESS SERVICE - 3G TARIFFICATION

- 4.1 TRUSTIVE's Mobile Broadband Internet Service includes 3G connection services, which can be used to access data roaming services only and which are billed based on the amount of data traffic generated by the Customer. Customer data usage is measured in kilobytes. Please note that the Customer may also be charged for re-sent data packets and packets added to control the flow of data over the network. Data usage is rounded up to the nearest 100 kilobytes on a per session basis.
- 4.2 TRUSTIVE charges a connection fee for each 3G session, details of which are available on www.trustive.com and reserves the right to vary this connection fee from time to time without notice to the Customer.
- 4.3 The cost of up and downloading data via the Mobile Broadband Internet Service is dependent on which Zone the Customer is in at the time of the 3G session. The countries included in each Zone (Zone A and Zone B) can be viewed on TRUSTIVE's website www.trustive.com as can their corresponding prices.
- 4.4 TRUSTIVE reserves the right to change its mobile broadband Internet access service prices, add and remove countries and or mobile operators from its online coverage list and at any time to revise the charges for any reason and without prior notice.

5. USERNAME AND PASSWORD

- 5.1 Upon registration with TRUSTIVE for any of the TRUSTIVE Services, the Customer will be provided with a unique username and password. These credentials remain TRUSTIVE's property and TRUSTIVE may alter or replace them at any time where necessary, for security purposes or for the proper provision of the TRUSTIVE Services.
- 5.2 The Customer agrees not to give his username and password to any third party or to let any third party use any of the TRUSTIVE Services subscribed to by him and only to use these credentials for his/her personal benefit.
- 5.3 For security reasons, the TRUSTIVE Services are limited to a single person, although each TRUSTIVE customer may use the service via multiple devices. Any breach of these Terms and Conditions and/or any use of the TRUSTIVE Services by anyone to whom the Customer discloses his username and/or password will be treated as if the breach or use had been carried out by the Customer, and will not relieve the Customer of his obligations under these Terms and Conditions.
- 5.4 If the Customer discovers that his username and password for the TRUSTIVE Services have been stolen and are being or may be used fraudulently; he must notify TRUSTIVE's Customer Support Centre immediately in accordance with Section [6.9] of these Terms and Conditions.

6. ACCEPTABLE USE POLICY

- 6.1 All Customers who use any of the TRUSTIVE Services, agree to comply with TRUSTIVE's acceptable use policy as set out in this section of TRUSTIVE's Terms and Conditions. By using any of the TRUSTIVE Services, the Customer is bound by the terms of this Acceptable Use Policy and these Terms and Conditions
- 6.2 TRUSTIVE does not actively monitor any Customer's use of any of the TRUSTIVE Services under normal circumstances. Similarly, TRUSTIVE does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through any of the TRUSTIVE Services. However, TRUSTIVE may remove, block, filter, or restrict by any other means any materials that, in TRUSTIVE's sole discretion, may be illegal, unlawful, expose TRUSTIVE to liability to any third party, infringe any third party rights or which may breach this Acceptable Use Policy or these Terms and Conditions. Where required, TRUSTIVE may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Breach of this Acceptable Use Policy or any other term of these Terms and Conditions may result in the immediate suspension or termination of access to any of the TRUSTIVE Services.
- 6.3 When a Customer uses any of the TRUSTIVE Services, the third-party from whom TRUSTIVE has obtained the right to access the WiFi hotspot(s) in question at which the TRUSTIVE Services are being used, is an intended third-party beneficiary of this Acceptable Use Policy.
- 6.4 Customers agree to use the TRUSTIVE Services, Devices and Software only for lawful purposes, without limiting the foregoing, the Customer agrees not to use any of the TRUSTIVE Services, Devices or Software to:
 - 6.4.1 transmit or receive any communication or material of any kind, the transmission, receipt or possession of which, in TRUSTIVE's sole judgment, could:
 - i. constitute a criminal offence, give rise to a civil liability infringement, or otherwise violate any applicable local, state, national or international law or
 - ii. encourage conduct that could constitute a criminal offence, give rise to a civil liability infringement or otherwise violate any applicable local, state, national or international law;
 - 6.4.2 transmit any material (by uploading, posting, e-mail or otherwise) that is unlawful, threatening, abusive, harassing, defamatory, obscene, libellous, invasive of another's privacy, in breach of a third party's rights, is copyright or the intellectual property right of a third party, hateful or racially, ethnically or otherwise objectionable;
 - 6.4.3. transmit (by uploading, posting, e-mail or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - 6.4.4. transmit any material (by uploading, posting, e-mail or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer systems, software, hardware or telecommunications equipment;
 - 6.4.5. Interfere with or disrupt any of the TRUSTIVE Services or servers or networks connected to the TRUSTIVE Services, or disobey any requirements, procedures, policies or regulations of networks connected to the TRUSTIVE Services;
 - 6.4.6 to gain unauthorized access to any other computer system or network;
 - 6.4.7 Interfere with in any way another Customer's use of the TRUSTIVE Services;
 - 6.4.8. resell, rent, lease, grant a security interest in or make commercial use of any of the TRUSTIVE Services, Devices or Software without TRUSTIVE's prior written authorization;

