

## Platform Terms of Service – KMsoft

### About these terms (“Terms”)

KMsoft Limited (“**KMsoft/we/us**”) provides customers with asset tracking and inventory management services (“**StockAssist Services**”).

We have developed a platform you can access through our webapp at StockAssist.co.uk or our mobile app (“**Platform**”) for us to provide the StockAssist Services (“**Platform Services**”).

These Terms set out the terms and conditions of your use of the Platform when we provide you with the Platform Services. By registering or logging in to use the Platform Services, you are entering into a legally binding agreement with us based on these Terms, including (if applicable) our software as a service agreement with you (“**Service Agreement**”) and the terms of our privacy policy (“**Privacy Policy**”, together with these Terms and the Service Agreement, the “**Agreement**”). If you do not agree to these Terms, then you must refrain from using the Platform Services or we may otherwise refuse to provide the Platform Services to you.

We reserve the right to amend these Terms from time to time and will email to alert you to our new terms or notify you of the change via the Platform. Your continued use of the Platform Services will be deemed to be acceptance of any new terms.

### Who we are

KMsoft Limited is a limited liability company incorporated in Scotland. Our company number is SC504562, and our registered office is at Unit 14, Alpha Centre, Stirling University Innovation Park, Stirling, Scotland, FK9 4NF.

### About the Platform Services

The Platform allows us to provide the Platform Services.

The Platform is for Users only. A User is an individual, business or organization, including their employees, agents or contractors, who registers to use the Platform for the Platform Services.

### Your obligations

You must comply with the terms of the Agreement as set out in these Terms.

- In order to qualify to use the Platform Services you must meet the following criteria, and accordingly you warrant that you are over 18; have full authority to enter in this Agreement; are not currently restricted from using the Platform Services; shall not infringe our rights, including intellectual property rights we may have in the Platform;
- You shall keep your password secure for use of the Platform Services and not permit others to use the account which is created to access the Platform (“**Account**”). You are responsible for anything that happens through your Account until it is closed down unless the account security has been compromised through no fault of your own. If you discover any unauthorised use of your Account you must promptly let us know. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. You must not allow other persons to use your Account.
- You shall provide KMsoft with all relevant and accurate information in order to provide the Platform Services in accordance with the Agreement.
- You must comply with our Acceptable Use policy as set out below.
- You agree to indemnify us against all damages, losses and costs which we incur due to your failure to comply with this Agreement.

### Acceptable Use

- You shall not store or transmit any material during the use of the Platform that is unlawful, dishonest, threatening, defamatory, obscene, discriminatory or is racially offensive.
- You shall not send or transmit any material which infringes any third party intellectual property rights.
- You shall not use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or similar manual process, to:
  - Continuously and automatically search, scrape, extract, deep link or index any data or other content from the Platform; or
  - Harvest personal information from the Platform Services for purposes of sending illegal, unsolicited or unauthorized material.
- You shall not attempt to use any device or software to avoid robot exclusions files or banners.
- You shall not create a false identity or submit inaccurate, false or misleading information.
- You must not transfer or sell your Account or password to anyone.
- You must not make any commercial use of the Platform Services unless otherwise permitted by this Agreement.
- You shall not transmit any unsolicited advertising such as spam or junk mail.
- You shall not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- You shall not damage, disable, overburden, impair or compromise our systems or security or interfere with other Users.
- You shall not modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or any related software.
- You must not conduct fraudulent activities.
- You shall not attempt to gain unauthorised access to the server on which our Platform Service runs or any server, computer or database connected to our Platform Service.
- You shall not cause third parties to engage in the restricted activities above.

### **Your rights**

On condition that you comply with your obligations under the Agreement, we grant you a limited, non-exclusive, non-transferable licence to access the Platform and use the Platform Services in accordance with this Agreement.

### **Data Privacy**

We are committed to protecting and respecting your privacy. What personal data we collect, how and why we process your data, our legal basis for processing your data and your rights in relation to your data are set out in our Privacy Policy.

### **Fees**

All fees for use of the Platform and Platform Services are subject to any Service Agreement we may have with you.

### **Account Cancellation**

Subject to our Service Agreement with you, Users may cancel their Accounts at any time. To cancel your Account, please **contact us at [info@kmssoft.co.uk](mailto:info@kmssoft.co.uk)**.

We reserve the right to immediately suspend or cancel your Account should you fail to comply with the Agreement.

## **Our rights in the Platform Services**

We own or validly license all intellectual property rights in our Platform Services, and in the material published on it. Except to the extent set out in the Agreement, or otherwise agreed in writing between us, you are not permitted to use such intellectual property rights.

## **Availability of Platform Services**

Subject to any Service Agreement we have with you, we shall use commercially reasonable endeavours to make the Platform Services available 24 hours a day, seven days a week, except for planned or unplanned maintenance. We will try and ensure all maintenance is not carried out during office hours and to give you as much advance notice of any maintenance as we can.

We will endeavour to respond to all support queries within two working days (based on UK time).

You are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres. We are not liable for any delays, delivery failures and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

## **Disclaimer and Liability**

The Platform Services are provided on an 'as is' and 'as available' basis and to the extent permitted under Scottish law, without warranties of any kind. In particular, we make no warranty that the Platform Services will meet your requirements or expectations or that it will be error free.

We provide, via the Platform, a facility to enable Platform Services to be accessed by Users. However, we are not liable for any information provided by the Platform or StockAssist Services to Users and have no liability for any errors or omissions in relation to such information. Any decisions made on the basis of the StockAssist Services by you are your responsibility, and we are not liable for any loss, claim or damage arising out of that decision.

We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other loss which cannot be excluded under the laws of Scotland.

Otherwise, to the extent permitted by law, we shall not have any liability in relation to any loss, claim or damage arising from or related to the use or provision of the Platform Services.

This section shall survive termination of the Agreement.

## **Indemnity**

You agree to indemnify us against all claims, loss or damage which we sustain or are likely to sustain as a consequence of your breach of these Terms.

## **General**

If we choose to waive any particular right we have under the Agreement on any particular occasion this does not prevent us from exercising that right on another occasion.

If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

You are not entitled to transfer or assign your rights and obligations under the Agreement to anyone else without our prior written permission.

Where applicable, if there is a conflict between the Service Agreement and these Terms, the terms in Service Agreement shall prevail.

If there are any disputes arising out of your use of the Platform or Platform Services, or otherwise relating to the Agreement, then these will be governed by the laws of Scotland, and subject to the exclusive jurisdiction of the Scottish courts.