



May 15, 2017

TERMS OF SERVICE

Illuminate Software Solutions FZ LLC (“FOCUS”, “Illuminate”, “we”, “us” and terms of similar meaning) provides this web site and the services provided by or through this web site to you subject to these terms and conditions of use (these “Terms”).

In these terms we call this web site, any successor web sites (together, the “Site”) and the software we provide the “Application”. We refer to the services provided by the Application as the “Services”.

Please read these Terms carefully before using the Services. By accessing or using the Services you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Services.

The Services are not intended to be used by children. You must be at least of the age of majority in the jurisdiction you are accessing the Site from to use the Services.

Illuminate reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline applicable to the Services, at any time and in its sole discretion. If we do so, we will notify you at the email address you provide in your registration information, if any, or we will post a notice in the Application visible to you the next time you access the Application. If you do not agree with the changes, you can cancel your account with us without further obligation, except for the amount due (if your billing period is monthly, we will prorate your account to the nearest month-end after cancellation). Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your continued use of the Services after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Services. The Terms will always show the ‘last updated’ date at the top. If you do not agree to any amended Terms, you must stop using the Services. If you have any questions

about the Terms, please email us at [contact\[at\]illuminate.ae](mailto:contact[at]illuminate.ae).

The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Application.

1. Privacy Policy

By using the Services you consent to our use, collection and disclosure of personally identifiable information. We collect personally identifiable information submitted by the user to the Site such as names, email addresses, phone numbers for the purpose of the provision of the services. You may review or request a correction of the personal information collected, subject to statutory exceptions, by making a written request to our Privacy Officer:

[Privacy\[at\]illuminate.ae](mailto:Privacy[at]illuminate.ae)

We confirm that we will only use personal information for the purposes set out above.

2. Registration Data; Account Security

If you register for an account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Services (“Registration Data”); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to Illuminate, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Illuminate. You are responsible for all activity on your FOCUS account, and for all charges incurred by your FOCUS account.

3. Fees; Charges; Taxes

Fees and any other charges for the use of the Application and for any Add-ons are described on the Site. They may change from time to time. If we change them, we will give you at least 30 days’ notice. If they do change, your continued use of the Application or the Add-ons, as the case may be, after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs.

4. Ownership, Copyright and Trademarks

In these Terms the content, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called “Content”. Content transmitted or entered into the Site by Users, whether

they are, Customers or other Users, is called “User Content”. User Content remains that User’s property. Illuminate’s only right to that User Content is the limited licenses to it granted in these Terms. Those licenses are described in Section 5 and Section 17 of these Terms.

Other than the User Content, the Services, all Content and all software available through the Services or used to create and operate the Services is the property of Illuminate or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Illuminate.

Your User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to you or other people. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Services, and we may do this at any time and for any reason. You are solely responsible for maintaining copies of and replacing any User Content you post or store on the Services. If you authorize third parties to access your User Content through the Services you agree that we are permitted to provide to them the User Content, and also agree that we have no responsibility or liability for their use of such User Content.

5. Your Limited License of Your User Content to Illuminate

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site and provide the Services, now and in the future. Therefore, by posting or distributing User Content to or through the Services, you (a) grant Illuminate and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content, in the manner in and for the purposes for which the Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Services; (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity; (iii) your use and posting or other transmission of such User Content does not violate any laws, regulations, or policies in Dubai, UAE or in the jurisdiction from which you are posting or transmitting such data

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Services does this to your User Content when it processes it for use in the Services.

6. Our Limited License of Content to You

Illuminate grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by Illuminate at any time.

You represent and warrant that your use of the Services and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

To request permission for uses of Content not included in this license, you may contact Illuminate at the address set out at the bottom of these Terms.

7. Providing a Reliable and Secure Service

If you have spent any time reviewing the Services, you will hopefully have noticed that we take reliability and security seriously. We put a great deal of effort into ensuring that our service operates all the time, and that it is a secure environment for your data. We use what we believe to be “best-of-class” hosting services and security technologies and services that we believe provide you with a secure and

safe environment. For more information about these services and technologies you may contact Illuminate at the address set out at the bottom of these Terms.

For example, to safeguard information Illuminate, utilizes 2 layers of security checks on each request, encrypts all stored data deemed sensitive by Illuminate, uses restrictive firewalls to protect stored data and uses 256 bit SSL certificates to encrypt data transferred between you and the Services.

However, no system is perfectly secure or reliable, the Internet is an inherently insecure medium, and the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers cannot be assured. When you use the services, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability. If a third party is authorized through your FOCUS account to have access to your User Content through the Site, we cannot control and are not responsible or liable for the third party's use of your User Content.

8. No Responsibility for Third-Party Services, Sites or Content

As a service to our users, the Site may contain links to third-party Web sites ("Third-Party Sites") or third-party content ("Third-Party Content") and may provide third-party services ("Third-Party Services"), including Add-ons, payment processors and other activities that you may use in connection with your use of the Services. You use Third-Party Sites, Third-Party Content (together, the "Third Party Materials") or Third-Party Services at your own risk.

