



TERMS & CONDITIONS

By using MindaClient you are agreeing to be bound by the following terms and conditions.

MindaClient reserve the right to update and change these Terms and Conditions from time to time without notice. The latest version will always be displayed on our website www.mindaclient.com

MindaClient is a trading name of DKI Limited and any reference to MindaClient in this document shall be construed as referring to DKI Limited.

1. SETTING UP AND USING YOUR ACCOUNT

1.1 REGISTRATION TERMS

To register and use the Service, you must provide

- your full legal name
- a valid email address
- contact mobile number
- promptly pay all charges and monthly fees due in order to access and continue to use the Service;

You are responsible at all times for maintaining the security of your account and password.

MindaClient cannot and will not be liable for any loss or damage from your failure to comply with this security obligation; and for all content posted and activity that occurs under your account.

Any content you enter into your MindaClient account shall comply fully with the laws of defamation of the Republic of Ireland where MindaClient is headquartered.

1.2 MODIFICATIONS TO THE SERVICE AND PRICES

MindaClient reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, as are displayed at this Site or otherwise notified to you from time to time are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to this Site or the Service itself.

MindaClient shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

1.3 PAYMENT AND REFUNDS TERMS

A valid credit card or a signed SEPA Direct Debit Mandate Form is required for paying accounts.

The Service is billed to you in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of Service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

There is a charge for set up of MindaClient. This charge is non-refundable.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Vat will not be chargeable within the European Union apart from the Republic of Ireland provided a valid Vat registration number is supplied.

1.4 CANCELLATION AND TERMINATION OF YOUR ACCOUNT

Subject to these Terms of Service, termination of your agreement must be submitted in writing and one month's notice is required. You are solely responsible for properly cancelling your account. A phone request to cancel your account is not considered cancellation.

Your account will continue and monthly subscription fees and charges will continue to accrue until such time as your account is cancelled or terminated in accordance with these Terms of Services.

Upon cancellation of your service, you will be given the option of having your client data returned to you before it is destroyed. If you decline this offer your content will be immediately deleted. This content cannot be recovered once it is deleted. If you opt to have your data returned, upon receipt of payment of €100.00 & vat your content will be extracted and it will be forwarded to you in an encrypted file. It will then be destroyed permanently from our server.

MindaClient may terminate your account at any time upon notice should you violate these Terms of Service or otherwise fail to comply with your obligations hereunder. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any MindaClient customer, client, employee, member, or officer will result in immediate account termination.

2. CONTENT, OWNERSHIP AND PROHIBITED USES

2.1 OUR CONTENT.

You expressly acknowledge that the Site, the Software and the Service developed by MindaClient each contain content protected by copyright, trade marks, trade secrets, patents, designs or other proprietary and intellectual property rights (the "IPR"), and that these IPRs are valid and protected in all forms, media and technologies existing now or developed later and that all right, title and interest in and to the Materials, the Site, the Software, the Service and all IPR therein are and shall remain the exclusive property of MindaClient.

2.2 GRANT OF LICENCE.

Upon registration and during the continuance in force of your account, MindaClient shall and hereby grants you a non-exclusive, royalty-free, non-transferrable, revocable licence under the IPR in the Software and the Service to use the Software and/or the Service for your own purposes only, subject to these Terms of Service.

2.3 NO IMPLIED LICENCE.

Except as explicitly granted in these Terms of Service, no licence, immunity, or other right is granted or assigned under these Terms of Service, either directly or indirectly, by implication, estoppel or otherwise, to you with respect to any IPR of MindaClient.

2.4 PROHIBITED USES. You will not at any time:

copy, licence, distribute, sell or otherwise market the Software, or authorise any third party to do any of the foregoing;

reverse engineer or decompile the Software or any IPR in the Software, except and only to the extent authorised by applicable law;

remove any patent numbers, copyright notices or other notices from the Software, the Service and/or the Site;

use the Software, the Service and/or the Site, or any part thereof, for any purpose or do any act which would or might infringe the Novus Via IPR;

use the Software, the Service and/or the Site, or any part thereof, to create, publish, post, upload, transmit, disseminate or endorse any message, data, information, text, name, software, graphics, files materials or other content that is unlawful, libellous, defamatory, profane, obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights or for any other unlawful purpose;

transmit any worms or viruses or any code of a destructive nature when using or otherwise in connection with the Service, the Software and/or the Site; or.

modify, adapt or hack into the Service or modify another website or service so as to falsely imply that it is associated in any way with the Service, MindaClient or any other MindaClient service.

2.5 YOUR CONTENT.

Your content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your content may cause to you or other people, companies or organisations. We claim no intellectual property rights over the new material you independently create and provide to the Service. Your profile and materials uploaded remain yours. You will use the Software and/or the Service and exercise your rights under these Terms of Service in accordance with all applicable laws (including without limitation copyright laws).

2.6 MONITORING AND ALTERING CONTENT.

MindaClient does not pre-screen content, but we reserve the right in our sole and absolute discretion to screen and/or remove or edit without notice any content posted or stored on the Site that is objectionable to us for any reason (or to appoint a third party to do any of the foregoing), and we may do this at any time. You are solely responsible for maintaining copies of and replacing any content you post or store on the Site.

2.8 SPAMMING.

MindaClient provides a facility that enables users to send bulk email messages and bulk text messages to others. Users agree that they will not use this facility to send unsolicited, indiscriminate messages that would be considered spam, whether or not for a commercial purposes.

All communication through MindaClient whether through SMS, Email or any other means is the sole responsibility of the Users.

2.8 THIRD PARTY MATERIAL.

To the extent the Site, the Software and/or the Materials include or refer to any third party materials, the ownership of such third party materials shall be vested in the third party(s) concerned. MindaClient is in no way responsible for the content, accuracy or reliability of any such third party materials.

3. GENERAL CONDITIONS

3.1 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Your use of the Service and the Software is at your sole risk. The Service and the Software is provided on an "as is" and "as available" basis.

MindaClient does not warrant that (i) the Service and/or the Software will meet your specific requirements, (ii) the Service and/or the Software will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service and/or the Software will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service and/or the Software will meet your expectations, and (v) any errors in the Service and/or the Software will be corrected.

You expressly acknowledge and agree that MindaClient shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if MindaClient has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service, the Software and/or the Site; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your

transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the Service, the Software and/or the Site.

3.2 TECHNICAL SUPPORT AND HOSTING

Technical support is only provided during the trial period and to paying account holders. Support is available through the support & feedback options available in the MindaClient system.

3.3 MARKETING

Unless otherwise expressed to us in writing we reserve the right to use your name and logo in general promotion for MindaClient, including on our website and on social media.

3.4 OTHER

We respect your right to privacy and will not collect any personal information about you on this Site without your permission. We do not share your personal information, unless required by law or court order. For more information about our privacy practices, please refer to our Privacy Policy.

The failure of MindaClient to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and MindaClient and govern your use of the Service, superseding any prior agreements between you and MindaClient (including, but not limited to, any prior versions of the Terms of Service).

These Terms of Service are governed by the laws of the Republic of Ireland.

3.5 CONTACT US

Questions about the Terms of Service should be sent to DKI Limited T/A MindaClient, Business Centre, 11 Patrick Street, Kilkenny, Ireland. MindaClient is a registered business name of DKI Limited. You can also contact us at support@mindaclient.com