6,4,9. use any of the TRUSTIVE Services for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

6.4.10. The Customer agrees not to provide any public information services whilst using any of the TRUSTIVE Services.

6.5 TRUSTIVE may take, at TRUSTIVE's sole discretion, any one or more of the following actions, or other actions not listed, in response to a violation of the Acceptable Use Policy or if TRUSTIVE, in its sole discretion believes that the Customer has breached any of the terms of this Acceptable Use Policy: (i) issue warnings, written or oral; (ii) suspend the Customer's WiFi access account; (iii) terminate the Customer's WiFi access account and access to any of the TRUSTIVE Services; (iv) bill the Customer for any administrative costs incurred as a result of the Customer breaching the Acceptable Use Policy; (v) refer an issue to and cooperate with appropriate law enforcement authorities if TRUSTIVE believes that criminal activity has occurred; or (vi) bring legal action to enjoin violations and/or to collect any damages that may have arisen as a result of the Customer breaching the Acceptable Use Policy.

6.6 In the event of a termination under this section of the Customer's use or access to TRUSTIVE Services, the Customer will remain responsible for the full usage charges for the balance of the contract with TRUSTIVE to which these Terms and Conditions apply including without limitation unbilled charges plus a disconnect fee and TRUSTIVE may, at its sole discretion, retain any or all amounts paid by a Customer for use of the TRUSTIVE Service as liquidated damages for a Customer's actions.

6.7 The Customer is liable for any and all use of the Services and/or Device and/or Software provided to them by TRUSTIVE and the Customer agrees to indemnify and hold harmless TRUSTIVE against any and all liability for any use of the aforementioned elements that fails to comply with these Terms and Conditions or with any aspect of this Acceptable Use Policy

6.8 If the Customer attempts to use the TRUSTIVE Services, Device or Software, directly or indirectly, from a restricted country then he does do so at his own risk, including the risk that such activity violates local laws in that country. Customers are liable for any and all use of the Service and/or Device and/or Software by any person making use of the Service or Device or Software provided to them.

6.9 The Customer agrees to notify TRUSTIVE immediately, by e-mail (support@trustive.com) or by calling TRUSTIVE's Customer Support Centre (+33 486 877 999), if any Device provided by TRUSTIVE is stolen or the Customer becomes aware at any time that their Service has been stolen or is being fraudulently used. Customer notifications must include the Customer's username and a detailed description of the circumstances of the Service/Device theft or fraudulent use of the Services. Failure to do so in a timely manner may result in the termination of the Services and additional charges being levied. The Customer will be liable for all use of the Services via a stolen Device and a stolen or fraudulently used account.

7. LIMITATION OF LIABILITY

7.1 The TRUSTIVE Services are provided on an "as is" and "as available" basis. TRUSTIVE does not warrant that the TRUSTIVE Services will be uninterrupted, error-free, or free of viruses or other harmful components and save for any warranties implied by law to the extent that they may not be excluded; TRUSTIVE makes no warranties, express, implied or statutory.

7.2 To the extent permitted by law, TRUSTIVE excludes all liability (whether arising in contract, tort or otherwise and whether or not due to TRUSTIVE's negligence) which TRUSTIVE may otherwise have to the Customer as a result of:

7.2.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to any of the TRUSTIVE Services;

- 7.2.2 the unavailability of any of the TRUSTIVE Services (or any part of them);
- 7.2.3 any delay in providing, or failure to provide or make available any of the TRUSTIVE Services or any negligent provision of any of the TRUSTIVE Services;
- 7.2.4 any misrepresentation on or relating to any of the TRUSTIVE Services (other than fraudulent misrepresentation made by TRUSTIVE).
- 7.3 The Customer expressly acknowledges that there are security, privacy and confidentiality risks inherent in wireless communications and technology and TRUSTIVE does not make any assurances or warranties relating to such risks except for those expressly made in section [9] of these Terms and Conditions. No advice or information given by TRUSTIVE or its representatives will create a warranty.
- 7.4 TRUSTIVE will use its reasonable endeavours to remedy faults in the TRUSTIVE Services. If TRUSTIVE is in breach of these Terms and Conditions, the Customer agrees that its only claim whether in contract, tort (including negligence) or otherwise, shall be for recovery for damages that he incurs directly, and his exclusive remedy, shall be limited to an amount equivalent to the [2 x] the charges paid in relation to the Customer's use of the TRUSTIVE Services in the 12 months prior to the date of any claim.
- 7.5 TRUSTIVE will not be liable for any losses such as lost data, lost profits, lost contract or business interruption or any indirect or consequential losses arising from the Customer's use or inability to use the TRUSTIVE Services or from any action taken (or refrained from being taken) as a result of using the TRUSTIVE Services or any breach by TRUSTIVE of these Terms and Conditions.
- 7.6 The Customer agrees that each of these limitations is reasonable having regard to the nature of the TRUSTIVE Services.
- 7.7 None of the exclusions or limitations in this clause [7] shall exclude or restrict TRUSTIVE's liability for death or personal injury caused by TRUSTIVE's negligence.
- 7.8 None of the above exclusions shall affect any statutory rights which are not capable of being excluded.
- 7.9 Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these Terms and Conditions.

8. END USER LICENSE AGREEMENT

- 8.1 TRUSTIVE grants the Customer a limited, personal, non-exclusive, non-transferable and non-assignable license to install and use TRUSTIVE's connection management tool, "MyHotspotter," and any updates thereto, solely for the Customer's personal purposes, including accessing and utilising any of the TRUSTIVE Services that may be provided by TRUSTIVE from time to time.
- 8.2 TRUSTIVE may modify their connection management tool, "MyHotspotter," at any time, for any reason, and without providing the Customer with notice of such modification. This license does not entitle the Customer to receive hard-copy documentation, technical support, telephone assistance, enhancements or updates for the connection management tool, "MyHotspotter."

9. EASY WIFI & EASY2ROAM LICENSES

- 9.1 TRUSTIVE grants to the Customer a limited, personal, non-exclusive, non-transferable and non-assignable license to install and use the TRUSTIVE's connection management tools, "Easy WiFi" and "Easy2roam" and any updates thereto, solely for the Customer's personal

purposes, including accessing and utilising the TRUSTIVE Services that may be provided by TRUSTIVE from time to time.