Illuminate makes no claim or representation regarding Third-Party Materials and Third-Party Services, and provides them or links to them only as a convenience. Inclusion in the Services of Third-Party Materials does not imply Illuminate's endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Materials. Illuminate accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third-Party Materials, or Web sites linking to the Services. Our terms and policies no longer govern, and when you use Third-Party Services their terms and policies apply. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Materials and Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9. Warranty Disclaimer

The Site, the Content and the Services are provided to you on an "as is" basis without warranties from Illuminate of any kind, either express or implied. Illuminate expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Illuminate does not represent or warrant that

Site, the Content or the Services are accurate, complete, reliable, current or error-free.

While Illuminate attempts to make your access to and use of the Services safe, Illuminate does not represent or warrant that the Site, the Content or the Services are free of viruses or other harmful elements.

10. Limitation of Liability; Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against Illuminate, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or other partners, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the “Released Parties”) arising out of or in any way relating to your use of the Site, the Content or the Services, including, without limitation, any claims or allegations relating to infringement of proprietary rights, or allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the Site, the Content or the Services. You use the Site, the Content and the Services at your own risk.

Without limitation of the foregoing, neither Illuminate nor any other Released Party shall be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Site, the Content, the Add-ons or the Services, including without limitation any damages caused by or resulting from your reliance on the Site, the Content or the Services or other information obtained from Illuminate or any other Released Party or accessible via the Site, the Content or the Services, or that result from mistakes, errors, omissions, interruptions, deletion of files or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to Illuminate or any other Released Party's records, programs or services.

In no event shall the aggregate liability of Illuminate, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Site, the Content or the Services exceed any compensation paid by you for access to or use of the Site, the Content, the Add-ons or the Services, as the case may be, during the three months prior to the date of any claim.

You shall defend, indemnify and hold harmless Illuminate and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Site, the Content, the Add-ons and the Services, and if you are a Subscriber, from your Customers' use of the Services and from the use of

the Site, the Content, the Add-ons and the Services by any person to whom you give access to your account (including staff or advisors), including any claims made by any person that any of your Customer may provide subsequent access of the account to, and if you are a Subscriber, your Customers', User Content infringes the rights, including the intellectual property rights, of any third party.

11. Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data.

12. Applicable Law and Venue

The Services are controlled by Illuminate and operated by it from its offices in Dubai, UAE. You and Illuminate both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and Illuminate explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site, the Content or the Services will be governed by the laws of TECOM Free Zone and the laws of Dubai, UAE applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Except where prohibited by applicable law, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) involving Illuminate and arising out of or relating to (a) these Terms; (b) the Site, the Content or the Services; (c) oral or written statements, advertisements or promotions relating to these Terms or to the Site, the Content, the Add-ons or the Services; or (d) the relationships that result from these Terms or the Site, the Content, the Add-ons or the Services (collectively, a "Claim"), will be referred to and determined by a sole arbitrator (to the exclusion of the courts). Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against Illuminate related to any Claim and, where applicable, you also agree to opt out of any class proceedings against Illuminate. If you have a Claim, you should give written notice to arbitrate at the address specified below. If we have a Claim, we will give you notice to arbitrate at your address provided in your Registration Data. Arbitration will be conducted by one arbitrator pursuant to the commercial arbitration laws and rules in effect on the date of the notice in the Dubai, UAE.

To the extent arbitration as described in the immediately preceding paragraph is prohibited by applicable law, you agree that all Claims will be heard and resolved in a court of competent subject matter jurisdiction. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

13. Termination/Modification of License and Site Offerings

Notwithstanding any provision of these Terms, Illuminate - reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Services, or any portion thereof and the rights of any third party to which you have granted access to your User Content; (b) block or prevent your future access to and use of all or any portion of the Services or Content and the rights of any third party to which you have granted access to your User Content; (c) change, suspend or discontinue any aspect of the Services or Content; and (d) impose limits on the Services or Content.

14. Inactive Accounts; Termination of Agreement

If your account is inactive for at least two months, we may deactivate your account. Deactivated accounts are not deleted – they are placed in storage and can be restored. We will notify you by email if we decide to deactivate your account. If you know in advance that your account will be inactive at some time and don't want us to deactivate it, let us know in advance at support[at]illuminate.ae. If after your account has been deactivated it stays inactive and we don't hear from you, we may delete it at any time and without notice.

You and Illuminate may terminate your use of the Services including your agreement to these Terms subject to the terms of the separately agreed and contract. If you terminate your use of the Services you must pay the fees applicable for the balance of the account (if your billing period is monthly, we will prorate your account to the nearest month-end after termination) including for any Add-ons you may be using. When your Illuminate account is terminated, your User Content will, shortly thereafter, not appear on the Services.

Upon termination for any reason Illuminate will delete all of your User Content and will not retain any archival copies of same. Accordingly you acknowledge and agree that Illuminate has no responsibility to restore or provide you with any copies of User Content after termination..

15. Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Illuminate may assign any or all of its rights hereunder to any party without your consent. You agree that the Services are personal in nature and therefore you are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Illuminate, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Illuminate regarding your use of the Site, the Content and the Services, and

supersede all prior or contemporaneous communications whether electronic, oral or written between you and Illuminate regarding your use of them. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only.

16. Questions and Comments

If you have any questions regarding these Terms or your use of the Services, please contact us here:

Illuminate Software Solutions FZ LLC

Boutique Villa 7

Dubai Media City

Dubai

UAE

contact[at]illuminate.ae

17. Acknowledgement & Agreement

Name:

Organization:

Signature: