



# MASTER SUBSCRIPTION AGREEMENT

## Revision History

Version	Author	Reason for change	Date
1.0	F. Lusson	Creation	13/11/2017

This agreement is limited to the use of AceBOOK, which is part of a legally registered limited company and operates under the name WebAware Ltd.  
AceBOOK TERMS OF USE:

BY COMPLETING THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF AceBOOK ONLINE SERVICE (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT COMPLETE THIS SIGNUP PROCESS AND SHOULD LEAVE THIS SIGNUP PROCESS IMMEDIATELY.

Welcome

As part of the Service, AceBOOK will provide you with use of the Service, including a browser interface, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the AceBOOK website incorporated by reference herein, including but not limited to AceBOOK's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

The service is only offered online and through the AceBOOK website.



## **1. Privacy & Security; Disclosure**

AceBOOK's privacy and security policies may be viewed at <https://www.myacebook.net/privacy.php>. AceBOOK reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. After a material policy change, users of the service will be notified after they login and will be asked to acknowledge that they understand the changes. By joining AceBOOK, you agree to opt-in to occasional informational e-mails from AceBOOK. At any time, you may opt out of receiving such communications by contacting AceBOOK through the contact details provided at the website. As the service is hosted by AceBOOK, matters deemed to be important to the operation or availability of accounts, such as notices of routine server maintenance, will still be sent via e-mail to individuals regardless of if they choose to opt out of informational e-mails.

## **2. License Grant & Restrictions**

AceBOOK hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by AceBOOK and its licensors.

You shall not (i) sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) reverse engineer or access the Service in order to (a) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Accounts may not be transferred to another individual.

You may use the Service only for your own purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

## **3. Your Responsibilities**

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify AceBOOK immediately of any unauthorized



use of any password or account or any other known or suspected breach of security; (ii) report to AceBOOK immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another AceBOOK user or provide false identity information to gain access to or use the Service.

## **4. Account Information and Data**

AceBOOK collects and records data from each user of the service ("Customer Data"). AceBOOK will make, upon request in writing, data related to your use of the system (such as your match history) available through the web interface. You, not AceBOOK, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of Customer Data that you input in to the service and AceBOOK shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), AceBOOK will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You will be expected to pay any reasonable costs associated with obtaining and exporting this data, should you request a copy. AceBOOK reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and AceBOOK shall have no obligation to maintain or forward any Customer Data.

## **5. Intellectual Property Ownership**

AceBOOK alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the AceBOOK technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. AceBOOK does integrate with several third party services and other ranking systems. AceBOOK generally views this data as in the public domain and then has the right to incorporate that information in to its service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the AceBOOK technology or the Intellectual Property Rights owned by AceBOOK. The AceBOOK name, the AceBOOK logo, and the product names associated with the Service are the sole property of WebAware Ltd unless due credit is given and unless given in writing, may not be used by any third party.

## **6. Third Party Interactions**

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such



activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. AceBOOK shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. AceBOOK does not endorse any sites on the Internet that are linked through the Service. AceBOOK provides these links to you only as a matter of convenience, and in no event shall AceBOOK or its licensors be responsible for any content, products, or other materials on or available from such sites. AceBOOK provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

## **7. Charges and Payment of Fees**

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be clearly detailed during the ordering process, including any free trial period. You are responsible for paying for all fees relating to the account, regardless of whether it is actively used or not. AceBOOK reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

Upon choosing to upgrade your AceBOOK account, you are provided with a free trial. This includes access to all AceBOOK features, unless specified otherwise. To maintain your account beyond this trial period, you must keep your account in good standing. Accounts that do not provide valid payment information or fall out of good standing will be suspended and eventually purged.

## **8. Charges for Membership Payment Services**

AceBOOK provides certain clubs and organizations with membership billing services, whereby you may submit your payments to these clubs or organizations through AceBOOK's platform. If a dispute arises relating to a payment, you may contact AceBOOK at [support@myfacebook.net](mailto:support@myfacebook.net) and we will assist you in resolving your dispute.

## **9. Refund Policy**

AceBOOK does not offer refunds, except under the following situations:



1. If the refund request is in writing, is sent within 24 hours of the charge and is accompanied with a full cancellation request for the associated account. In these situations, the refund request will be considered.

2. If there is a billing error.

Refunds relating to club or organization membership payments (if applicable) are determined by your membership agreement with that association. Should you need our assistance, please contact us at support@myacebook.net.

## **10. Data Storage Costs**

The fee charged for access to the service covers all data storage.

