

FORTRESSDB TERMS & CONDITIONS

Please read these terms and conditions carefully as they govern your use of our FortressDB product and service (the "Service") and limit our liability to you. Details of the Service are published on our website at fortressdb.com (our "Website").

By accepting these terms and conditions and/ or registering to use the Service you are forming a contract and agreeing to the terms that appear below. References to "you" and "your" are to you as an individual, unless you are registering to use the Service on behalf of a business or organisation, in which case you are agreeing to this agreement on behalf of that business or organisation and references to "you" and "your" are to the business or organisation you represent. If you register to use the Services and agreed to these terms and conditions on behalf of a business or organisation, you represent and warrant to us that you have authority to do so.

If you have any questions please email us at admin@fortressdb.com.

GENERAL TERMS

1. Provision of Service

- 1.1. The Service is provided by OSS Enterprise Limited, a company incorporated in the United Kingdom under number 11465063 whose registered office is at Tudor House, 16 Cathedral Road, Cardiff, United Kingdom, CF11 9LJ (the "**OSS Enterprise**").
- 1.2. You must register with OSS Enterprise to access and use the Service by completing an online registration form which is available on our Website (your "**Subscription**"). Your Subscription and Agreement with us will only start once we have emailed you to confirm that we accept your registration and we reserve the right to decline to accept your registration if we consider it appropriate to do so (in our absolute discretion).
- 1.3. Each Subscription is for a single named individual, or a single named business or organisation, only (a "**User**"). On registration, you will be allocated a user name and password or (in some cases) multiple user names and passwords ("**User ID**") which must only be used by the User named on the registration. You are responsible for all use of the Service using any User ID issued to you and for preventing unauthorised use of any User ID issued to you.
- 1.4. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of any User ID, you must notify OSS Enterprise immediately by emailing admin@fortressdb.com. If OSS Enterprise reasonably believes that any User ID is being used in any way which is not permitted by these terms and conditions, OSS Enterprise reserves the right to suspend access rights immediately on giving notice to you in accordance with clause 9 and to block access from the User ID until the issue has been resolved.
- 1.5. By registering to use the Service, you acknowledge and agree that you have provided OSS Enterprise with accurate and complete registration information and that it is your responsibility to update OSS Enterprise of any changes to that information (including your email address) by emailing admin@fortressdb.com.
- 1.6. OSS Enterprise offers different types of Subscription as follows: (i) free subscriptions with limited features and functionality (a "**Free Subscription**"); and (ii) various types of paid for subscription with more advanced features and functionality (a "**Paid Subscription**"). Further

details of the various Subscriptions which are available, as well as the features and functionality included as part of them, can be found at <https://fortressdb.com>.

- 1.7. The Service is a plug-in for WordPress which enables you to store form data in a secure/private database (a "**FortressDB Database**") and to control who has access to that data and how you wish to display the data. The precise features and functionality available to you, as well as any limitations or restrictions on your use of the Service, will depend on your Subscription.
- 1.8. OSS Enterprise is continually seeking to improve the Service. OSS Enterprise reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce their content or functionality.
- 1.9. Following your acceptance of these terms and conditions, OSS Enterprise will make the Service available to you and except as set out in these terms and conditions you will have no right to cancel the contract before the end of your Subscription once we have done so. **Limited Rights to Use Service**
- 2.1. The Service and all copyright and intellectual property rights in it belong to OSS Enterprise (or its licensors). Subject to clause 2.2 you may access and use the Service for the purpose for which it was intended, namely to create FortressDB Databases and to edit, display and control access to the contents of that database.
- 2.2. You may not (without contacting OSS Enterprise to obtain its prior written permission):
 - 2.2.1. redistribute or resell use of or access to the Service in any way;
 - 2.2.2. remove any copyright or trade mark notices of OSS Enterprise from any part of the Service; or
 - 2.2.3. except as expressly permitted above, modify, reproduce or in any way commercially exploit the Service, or any part of it.
- 2.3. You acknowledge that OSS Enterprise and FortressDB and any associated logos are the brand names of the OSS Enterprise and protected by intellectual property laws. You agree that you may not use them without prior written permission of OSS Enterprise.

3. **Subscription Fees**

- 3.1. If you have opted for a Free Subscription you will not be required to pay any fees to use the Service. However, the features and functionality available to you will be more limited than under any of the Paid Subscriptions and your Free Subscription may be subject to certain usage limits and restrictions. Please refer to <https://fortressdb.com> for further details.
- 3.2. If you have opted for a Paid Subscription, the fees for your Subscription ("**Subscription Fees**") will be calculated in accordance with our standard price list in effect at the relevant time. You can opt to pay the Subscription Fees annually or monthly in advance. You must arrange to pay all Subscription Fees by such method of payment as OSS Enterprise reasonably requests. OSS Enterprise shall be under no obligation to provide the Service available under a Paid Subscription, until the relevant Subscription Fees due in respect of your Subscription have been paid, or if you fail to pay any Subscription Fees when they are due for payment.
- 3.3. For Paid Subscriptions, the first Subscription Fee due in respect of your Subscription must be paid when we accept your registration. Thereafter, OSS Enterprise will email you in

advance to inform when your next Subscription Fee is due for payment. OSS Enterprise also reserves the right to increase the Subscription Fees due in respect of your Subscription by giving you not less than thirty (30) days notice in writing at any time during your Subscription. In either case, OSS Enterprise will have the right to take payment of the next Subscription Fee (or increased Subscription Fee) using the payment details you have provided, unless you have informed OSS Enterprise that you wish to terminate your subscription in accordance with clause 8.3.

4. **User Content**

- 4.1. The Service allows Users to upload to the Service and to store in a FortressDB Database, information, data, documents, content and materials, and to edit, publish and share the same ("**User Content**"). Whilst OSS Enterprise does not seek to monitor or control the submission of User Content, it does reserve the right to delete, remove, move and edit any User Content submitted where (in its absolute discretion) it considers it prudent or necessary to do so.
- 4.2. You agree to comply with all applicable laws and regulations when using our Service. You are solely responsible for all User Content you upload to the Services or store in a FortressDB Database. You must ensure that all User Content you upload, submit, store or transmit via the Service is lawful and that it is not misleading or harmful to other Users or otherwise objectionable. In particular you must not upload, submit, store or transmit via the Service any User Content that:
 - 4.2.1. is fraudulent, dishonest or misleading;
 - 4.2.2. is unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable or breaches any applicable laws;
 - 4.2.3. encourages conduct that constitutes a criminal offence, gives rise to civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - 4.2.4. infringes the copyright or other rights of any third party; or
 - 4.2.5. is technically harmful (including, without limitation, computer viruses or other malicious software or harmful data).
- 4.3. By submitting User Content to the Service you are granting OSS Enterprise a royalty-free, non-exclusive, perpetual, Worldwide licence to use, reproduce, modify, translate, make available and distribute the User Content on or through the Service for the purpose of operating the Service and providing the Service to you and other Users.

5. **Warranties**

- 5.1. If you have opted for a Free Subscription to use the Service, the Services is made available to you free of charge on an "AS IS" basis and, to the maximum extent permitted by law, OSS Enterprise disclaims all express or implied warranties, including but not limited to implied warranties of satisfactory quality, fitness for a particular purposes and non-infringement.
- 5.2. If you have opted for a Paid Subscription, OSS Enterprise warrants that: (i) it has the right to make the Service available to you under these terms and conditions; and (ii) it will use reasonable skill and care in making the Service available to you and in ensuring its availability during your Paid Subscription; and (iii) the Service when properly used will conform in all material respects with any description of the Service published by OSS Enterprise on its Website from time to time.

5.3. Because of the nature of the Internet and software, errors and omissions do occur. Accordingly, save as provided in clause 5.2, OSS Enterprise does not give any other warranties in respect of the Service or its availability. In particular, OSS Enterprise makes no warranty that your use of the Service will be uninterrupted or error free or that the Service is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this agreement to the extent that they may be excluded as a matter of law.

6. **Limitation of Liability**

6.1. OSS Enterprise will use its reasonable endeavours to remedy faults in the Service, or any breach of the warranties given at clause 5.2 above, which are reported to it during your Subscription. If OSS Enterprise is in breach of these terms and conditions and/ or its Agreement with you, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to any Subscription Fees paid in relation to your use of the Service for the relevant subscription period. Where you have opted for a Free Subscription, your only remedy will be to terminate your use of the Service.

6.2. OSS Enterprise, will not be liable for any business losses such as lost data, lost profits or business interruption arising from your use or inability to use the Service or from any action taken (or refrained from being taken) as a result of using the Service.

6.3. Notwithstanding the above provisions of this clause 6, nothing in these terms and conditions shall limit or exclude OSS Enterprise's liability for fraud, or for death or personal injury caused by the OSS Enterprise's negligence, or for any other liability which may not be limited or excluded as a matter of applicable law.

7. **Privacy Policy and Data Protection**

7.1. Personal information that you provide about yourself or your employees, which you upload to the Service will be used by OSS Enterprise in accordance with its [Privacy Policy](#). Please read the Privacy Policy carefully and if you have any questions please email admin@fortressdb.com.

7.2. If you upload any personal data concerning third parties to the Service or store any personal data concerning third parties in a FortressDB Database, or otherwise transmit or process any personal data concerning third parties via the Service, you must ensure that you have obtained all necessary consents and permissions and taken all other action necessary to ensure that such processing of personal data is compliant with all applicable laws concerning privacy and data protection. You agree to indemnify us and hold us harmless in respect of any claim or loss, damage or expenses we may incur or suffer as a consequence of any breach of this clause.

7.3. In the event that you upload any third party personal data to the Service, or store any third party personal data in a FortressDB Database, or otherwise process any third party personal data using the Service, then to the extent that OSS Enterprise processes that personal data (as defined in ANNEX 2) on your behalf in providing the Service, we each agree to comply with the provisions of ANNEX 2 with respect to that personal data.

8. **Term and Termination**

8.1. Unless otherwise stated, all Subscriptions will commence on the date that OSS Enterprise accepts your registration and will continue indefinitely thereafter until terminated in accordance with this clause 8.

- 8.2. If you have opted for a Free Subscription you may terminate your Subscription for convenience at any time by emailing us at **admin@fortressdb.com**.
- 8.3. If you have purchased a Paid Subscription you may terminate your Subscription for convenience at any time by giving us not less than fourteen (14) days notice in writing. However, in these circumstances, you will not be entitled to receive a refund of any Subscription Fees you have already paid prior to the end of your Subscription.
- 8.4. OSS Enterprise may terminate your Subscription and your access to the Service at any time by written notice if: (i) you have failed to pay any Subscription Fees due in respect of your Subscription by the due date for payment; or (ii) you are otherwise in material breach of these terms and conditions and/ or your Agreement with OSS Enterprise and the breach is not remedied within the period of fourteen (14) days after written notice of the breach has been given to you.
- 8.5. OSS Enterprise may suspend your access to the Service at any time with immediate effect, if it reasonably believes you are in breach of clause 4.
- 8.6. OSS Enterprise may discontinue the Service at any time by giving you not less than thirty (30) days notice in writing. In this situation, Free Subscriptions will come to any end after thirty (30) days (or such later date as OSS Enterprise may specify) and Paid Subscriptions will cease on the date that the next Subscription Fee due in respect of your Subscription is due for payment (or such later date as OSS Enterprise may specify).
- 8.7. You may terminate this Agreement and receive a pro-rata refund of any Subscription Fees you have paid, if OSS Enterprise is in material breach of these terms and conditions and/ or its Agreement with you and the breach is not remedied within the period of fourteen (14) days after written notice of the breach has been given to OSS Enterprise.
- 8.8. Following termination of your Subscription for any reason you will no longer be able to access or use the Service and any Mind Doodles you have created.

9. **Notices**

- 9.1. All notices shall be given to OSS Enterprise via email at **admin@fortressdb.com** or by post at Tudor House, 16 Cathedral Road, Cardiff, United Kingdom, CF11 9LJ; or to you at either the email or postal address you provide when you register with us for your Subscription.
- 9.2. Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

10. **General**

- 10.1. OSS Enterprise may transfer and/or assign its rights and/or obligations under its Agreement with you. This will not affect your rights under that Agreement. You may not transfer any of your rights or obligations under your Agreement with OSS Enterprise without first obtaining the consent of OSS Enterprise.
- 10.2. Nothing in these terms and conditions and/ or our Agreement with you shall confer your rights on any other person.
- 10.3. If you breach these terms and conditions and/ or your Agreement with OSS Enterprise and OSS Enterprise ignore this, OSS Enterprise will still be entitled to use its rights and remedies

at a later date or in any other situation where you breach these terms and conditions and/ or your Agreement with OSS Enterprise.

- 10.4. These terms and conditions, together with your registration form, the Privacy Policy, any other documents referred to in these terms and conditions and any other legal terms and notices we may publish on the Service from time to time (collectively the "**Agreement**"), represents the entire agreement between the parties in relation to its subject matter and may be amended only by our agreement in writing.
- 10.5. The Agreement shall be governed by English law. We will try to solve any disagreements quickly and efficiently. If either of us want to take court proceedings in relation to this Agreement we agree that the courts of England and Wales shall have non-exclusive jurisdiction to handle those proceedings.
- 10.6. We may amend or update the terms and conditions governing use of the Service at any time by giving you not less than thirty (30) days notice in writing. If you have opted for a Free Subscription your Agreement with us will be governed by the terms and conditions in force when you first registered with us, or which we last notified to you in writing in accordance with this clause (whichever was the most recent). If you have opted for a Paid Subscription, your Agreement with OSS Enterprise will be governed by the terms and conditions published on the Service when your Subscription started, or which were in force on the date that you last made payment of any Subscription Fees due in respect of your Subscription.
- 10.7. These terms and conditions were last updated on **10th June 2020**.

ANNEX 1

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To: OSS Enterprise Limited, St Brandon's House, 29 Great George Street, Bristol, United Kingdom, BS1 5QT

I/ We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following services,

Ordered on,

Name of Consumer(s),

Address of Consumer(s),

Signature of Consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate

ANNEX 2

DATA PROTECTION ADDENDUM

This Data Protection Addendum shall apply where the Customer (as defined below) uploads to the Service or stores in any FortressDB Database or otherwise uses the Service to process, Customer Personal Data (as defined below) and OSS Enterprise processes that Customer Personal Data on the Customer's behalf in providing the Service:

1. **Definitions**

1.1. In this Data Protection Addendum terms defined in the FortressDB Terms and Conditions shall have the meaning given there, and the following terms shall have the following meanings:

1.1.1. **"Customer"**: means the person, firm or company or other organisation who has subscribed to use OSS Enterprise's Service;

1.1.2. **"Customer Personal Data"**: means personal data inputted by the Customer (or its personnel) into the Service, or stored in any FortressDB Database, or otherwise processed by the Customer using the Service;

1.1.3. **"Data Protection Legislation"**: means: (i) the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"); and (ii) the UK Data Protection Act 2018; (iii) any successor legislation to the GDPR and/or the UK Data Protection Act 2018 from time to time in force; and (iv) any other applicable EU or UK legislation in force from time to time relating to privacy and data protection;

1.1.4. **"personal data", "data controller", "data processor", "process", "data subject"** and any equivalent terms shall have the meaning given in Data Protection Legislation.

2. **Obligations of the Parties**

2.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Data Protection Addendum is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2.2. The parties acknowledge that:

2.2.1. if OSS Enterprise processes any Customer Personal Data on the Customer's behalf when performing its obligations under its Agreement with the Customer, the Customer is the data controller and OSS Enterprise is the data processor for the purposes of the Data Protection Legislation;

2.2.2. Section 3 below sets out the scope, nature and purpose of processing by OSS Enterprise, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation) and categories of data subject;

2.2.3. the personal data may be transferred or stored outside the UK/ EEA or the country where the Customer is located in order to provide the Service and OSS Enterprise's other obligations under the Agreement between the parties.

2.3. Without prejudice to the generality of Paragraph 2.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the

Customer Personal Data to OSS Enterprise for the duration and purposes of the Agreement between the parties so that OSS Enterprise may lawfully use, process and transfer the Customer Personal Data in accordance with the Agreement on the Customer's behalf.

- 2.4. Without prejudice to the generality of Paragraph 2.1, OSS Enterprise shall, in relation to any Customer Personal Data processed in connection with the performance by OSS Enterprise of its obligations under its Agreement with the Customer:
 - 2.4.1. process that Customer Personal Data only on the written instructions of the Customer unless OSS Enterprise is required by the laws of the UK or any member of the European Union or by the laws of the European Union applicable to OSS Enterprise to process Personal Data ("**Applicable Laws**"). Where OSS Enterprise is relying on laws of the UK or a member of the European Union or European Union law as the basis for processing Personal Data, OSS Enterprise shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit OSS Enterprise from so notifying the Customer;
 - 2.4.2. not transfer any Personal Data outside of the UK or European Economic Area (EEA) unless the following conditions are fulfilled: (i) the Customer or OSS Enterprise has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) OSS Enterprise complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) OSS Enterprise complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 2.4.3. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 2.4.4. notify the Customer without undue delay on becoming aware of a personal data breach;
 - 2.4.5. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement between the parties unless required by Applicable Law to store the Customer Personal Data; and
 - 2.4.6. maintain complete and accurate records and information to demonstrate its compliance with this Data Protection Addendum.
- 2.5. Each party shall ensure that it has in place appropriate technical and organisational measures, (where applicable) reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

- 2.6. The Customer consents to OSS Enterprise appointing third-party processors of Customer Personal Data from time to time, as further detailed in OSS Enterprise's [Privacy Policy](#) from time to time in force. The Supplier confirms that it has entered or (as the case may be) will enter with such third-party processors written agreements incorporating terms which are similar to those set out in this Data Protection Addendum. As between the Customer and OSS Enterprise, OSS Enterprise shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

3. **Processing, Personal Data and Data Subjects**

- 3.1. This Section details, in respect of Customer Personal Data which may be processed under the Agreement between the parties, the scope, nature and purpose of processing by OSS Enterprise, the duration of the processing and the types of personal data and categories of data subject

3.1.1. **Processing by OSS Enterprise:** OSS Enterprise may process Customer Personal Data which the Customer uploads or inputs into the Service, or stores in a FortressDB Database, or otherwise processes using the Service, for the sole purpose of making the Service available to the Customer;

3.1.2. **Purpose of Processing:** OSS Enterprise shall process the Customer Personal Data as may be required for the purpose of providing the Service to the Customer and enabling the Customer to use the Service;

3.1.3. **Duration of the Processing;** The processing shall continue only for so long as the Agreement between the parties remains in force and the Service is being made available for use by the Customer;

3.1.4. **Types of Personal Data:** The types of personal data being processed shall be such types of personal data as the Customer may choose from time to time to process using the Service; and

3.1.5. **Categories of Data Subject:** The categories of data subject shall be such categories of data subject whose personal data the Customer may choose from time to time to process using the Service.

4. **Amendments and Updates to this Addendum**

- 4.1. OSS Enterprise may by notice in writing to the Customer from time to time amend and update this Data Protection Addendum, where OSS Enterprise determines (in its reasonable discretion) that this is necessary or desirable to ensure continued compliance with applicable laws (including applicable Data Protection Legislation).

- 4.2. Without limitation to the generality of clause 4.1 above it is acknowledged and agreed that OSS Enterprise shall be entitled amend and update this Data Protection Addendum, where it reasonably determines that this is necessary to ensure continued compliance with applicable laws (including Data Protection Legislation) in light of, or as a consequence of, the UK leaving the EU (Brexit).

- 4.3. This Data Protection Addendum was last updated on **10th June 2020**.