



AGREEMENT BETWEEN YOU AND THE BUBBLEGATE COMPANY LIMITED T/A QUNOTE

The Bubblegate Company Limited is the owner of the Qunote Case Management online system (www.qunote.com and www.qunote.co.uk). These Terms and Conditions govern the use of those websites and constitute a legal agreement between you and The Bubblegate Company Limited ('Bubblegate', (Bubblegate Ltd', 'We', 'Us'). You must accept without modification all of the terms, conditions, and notices contained in these Terms & Conditions in order to access and use the services that Bubblegate provides by its online Qunote service. If you do not accept these Terms & Conditions in their entirety, you may not access or use the services.

Bubblegate provides internet-based Case Management software known as Qunote. These are the Terms and Conditions for use of that software and the Internet services provided on Qunote. By purchasing services from Qunote, You (the subscriber) agree to abide by these Terms and Conditions.

Qunote reserves the right to suspend or cancel any customer's access to any or all services provided by Qunote when if we decide, in our absolute discretion, that the account has been inappropriately used or otherwise.

MODIFICATION OF THESE TERMS OF USE

Qunote may wish to update or change the terms, conditions and notices for the service provided from time-to-time to reflect changes in the service, changes in the laws affecting the services, or for some other good reason. Qunote reserves the right to make these changes and You are responsible for regularly reviewing these Terms, Conditions and Notices. Continued access to, or use of the services provided by Qunote after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve Qunote's service shall be subject to the Terms & Conditions, as modified from time to time.

QUNOTE'S RIGHT TO USE FEEDBACK OR SUGGESTIONS YOU SUBMIT

Qunote encourages feedback and suggestions on the services we provide so that we can continually improve the services for You and other customers. When you submit feedback and suggestions, Qunote will have full rights to use your feedback and suggestions without any encumbrances. By submitting any feedback or suggestions to Qunote concerning the services we provide, you warrant and represent that you own or otherwise control the rights necessary to do so and you are granting Qunote and its affiliated companies permission to: use, modify, copy, distribute, transmit, publicly display, publicly perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell any such feedback or suggestions; and sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the feedback or suggestions.

These grants include the right to exploit any proprietary rights in such feedback or suggestions, including rights under copyright, trademark, service mark or patent laws in any relevant jurisdiction. No compensation will be paid with respect to use by Qunote of the materials contained within such feedback or suggestions. Qunote is under no obligation to post or use any materials you may provide and may remove such materials at any time at our sole discretion.

LAWFUL USE

Users are required to register as individuals and will be assigned to an account holder, who will be our customer, and responsible for paying our fees. Access to the software is for registered individuals only and registrants are not permitted to resell, store or give away the services of their account to other parties even if it was for free or non-profitable.

You are responsible for conforming to all the laws of the United Kingdom regarding the Internet and electronic communication. You must respect the intellectual property and copyrights of resources provided by others on the net. You may not participate in any illegal activities while using your



account. You must obey the laws of the United Kingdom, and other countries that you communicate with over the net. We cannot and do not monitor or control traffic content to/from our service. You are responsible for keeping your activities legal, and for censoring yourself and colleagues. Subscribers are not permitted to post any material that is illegal, libelous, tortious, or likely to result in retaliation against Qunote. Should the posted material fall into this category, we reserve the right to immediately refuse or terminate service.

Qunote does not allow any of the following content to be stored on any of its servers:

- Illegal Material - This includes copyrighted works, commercial audio, video, or music files and any material in violation of any United Kingdom law.
- Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of 'adult material' is left entirely to the discretion of Qunote
- Copyrighted works distributed without fees or royalties in violation of copyright law, including pirated software, ROMS, emulators, freeking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide 'links to' or 'how to' information about such material.

Qunote will have the right to terminate any account that contains any of the above-mentioned contents without any warning and without refunding any payments.

DATA PROTECTION

You agree to allow Qunote to collect and process data and information regarding the use of the service and to use this information for the purposes of marketing Qunote's services or for any other purpose connected with the Agreement. Qunote will provide You, on request, with details of all such information held by Qunote, and will modify any information that You advise is incorrect.

