

IMPORTANT – READ CAREFULLY: YOUR USE OF BREATO AND ITS SERVICES IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

IMPORTANT – READ CAREFULLY: BY CLICKING THE "SIGN UP" LINK ON THE SIGN UP PAGE OR BY UTILIZING THE BREATO SERVICES ("SERVICES") YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This is a legal agreement ("Agreement," and also referred to as the "Terms of Use") between You and Breato, for use of the Services which You selected or initiated, which may include Breato services, web hosting, and other services available from time to time (collectively, the "Services"). "You" refers to either:

1. the individual or entity that registered and/or provided Breato his or her credit card or other payment mechanism for the Services, or
2. if the Services are being purchased on behalf of an entity by an individual authorized to purchase the Services on behalf of such entity, then "You" or, alternatively, "Subscribing Organisation" refers to such entity.

If You do not agree with the terms of this Agreement, click the "CANCEL" button on the Sign Up page. Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. Description of Services; Statement of Intended Use

The Services include, but are not limited to, a web-based database and applications. Together, these Services are referred to herein as a "Breato Account". The representatives of the Subscribing Organisation who have created a username and password within the Breato Account will be "Users". The Services, all information, products and services contained or described in the Services may be accessed and used solely by the Subscribing Organisation and its Users, solely for purposes of collecting, tracking, storing, managing, and communicating information for their own use. Breato may at any time terminate the Services or any feature of the Services, or the Subscribing Organisation's or its Users' access to the Services as provided in Sections 4 and 5 hereof. All changes to the Services will be subject to these Terms.

2. Registration and Billing Information; Account Administrator

To establish a Breato Account, the Subscribing Organisation must complete the Sign Up process. The Subscribing Organisation must provide accurate and complete information on the Sign Up page (the "Registration Information") and promptly update the Registration Information so that it is always accurate and complete. When the first payment is requested by Breato, the Subscribing Organisation must provide accurate and complete billing information ("Billing Information") and promptly update the Billing Information so that it is always accurate and complete. The person who completes the sign up process and enters the Registration Information is the initial "Account Administrator" for the Account, and exercises certain options to initially determine the level of privacy and security for the Account. For example, s/he will determine who can be a User of the Account and the level of privileges that Users will possess. An Account Administrator may designate other Users as additional and/or successor Account Administrators, and is responsible for confirming that such person(s) accept such responsibility. Upon becoming an Account Administrator, each person will be deemed to agree to the obligations of a Account Administrator hereunder. All notices from Breato to the Subscribing Organisation will be given to the current Account Administrator(s) at the e-mail address(es) appearing on the Account, as appropriate. In addition, all notices and information sent by Breato to Users will be sent to their individual addresses. In its sole discretion, Breato will determine the timing, nature, and content of all communications with Account Administrators and Users.

3. Passwords and Security

On completion of the Sign Up process, Breato will assign a unique Pass Code to the Subscribing Organisation and this Pass Code will be sent to the initial Account Administrator by email. The Breato Account will be activated the first time the initial Account Administrator logs into the Breato Account. The Account Administrator, and all users that are subsequently created by the Account Administrator, will be associated with this Pass Code which must be entered when logging into Breato. The Subscribing Organisation and its Users are entirely responsible for maintaining the confidentiality of the passwords, the Account and the information stored on the Account (collectively, the "Account Information"), and of all information that they transmit through the Services, for selecting the Users and their privileges, for any and all usage and activities that occur in connection with the passwords, Account Information, and for all Account content. The sharing of user login names and/or passwords by more than one individual to avoid the payment of user fees constitutes a violation of these Terms of Use. The Subscribing Organisation will notify Breato immediately of any known or suspected unauthorized use, activities or disclosure of the Account or any information, or any other breach of security. Breato will not be liable for any failure by the Subscribing Organisation or its Users to comply with this Section 3 or any other provision of these Terms. In the event that a dispute arises over the rightful control of any Account, Breato will have no obligation to any party to continue to grant access to the Account except under an order from a court of competent jurisdiction.