- 9.2 TRUSTIVE may modify their connection management tool, "Easy WiFi" and "Easy2roam", at any time, for any reason, and without providing the Customer with notice of such modification. This license does not entitle the Customer to receive hard-copy documentation, technical support, telephone assistance, enhancements or updates for the connection management tool, "Easy WiFi" and "Easy2roam."

10. ENHANCED WIFI SECURITY FEATURE

- 10.1 TRUSTIVE's Enhanced WiFi Security feature is a CISCO based, web encryption tool that encrypts and therefore protects the Customer's session information on the WiFi part of the network where this feature is selected and activated by the Customer in accordance with the separate terms and conditions which apply to this feature.
- 10.2 TRUSTIVE does not actively monitor any Customer's use of any of the TRUSTIVE Services under normal circumstances. However, in accordance with prevailing legislation, TRUSTIVE is obliged to store certain information relating to Customer WiFi sessions if a Customer has opted to use TRUSTIVE's Enhanced WiFi Security feature. This information remains the property of TRUSTIVE and will remain confidential. However, TRUSTIVE may cooperate and share this information with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong where required by law or regulation to do so.

11. DEVICES

- 11.1. Device Activation. Device(s) provided by TRUSTIVE to the Customer must be activated within one year of purchase. After this period, the Device(s) will be cancelled.
- 11.2. Device Validity Period. Device(s) are automatically associated with an access account for TRUSTIVE Services which has a validity period. Once this validity period has passed, it is not possible to renew or reactivate the account or Device; new ones must be ordered.
- 11.3. Warranty. The Customer must refer to the separate limited warranty documentation for information on the limitation and disclaimer of certain warranties for any Device (for example SIM Cards or USB modems (dongles)), provided by TRUSTIVE and which includes a limited warranty at the time of purchase.
- 11.4. Device Ownership.
SIM Cards - Each SIM card remains TRUSTIVE's property at all times. Customers are allowed to use the SIM by TRUSTIVE on a limited licence to enable them to access certain aspects of TRUSTIVE's Services, as defined on TRUSTIVE's site www.trustive.com, and in accordance with the terms of these Terms and Conditions. TRUSTIVE may recall the SIM(s) at any time for upgrades, modifications, misuse or upon termination of the Customer's access account for Services.
Dongles - Dongles purchased from TRUSTIVE become the Customer's property upon payment of the corresponding invoice.
Mobile hotspots - Mobile hotspots purchased from TRUSTIVE become the Customer's property upon payment of the corresponding invoice.

12. CANCELLATION

- 12.1. Subject to section 12.2 below, the Customer may cancel a contract for TRUSTIVE Services to which these Terms and Conditions apply at any time prior to the point of first use of the TRUSTIVE Services by the Customer or at any time up to 14 days from the day after the Customer accepts these Terms and Conditions, whichever is the earlier. By beginning to use the TRUSTIVE Services prior to the expiration of this 14 day cancellation period, the Customer agrees to waive their cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- 12.2 The Customer may cancel a contract for the supply of a Device (where the Device is supplied as part of an order for TRUSTIVE Services to which these Terms and Conditions apply) at any time up to 14 days from the day after the Device is delivered to the Customer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The Customer must return the Device to TRUSTIVE in an "as sold" condition at his own expense. TRUSTIVE has the right to charge the Customer, at the usual rate, for any of the TRUSTIVE Services (e.g. WiFi access) that the Customer has used prior to delivery of the Device and cancellation of the contract by the Customer.
- 12.3 Notice of cancellation (including the Customer's name, surname, email address and Trustive username) must be provided by e-mail to TRUSTIVE's Customer Care Centre: support@trustive.com. Customer cancellations will only be deemed complete once the Customer has received a confirmation of cancellation e-mail from TRUSTIVE and any devices provided have been returned and received by TRUSTIVE in an "as sold" condition.