Subject to and in accordance with relevant data protection legislation, You hereby consent to allow Qunote to collect data regarding use of the Services and to provide such data to any governmental or regulatory body for the purpose of Qunote's compliance with any applicable laws and regulations.

Each party shall for the duration of any Agreement governed by these Terms and Conditions comply with the provisions of the Data Protection Act 1998, (including the data protection principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.

Qunote has the right to communicate with the Client regularly via, but not limited to, electronic means and Qunote may, from time to time, send Client information relating to the services of other companies that We feel may be of interest to You. If You do not want to receive such information, You may inform Us in writing.

Qunote has the right to deny Customer Support to You if You are unable to provide the necessary authorisation to request that changes be made on the account.

SERVER RESOURCES

High bandwidth usage: Qunote maintains very large ratios of bandwidth and disk space per customer. In rare cases, Qunote may find a customer to be using server resources (bandwidth, disk space and/or processor use) to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, Qunote reserves the right, at its sole discretion) to levy additional charges or in extreme circumstances suspend that site.

DATA AND BACKUP



Qunote maintains its servers in a secure data centre in the United Kingdom and provides a daily back-up to a separate bank of servers. Data is retained for seven days however Qunote are not liable for any loss of data which may adversely affect your business. Qunote will, on termination of our agreement by either party, and provided that all fees have been paid, provide for you to download your data, however, you agree that Qunote has the right to delete all data, files, or other information that is stored on our servers upon termination of services, or cancellation of account due to non-payment or breaking of any of these terms by subscriber.

SECURITY

The services provided by Qunote are both secure and robust, but we make no warranties about this security. It is your responsibility to ensure that users keep passwords and login information secure and in particular that users do not share any such information. Should Qunote's systems suffer a breach of security we cannot be held responsible.

HOLD HARMLESS

Subscribers will indemnify and hold Qunote harmless (including officers, employees, agents, and partners) of any and all claims, costs, expenses or liability resulting from any damage to the Subscriber's business, service, equipment, network, operations, or reputation resulting from Qunote's actions. Indemnification includes, but is not limited to, any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

PAYMENT POLICY

Qunote reserves the right to change prices of accounts or services at any time and undertakes to give not less than three month's notice of any such change with the exception government charges such as tax which can change out of the control of Qunote.

Qunote reserves the right to suspend its services until an outstanding debt is cleared. You are responsible for all money owed on the account from the time it was established to the time that the account is cancelled. In the event that You do not use the online system during a month, you will not be charged for that period.

All Charges are exclusive of VAT and any other applicable purchase tax, import, and all other duties.

Any failure by You to pay any fees due under these Terms and Conditions on the date specified shall be deemed to be a 'material breach' of these Terms and Conditions.

CANCELLATION AND REFUNDS

Qunote reserves the right to cancel the service at any time. Customer refund requests will be processed in the cases of service non-performance that might be caused by Qunote. Refund requests will be refused if requested for any cause that is out of Qunote's control.

Should you wish to cancel your account with Qunote you must contact us by email or by telephone. On requesting a cancellation we will reply with confirmation that your cancellation request has been actioned. Cancellation will take effect from the end of the month during which the notice was received. After this date, if you add further data to the site You will incur further charges and it will have the effect of cancelling your notice of cancellation. You will have three further months if from the date that your cancellation comes into effect in which to download your data and your clients' data.

INDEMNIFICATION

You agree that you shall defend, indemnify, save and hold Qunote and The Bubblegate Company Limited harmless from any and all demands, liabilities, losses, costs and claims, including reasonable



professional fees asserted against Qunote or The Bubblegate Company Limited, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Qunote, its agents, employees or assigns. You agree to defend, indemnify and hold harmless Qunote against liabilities arising out of:

- any injury to person or property caused by any services sold or otherwise provided in connection with Qunote's server.
- any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party.
- copyright infringement.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement if performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within ten (10) business days of such event or occurrence.

DISCLAIMER

The Bubblegate Company Limited and Qunote will not be responsible for any damages your business may suffer, and makes no warranties of any kind, expressed or implied for services we provide. Qunote disclaims any warrantor merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Qunote and its employees.

The Bubblegate Company Limited T/A Qunote

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