4. Termination

If the Subscribing Organisation wishes to terminate its Account and use of the Services, the Account Administrator must do so using the Unsubscribe option on the Subscription menu. Breato, in its sole discretion, may terminate, cancel, suspend, limit, discontinue, and/or deactivate (temporarily or permanently) all or any part of the Services, any password, Account Name, registration, any part or all of the Account, and/or the Subscribing Organisation's and/or its Users' access to and use of any part or all of their stored data and information (collectively, "Application Information"), Registration Information, Account Information, the Services and/or the Account, and/or their rights under these Terms (all of the foregoing rights and actions to "Terminate" or a "Termination"), all at any time, including without limitation if:

1. Breato believes that the Subscribing Organisation or a User has violated or is threatening to violate these Terms or other policy of Breato or applicable law, has misused or is threatening to misuse the Services, or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity,
2. Breato believes that the Subscribing Organisation or any of its Users has accessed or is attempting to access any part of the Services or Content, or the Account, or Registration Account or Application Information of any other Subscribing Organisation or User,
3. the Subscribing Organisation assigns its rights to the Account,
4. Breato discontinues the Services or any part thereof for any reason,
5. the subscribing Organisation or a User makes excessive use of bandwidth, or transmits excessive numbers of e-mails, notices or other transmissions inconsistent with the number of users registered in the sole discretion of Breato.

Breato reserves the right to investigate the validity of any complaint presented to it which alleges that any account has been used to conduct fraudulent, abusive or illegal activity, or has been used in any way which violates these Terms. Such investigations may include logging on to the account and/or reviewing any data or information contained therein. Breato will not, however, provide any such information to any third party unless required by law or court order. A Termination described in Section 4(1), 4(2), 4(3), or 4(4) may be made with or without notice and will be effective immediately. In the event of Termination, Breato may remove and/or permanently delete from its servers all of the Subscribing Organisation's and its Users' Account Information, Registration Information and Application Information and/or all backup copies thereof, without further notice and without any liability of Breato to the Subscribing Organisation, its Users or any third party. Notwithstanding anything in these Terms to the contrary, if Breato reasonably believes that the Subscribing Organisation or any of its Users has violated or is threatening to violate applicable law or the provisions of Section 4(2) or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, Breato may, without any notice, refer the Subscribing

Organisation and/or its Users to appropriate law enforcement agencies, and/or immediately remove and/or permanently delete the Account Information, Registration Information and/or Application Information as otherwise provided herein. If a Subscribing Organisation or its Users are the subject of a Termination described in this Section 4, they may not re-register for or continue to use the Services in any manner or for any reason. The provisions of Sections 6, 10, 13, 14, 15, 16 and 17 will survive any Termination under Section 4 or 5 and any discontinuance.

5. Access to Services Support

To use the Services, the Subscribing Organisation and its Users must obtain and pay any fees for access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access device. The Subscribing Organisation and its Users may access the Services and the Account only by means of the interface provided by Breato. Although the Services and Account are generally accessible worldwide, access may not be available to all persons or in all locations. Breato reserves the right to limit access to the Account or the Services by any Subscribing Organisation, User, or person, or from any location. The Services contain links to other World Wide Web accounts of Breato's partners, affiliates, and providers of content or services to Breato in delivering the Services or to its Subscribing Organisations as part of the Services (collectively, "Third Party Providers") and to other resources and accounts (all such accounts collectively, "Linked Accounts"). Such links are provided for the convenience of the Subscribing Organisation and its Users only, and are not reviewed, monitored or controlled by Breato. Breato does not endorse, is not responsible for and makes no representation or warranty concerning the reliability or availability of these Linked Accounts or Third Party Providers or the accuracy, reliability, completeness or authenticity of their contents, advertising or products, and is not responsible for any transmission received from any Linked Account. Use of Linked Accounts is subject to the privacy policies, terms of service and other conditions applicable to such Accounts. All linking to Linked Accounts is at the sole risk of the Subscribing Organisation and its Users. Any concerns regarding any Linked Account or its content, products or services should be directed to the administrator or webmaster of such Linked Account.

6. Fees

All fees are payable in Pounds Sterling unless invoiced or charged by Breato in another currency, in which case the fees must be paid in the currency invoiced. All transmission fees, currency translation fees, wire and bank fees chargeable by or deducted from remittances by any bank, including the transmitting, intermediary or recipient bank are the responsibility of the remitting party (Subscribing Organisation). Merchant fees charged by Credit Card Companies to Breato will be absorbed by Breato and are expressly not the responsibility of the remitting party (Subscribing Organisation).

The obligation to pay fees rests with the Subscribing Organisation. An Account Administrator may however elect to furnish a personal credit card for the purpose of paying account fees in which case the furnishing of such information is considered his/her authorization for Breato to use the card for any payments related to the account. The billing information may be changed by any Account Administrator directly through the account. The Services are provided on a subscription basis. A Subscribing Organisation and its Users agree that should subscription charges not be paid in a timely manner, Breato may, in its sole discretion, discontinue service until such time as the payments are brought current. The Monthly Subscription Fees are charged in accordance with Breato's published prices at the time of initial subscription to the service. Billing will start at the end of the free period. The Account Administrator can enter the Billing Information for the Account using the Registration page at any time prior to the start of billing and this will not change the billing start date. Breato will generate a new bill on the same day of each month thereafter. Fees will be based on the maximum number of Users that are available during the month, whether or not the Users accessed the Account during that month. It is the responsibility of the Account Administrator(s) to monitor and update the Users who are given access to the Account. Breato will not be responsible for deleting account user records. Subscription fees are billable to the person designated by the Subscribing Organisation on the Registration page, which may be accessed and updated only by an Account Administrator. It is the Subscribing Organisation's responsibility to ensure that the Billing Information is complete and accurate at all times.