13. TERMINATION

- 13.1 Customers with monthly subscription accounts for a TRUSTIVE Service that include a minimum contract period may terminate the contract agreement with TRUSTIVE at any time once this initial minimum contract period has passed and for any reason with at least one full, billing month's notice. Notice of cancellation received by TRUSTIVE at any time during a calendar month will terminate the Customer's WiFi access account on the last day of the FOLLOWING calendar month.
Notice of termination must be provided by e-mail to TRUSTIVE's Customer Care Centre: support@trustive.com. Customer terminations will only be deemed complete once the Customer has received a confirmation of termination e-mail from TRUSTIVE.
- 13.2 Without prior notice, TRUSTIVE may suspend or terminate the Customer's access to any of the TRUSTIVE Services, if:
- (i) TRUSTIVE, in its sole discretion, believes that the Customer has breached any section of these Terms and Conditions or any of TRUSTIVE's policies applicable to Customers;
 - (ii) the Customer has failed to pay any charges due;
 - (iii) TRUSTIVE, in its sole discretion, believes that the Customer has provided false or misleading details about himself under section 2 of these Terms and Conditions;
 - (iv) TRUSTIVE, in its sole discretion, believes that the Customer's Device has been stolen and is being used fraudulently;
 - (v) TRUSTIVE, in its sole discretion, believes that the Customer's credentials have been stolen and that they are or may be used fraudulently;
 - (vi) TRUSTIVE is required to suspend the Customer's access to TRUSTIVE Services by emergency services or any governmental authority;
 - (vii) for any reason, an account's minimum contract period has passed or at any time for accounts with no minimum contract period with 30 days notice.

TRUSTIVE may provide notice of suspension or termination to the Customer by e-mail to the address provided by the Customer. All notices to Customers will be deemed effective immediately.

- 13.3 Any rights that have accrued to TRUSTIVE at the date of termination will remain enforceable after termination.

14. INTELLECTUAL PROPERTY

- 14.1 TRUSTIVE's Services, Devices and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on TRUSTIVE's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos

and domain names (collectively "IP") of TRUSTIVE are and shall remain the exclusive property of TRUSTIVE and nothing in these Terms and Conditions shall grant the Customer the right to right or license to use such IP.

- 14.2 The Customer acknowledges that he is not given any licence to use the firmware or software used to provide the Services or provided to the Customer in conjunction with providing the Services, or embedded in the Device, other than a non-transferable, revocable licence to use such firmware or software (without making any modification thereto) strictly in accordance with these Terms and Conditions and that the Device and/or software is exclusively for use in connection with the Services.
- 14.3 If the Customer uses the Services through an interface device not provided by TRUSTIVE, which TRUSTIVE reserves the right to prohibit in particular cases or generally, the Customer warrants and represents that he possesses all required rights, including software and/or firmware licences, to use that interface device with the Services and that he will indemnify and hold harmless TRUSTIVE against any and all liability arising out of his use of such interface device with the Services.

15. EVENTS BEYOND TRUSTIVE'S CONTROL

- 15.1 TRUSTIVE shall not be liable to the Customer for any breach of these Terms and Conditions of use or any failure to provide or delay in providing any of the TRUSTIVE Services resulting from any event or circumstance beyond TRUSTIVE's reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, fire, explosion, accident, natural disaster or terrorist act.

16. THE USE OF THE CUSTOMER'S INFORMATION

- 16.1 The Customer agrees that TRUSTIVE may collect, store, and use information about the Customer in accordance with TRUSTIVE's Privacy Policy. TRUSTIVE acknowledges and agrees to be bound by the terms of TRUSTIVE's Privacy Policy.

17. UNENFORCEABILITY

The enforceability or otherwise of any provisions of these Terms and Conditions shall not affect the enforceability of the rest of these Terms and Conditions.

18. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Customer and TRUSTIVE with respect to the supply to or use by the Customer of any of the TRUSTIVE Services. TRUSTIVE may revise, amend, or modify these Terms and Conditions and any other Customer policies and agreements at any time and in any manner. Any revisions or amendments shall be posted on TRUSTIVE's website (www.trustive.com) and by continuing to use any of the TRUSTIVE Services following any such change, the Customer will be deemed to have signified that he agrees to be bound by the revised Terms and Conditions. The Terms and Conditions posted on www.trustive.com from time to time supersede all previously agreed to electronic and written Terms and Conditions.

