

GoodGantt Terms of Service

1. Your contract with GoodGantt

Supplementary conditions. Our services and software are given to you by the license, you do not buy it, and they and may also be subject to one or more of the supplementary terms below (“Supplementary Terms”). In case of a conflict between the provisions of the General Conditions and the Supplementary Conditions, the Supplementary Conditions have an advantage with respect to such Service or Software. Supplementary conditions may vary.

2. Confidentiality

2.1 Confidentiality. You can see the information about how we collect, use, transfer or otherwise process information about you.

2.2 Information about the use of cloud systems applications. You can share the information about how you use our desktop applications with us. This information allows you to personalize your service and helps us to improve the product function and quality.

3. Terms of Use of the Services and Software

3.1 License. You are entitled to access and use the Services and the Software subject to your compliance with the Terms and the law.

3.2. The person mentioned as the author on the original or copy of the work is considered as its author unless otherwise is proved.

4. Other types of licenses

4.1 The GoodGantt Software is provided for use by a single user for free. The user will be asked to pay a subscription in order to use command functions and access to supplementary functionality, in accordance with the tariff scale specified in the application itself.

4.2 Termination of a license for paid use may occur in case of termination of funds receipt corresponding to the value of your tariff

4.3. The user will be transferred to a free tariff in case of termination of the paid license. In this case, the command functions and supplementary functionality will be disabled in accordance with the purchased tariff.

5. Account information

You are responsible for all activities done from your account. If you become aware of the unauthorized use of your account, immediately inform the technical support service. It is prohibited to share your account information with others (except for the authorized account administrator); or (b) use another person's account. The account administrator may use your account information to manage your use of the Services and the Software and access to them. Concerning GoodGantt, we reserve the right to control and facilitate enforcement of the limits and restrictions set forth for subscription plans, including the right to charge for exceeding the limits.

6. User activity

Excessive use. It is forbidden to abuse the Services and Software. For example, you do not have a right to:

- (a) copy, modify, post, transfer, sublicense, or resell the Services or the Software;
- (b) to get around any access or use restrictions, set in order to prevent the use of the Services or the Software for unauthorized purposes;
- (c) try to disable, damage or destroy Services and Software;
- (d) upload, transfer, store or provide any Content or code that contains viruses, malicious code, malicious program or components intended to harm or limit the functionality of the Services or the Software;
- (e) advertise any products or services on the Services without our prior permission;
- (f) violate current legislation

7. Your warranty and indemnity obligations

7.1 Release from liability and Indemnification. You agree to protect our company, officials, agents, employees, partners and licensors from any reclamations or claims for loss or damage, including reasonable legal fees related to your Content (or arising from its use), your use of the Services or the Software or your violation of the Terms.

7.2 The Software is provided "AS IT IS" in accordance with the generally accepted international practice principle. This means that the licensor shall not be liable for any problems arising during the installation, update, support and operation of the SOFTWARE (including: compatibility issues with other software products (packages, drivers, etc.), problems arising from ambiguous interpretation of the supporting documentation, inconsistency of the results of using the program with licensee's expectations, cases of loss of profit, business interruption, etc.). Any person, legal or physical, using this SOFTWARE legally, must understand that he/she is fully responsible for possible negative consequences caused by incompatibility or clashes of the SOFTWARE with other software products installed on his computer.

7.3 The company assumes no responsibility for any action associated with the use of any Services or Software. You may use the Services or the Software and get access to them at your own risk and you are solely responsible for any loss of data or damage to your computer system resulting from the use of or access to any Services or Software.

8. Liability limitation

8.1 Unless otherwise specified in the Supplementary Terms, we shall not be liable to you or any other persons for losing any possibility to use, losing any data, reputation or profits, as well as any actual, incidental, sidewise, consequential or vindictive damages of any kind regardless of the reasons for their occurrence (even if we were warned about the possibility of these losses or damages), including the following losses and damages: (a) caused as a result of inability to use, data loss or lost profit, regardless of how could it have been foreseen; (b) on the basis of any liability theory, including contract or warranty breach, negligence or other illegal actions; or (c) any other claims arising from your use of or related to your use of the Services or the Software or access to them. Nothing in the Terms does not limit or exclude our liability for gross negligence or deliberate misdemeanor, death or injury on our part (or on the part of our employees).