## **11. Billing and Renewal**

AceBOOK charges and collects in advance for use of the Service. AceBOOK accounts automatically renew. The renewal charge will be dependent upon: i) the length of renewal chosen; ii) the fees charged for the service at the time of renewal. AceBOOK makes no guarantee to keep prices consistent with the price at the time of signup. Fees for other services will be charged on an as-quoted basis.

You agree to provide AceBOOK with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, AceBOOK reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless AceBOOK in its discretion determines otherwise users will be charged in euro.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## **12. Non-Payment and Suspension**

In addition to any other rights granted to AceBOOK herein, AceBOOK reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). You will continue to be charged for the service during any period of suspension. If you or AceBOOK initiates termination of this Agreement, you will be obligated to pay the balance



due on your account computed in accordance with the Charges and Payment of Fees section above.

You agree and acknowledge that AceBOOK has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent, including your web address which will become available for any other user to use.

### **13. Termination upon Expiration/Reduction in Number of Licenses**

This Agreement commences on the Effective Date. The initial term is selectable by you during the ordering process. Upon the expiration of the Initial Term, this agreement will terminate unless the account is renewed, in which case the agreement will renew for the period selected in the renewal process. Accounts, in almost all cases, will automatically renew for a period equal to the previous term. You agree and acknowledge that AceBOOK has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

### **14. Termination for Cause**

Any breach of your payment obligations or unauthorized use of the AceBOOK technology or Service will be deemed a material breach of this Agreement. AceBOOK, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that AceBOOK has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

### **15. Representations & Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. AceBOOK represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online AceBOOK help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

### **16. Mutual Indemnification**





You shall indemnify and hold AceBOOK, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that AceBOOK (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defence and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release AceBOOK of all liability and such settlement does not affect AceBOOK's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

AceBOOK shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by AceBOOK of its representations or warranties; or (iii) a claim arising from breach of this Agreement by AceBOOK; provided that you (a) promptly give written notice of the claim to AceBOOK; (b) give AceBOOK sole control of the defence and settlement of the claim (provided that AceBOOK may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to AceBOOK all available information and assistance; and (d) have not compromised or settled such claim. AceBOOK shall have no indemnification obligation, and you shall indemnify AceBOOK pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

## **17. Disclaimer of Warranties**

AceBOOK AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. AceBOOK AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE



SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY AceBOOK AND ITS LICENSORS.

## **18. Internet Delays**

AceBOOK'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AceBOOK IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## **19. Backups**

AceBOOK agrees to backup account information daily, so that in the event of an emergency or server hard-disk failure, data may be recovered. AceBOOK is not responsible for the information contained on your site and will not, under any circumstances, retrieve account data stored on a backup device in the event that you delete or lose the information. You agree and acknowledge that information contained on a backup will not necessarily be current and may require some changes after being restored. You agree to take full responsibility for the content on your site, and its accuracy.

## **20. Web Address**

AceBOOK remains the sole owner of all domains and subdomains related to this service. That includes subdomains assigned to accounts. AceBOOK will provide a web address to the account holder that will only remain available to that account conditioned upon the account being paid in full. Should the account ever fall past due, AceBOOK reserves the right to offer the web address associated with that account to any other user.

## **21. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC





ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **22. Additional Rights**

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## **23. Local laws**

AceBOOK and its licensors make no representation that the Service is appropriate or available for use in other locations outside of the European Union. If you use the Service from outside the United States of America, Australia and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Australian or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects.

## **24. Notice**

AceBOOK may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in AceBOOK's account information, or by written communication sent by first class mail or pre-paid post to your address on record in AceBOOK's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to AceBOOK (such notice shall be deemed given when received by AceBOOK) at any time by email.

## **25. Modification to Terms**

AceBOOK reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.



## 26. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of AceBOOK but may be assigned without your consent by AceBOOK to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of AceBOOK directly or indirectly owning or controlling 50% or more of you shall entitle AceBOOK to terminate this Agreement for cause immediately upon written notice.

## 27. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the AceBOOK website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by AceBOOK from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted; "Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is biannual, the Initial Term is the first six months); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "AceBOOK" means collectively the service offered through this site. AceBOOK is not a registered business name associated with HNW Solutions. "AceBOOK



"Technology" means all of AceBOOK's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by AceBOOK in providing the Service; "Service(s)" means the specific AceBOOK tool identified during the ordering process, developed, operated, and maintained by AceBOOK, accessible via <http://www.AceBOOK.com> or another designated web site or IP address, or ancillary services rendered to you by AceBOOK, to which you are being granted access under this Agreement, including the AceBOOK technology and the Content; "User(s)" means you, your employees, representatives, consultants, contractors or agents who are authorized to use your account.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please email [support@myacebook.net](mailto:support@myacebook.net).