19. TRANSFER

TRUSTIVE may transfer its rights and obligations under the contract to which these Terms and Conditions apply at any time by posting notice to the Customer on its site www.trustive.com.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises in connection with these Terms and Conditions or the contract to which these Terms and Conditions applies and which is not resolved after discussion between the

Customer and TRUSTIVE, then, if the parties agree, the dispute will be referred to a mediator as follows:-

20.1.1 the mediator will be appointed by agreement of the parties. In the event of a failure to agree within 3 days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR);

20.1.2 within 14 days of the appointment of the mediator the parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations;

20.1.3 all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;

20.1.4 if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them;

20.1.5 if the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 2 months of the mediator being appointed then either party may exercise any remedy that it has under these Terms and Conditions.

21. LAW

This agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

PRIVACY POLICY

TRUSTIVE Limited is committed to ensuring that the Customer's privacy is protected. This privacy policy explains how TRUSTIVE uses the information/data it collects about the Customer, limiting the use of that information and privacy procedures.

1. THE INFORMATION TRUSTIVE COLLECTS AND HOW IT IS USED

When the Customer registers for any TRUSTIVE Service, TRUSTIVE needs to know his name, postal address, e-mail address, telephone number and billing details (e.g. credit card number, expiry date, etc.).

TRUSTIVE gathers this information to allow us to process the Customer's registration and orders. The relevant information is then used by us, our agents and sub-contractors to provide statements of account and to communicate on any matter relating to the conduct of the Customer's account and the provision of the TRUSTIVE Services.

Information and statistics may also be used for the purposes of monitoring the usage of TRUSTIVE Services in order to help TRUSTIVE develop and improve the TRUSTIVE Services.

TRUSTIVE may also wish to provide the Customer with information about special features or products. If the Customer would rather not receive this information, he should send an e-mail to this effect to TRUSTIVE's Customer Care Centre (support@trustive.com). Such requests will only be deemed complete once the Customer has received a confirmation e-mail from TRUSTIVE.

TRUSTIVE may also want to provide the Customer with related information from third parties. If the Customer would rather not receive this information, he should send an e-mail to (support@trustive.com).

2. HOW TRUSTIVE PROTECTS CUSTOMER INFORMATION

The internet is not a secure medium. However, TRUSTIVE has put in place various security procedures as set out in this policy.

TRUSTIVE brings together a combination of industry-approved security technologies to protect its Customers' personal data. The security features include but are not limited to an industry-standard data centre (with physical and logical security, password protection and restricted access), controlled system entry, firewalls, advanced secure IT appliances and SSL (Secure Sockets Layer) protocols for data encryption.

TRUSTIVE also keeps the Customer's information confidential. The internal procedures of TRUSTIVE cover the storage, access and disclosure of Customer information.

3. SALE OF BUSINESS

If this business is sold or integrated with another business the Customer's details may be disclosed to TRUSTIVE's advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

4. THE CUSTOMER'S CONSENT

By submitting information, the Customer consents to the use of that information as set out in this policy. If TRUSTIVE changes this privacy policy it will post the changes on this page, and may place notices on other pages of their website (www.trustive.com).

Owing to the global nature of the internet infrastructure, the information the Customer provides may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding the Customer's data and its use as set out in this policy. By submitting information, the Customer is deemed to consent to these transfers.

5. HOW TO CONTACT TRUSTIVE

TRUSTIVE welcomes the views of its Customers about the TRUSTIVE Services and this Privacy Policy. Customers should contact TRUSTIVE with any queries or comments by sending an e-mail to TRUSTIVE's Customer Care Centre (support@trustive.com).