8.2 Our overall liability for any matter arising from or related to the Terms is limited to \$ 100. US or the aggregate amount paid for access to the Services and Software within the three months preceding the event that caused the liability to arise, it depends on which amount is greater. This restriction will apply regardless of the form or source of the claim or loss and whether the claim or loss was expected or unexpected, and whether the party has been warned about the risk of a claim or loss.

8.3 The limitations and exclusions of this section 10 apply to the fullest possible extent permitted by law.

9. Termination

9.1 Termination by your initiative. You are able to stop using the Services and the Software at any time. Termination of your account does not relieve you from any obligation to pay the accrued commissions.

9.2 Termination by our initiative. We possess the right to terminate your right to use and access to the Services or the Software at any time if:

(a) you have violated any Terms provision (or your actions clearly indicate that you are not intended or are unable to fulfill the Terms);

(b) you did not manage to pay the fees for the Services or the Software in a timely manner (if required);

(c) you have grossly violated any Terms and Conditions provision, and (i) this violation cannot be corrected; or (ii) you were notified about the violation, and you did not correct it within 14 days after the notification;

- (d) you offend, intimidate, persecute us or our staff or threaten us physically, verbally or otherwise (we may also suspend or restrict your access to the Services or the Software under such circumstances);
- (e) you have repeatedly filed complaints unfairly or without reasonable grounds and continue to do this after our request to stop (under such circumstances, we can also suspend or restrict your access to the Services or the Software);
- (e) our company is obliged to do this in accordance with the law (for example, if the provision of the Services or the Software to you has become or becomes illegal);
- (g) we have decided to completely or partially terminate the provision of the Services or the Software (for example, if it becomes unprofitable for us to continue to offer the Services in your region due to legislation changes);
- (h) Your free account remains inactive for a long time.

10. Refunds

10.1 A license to use is made on a prepaid basis, after payment, the customer's funds are deposited into his virtual account in the system, and every day funds are withdrawn from this user account equivalent to the amount deposited. The user has the right to return their funds only for those days that have not yet been used by him.

10.2 The user has the right to issue a refund in one of the following ways:

- a) Refund to the card for all unused days;
- b) Return days free use of the service during the time that is equivalent to the amount of the refund.

10.3 If the user wants to return funds for the annual tariff plan, then a 20% discount is canceled and the cost of the months passed is calculated according to the monthly tariff schedule and only the difference between the sum of past days and the total annual cost of the tariff paid by the user is returned. These rules are valid only in the case of a refund to the card of the user, this does not apply to the reduction of the plan.

10.4 Returns are not made on promotions, gifts and purchase perks for free users.

11. Investigations

Disclosure. Our company possesses the right to access and disclose information about you or your use of the Services or the Software, (a) if it is required by law (for example, when we receive a request for summons or search-warrant); (b) to respond to your requests for technical support; or (c) when we believe in our sole discretion that it is necessary to protect the rights, property or personal safety of us, our users or the general public.

12. Legislation of the foreign trade regulation

The Services or the Software and your use of the Services or the Software are subject to the laws, restrictions, and regulations of the United States and other countries that may govern the import, export and use of the Services and the Software. You are obliged to abide by the all these laws, restrictions and regulations requirements.

13. Australian Consumer Protection Legislation

Nothing in these Terms implies the exclusion, limitation or modification of any consumer rights under the Competition and Consumer Rights Act 2010 (Cth) (CCA Act) or any other legislation that cannot be excluded, limited or modified by agreement. If the CCA Law or any other law implies a condition, warranty or provision in the Terms or provides legal guarantees in connection with the Terms, in relation to the goods or services provided (if any), our liability for violation of such condition, warranty, other provision or warranty are limited (at our discretion) to the fullest extent possible: (a) in the case of the goods delivery, we take one or more of the following steps: (i) goods replacement or the equivalent goods delivery; (ii) goods repair; (iii) payment for the goods replacement or the purchase of equivalent goods and (iv) payment for the goods repair; or (b) we take one or more of the following steps in case of providing services: (i) services re-provision and (ii) payment of costs for services re-provision.

14. Dispute settlement

14.1 Legal proceedings. You agree that in the event of any problem or dispute, you will try to solve it informally by contacting us first. If the dispute is not resolved within 30 days after your appeal, any resulting lawsuits should be resolved by final and compulsory arbitration, unless you are entitled to defend your claims in a small claims tribunal.

14.2 Prohibition of a class suit. You are entitled to resolve disputes with us only on an individual basis and are not entitled to file joint or group claims.

14.3 Court injunction. Notwithstanding the foregoing, you agree that if you or other persons access or use the Services or the Software without authorization in violation of the Terms, our company has the right to apply for an injunction (or similar emergency judicial remedy) in any jurisdiction.

15. Right for audit

In case if you represent a commercial enterprise, company or organization, you agree that we have the right, no more than once each 12 months, with a prior notification at least 7 days in advance, to involve our employees or an independent auditor to conduct confidential verification (including verification by manual and / or electronic means) of your records, systems and equipment in order to confirm that the installation and use of the Services or the Software is carried out in accordance with the licenses issued by us. In addition, you must provide us with all the required accounting documents

and information confirming that the installation and use of the Services and the Software comply with your current licenses within 30 days after reception of a request from our company. If during the audit a shortage of licenses for the Services or the Software is revealed, then you must acquire all the required licenses and subscriptions immediately, as well as pay for the support and maintenance work that has been previously performed. If the amount of outstanding payments exceeds 5% of the licensing fees amount, then you will also be obliged to reimburse us the reasonable verification costs.

16. Updates and availability

16.1 General Terms and Conditions updates. We may change these General Terms, any Supplementary Terms or Subscription and Cancellation Terms of our Services or the Software, for example, to reflect changes in the law. You must review the Terms regularly. We will post notices of changes to these General Terms and Conditions and Supplementary Terms on this page. You express the agree to the changes made by continuing to use the Services or the Software or getting access to them after the changes to the Terms that came into effect.

16.2 Service and Software Updates. Our company has the right to change, update or terminate the provision of the Services or the Software (including any their parts or functions) at any time without obligations to you or to any other party. However, we will use reasonable efforts to notify you of changes, updates, or termination of the provision of paid offers, when making changes to them. If our company ceases to provide the Services or the Software in full, it will also give you time to download your Content and, in addition, it can refund you any prepaid fees that were paid for this Service or Software in an appropriate proportion.

16.3 Availability. Web pages describing the Services are available worldwide, but this does not mean that all Services or their functions are available in your country, or that user-generated content accessible through the Services is legal and accessible for your country. Access to certain Services (or certain features of the Services, files samples or content files) may be blocked in some countries by us or by foreign governments. You must ensure that your use of the Services is legal and accessible in the region where you use them. Services not available in all languages.

17. Modification and reconstruction prohibition

Except for the expressly permitted cases of these Terms, you may not (a) modify, transfer, adapt or translate any part of the Services or the Software, and (b) reconstruct, decompile, disassemble, or otherwise attempt to discover the source code or any part of the Service or Software. If the laws of your jurisdiction entitle you to decompile the Software to obtain information necessary to provide licensed parts of the Services or Software compatible with other software, you must first request such information from us. At our discretion we may provide you with such information or apply reasonable conditions, including reasonable fees for your decompilation of the Services or the Software, to ensure the protection of our rights and our suppliers property rights in the Services and the Software.

18. Other provisions

18.1 Notifications to GoodGantt. You can send us notifications to the following email address: support@goodgantt.com

18.2 Notifications to you. We may send you notifications by email, regular mail, publication through the Services or other legally acceptable means.

18.3 Concession prohibition. You may not assign or otherwise transfer the Terms, rights, and obligations under the Terms (in whole or in part) without our written consent, and any such attempt will not have a legal power. We are entitled to transfer our rights to a third party, under the Terms.

18.4 Headings. Headings used in these General Terms and Conditions or Supplementary Terms are provided only for convenience and are not used to explain the meaning or intent.

18.5 Provision independence. If any provision of these General Terms or any Supplementary Terms is deemed as invalid or as not having the equal legal power, the remaining provisions of the General Terms and Conditions and any Supplementary Terms will remain their full equal legal power.

18.6 Absence of waiver of receivables. The fact that we do not require the observance or application of any provision of these Terms does not mean that we waive our rights under this provision.

19. DMCA

Our company respects the intellectual property rights of others and requires the same from its users. We will respond to clear copyright violation notices under the Digital Millennium Copyright Act ("DMCA").