Only an Account Administrator may cancel an account subscription. Cancellation may be made at any time by any Account Administrator using the Unsubscribe option on the Subscription menu. Upon receipt of a valid cancellation request, Breato may deactivate the Account at any time. Unless and until a cancellation request is received by Breato, the User agrees that Breato may automatically invoice or charge the credit card on file with the pro-rata amount of the number of days between the last billing date and the termination date.

Breato reserves the right to increase the fees it charges for access by the Subscribing Organisation and its Users, provided, however, that Breato will provide no less than thirty (30) days advance notice to existing Users of its intention to do so. Fees for other services offered by Breato are also charged in accordance with the prices in effect at the time of purchase or renewal.

7. Third-Party (Partner) Accounts

Subscribing Organisations may register for the Breato Services through a Partner who may be a reseller of the Services on behalf of Breato. In such cases, the Subscribing Organisation hereby agrees that Breato may provide account and other necessary contact information to the Breato Partner notwithstanding anything contained in these Terms of Use or the Breato Privacy Policy.

8. Storage and File Download/Bandwidth Limitations

Storage space for the Subscribing Organisation is currently provided in accordance with the Breato price list in effect from time to time. It must be appreciated that it may be impossible to store some data for the Account due to space constraints. The Subscribing Organisation agrees that Breato is not responsible or liable for any insufficient storage capacity or the deletion or failure to store data or information. Breato reserves the right to limit the file download and/or bandwidth capacity of any or all accounts, in its sole discretion, if it deems such limitation to be in the best interests of the operating performance across all accounts. In addition, Breato reserves the right on a daily basis to limit the number of e-mails transmitted from its servers for any individual account or group of related accounts, in its sole discretion.

9. Privacy

Breato respects the privacy of its Subscribing Organisations and Users. Please read our Privacy Policy on the www.breato.com web site, which forms part of these Terms.

10. Subscribing Organisation's and Users' Responsibilities

All Account Information, Registration Information, Application Information and other information stored, publicly posted or privately transmitted through the Services by the Subscribing Organisation or its Users, the confidentiality and privacy of all of the same and of the Account, and all uses of the Services and the Account by the Subscribing Organisation and its Users are their sole responsibility. Without limitation, the Subscribing Organisation and its Account Administrator(s) are responsible for monitoring the contents, use of and access to the Account and all such Information, and use of and access thereto by Users who are minors. Without limitation, the Subscribing Organisation agrees that it and its Users will use the Services and the Account only in accordance with these Terms, and will not use them to:

1. upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any Account Information, Content or other information (i) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, objectionable or libellous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any patent, trademark, trade secret, copyright, or other rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information,

2. provide inaccurate, incomplete, outdated or misleading Registration Information or e-mail addresses, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on the Account or transmitted through the Services, or impersonate or otherwise misrepresent any affiliation with any person or entity,
3. modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the Services, Account Name, or any Content, or any products or other services (including software) obtained there from, or permit access to the same by any unauthorized person or entity,
4. interfere with or disrupt any links or click-through URLs provided through the Services, or servers or networks connected to the Services, or violate the regulations, policies or procedures of such servers or networks, or interfere with another Subscribing Organisation's or User's use and enjoyment of the Services,
5. attempt to gain unauthorized access to the Services, Content, other Accounts, Registration Information, Account Information or Personal Information, or other computer systems, servers or networks connected to the Services, or
6. violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to any rules and regulations of any securities exchange of any jurisdiction, laws regarding the transmission through the Services of technical data or software exported from the country(ies) in which the Subscribing Organisations and/or its Users reside, and laws and regulations regarding online conduct and acceptable content of the Subscribing Organisation's and its Users' transmissions, Account and Account Information.

Breato reserves the right to examine the information or customer data contained within any Account for the purpose of determining if a violation of these Terms of Use has occurred. The Subscribing Organisation must evaluate and bear all risks associated with use of any Account Information and any other information obtained from the Services, including any reliance on the accuracy, completeness or usefulness thereof.

11. Anti-Spam Policy

Breato does not condone or allow spam. The Subscribing Organisation and its Users may not use the Services, Content, Breato name or servers, the Account Information or the Accounts to email or otherwise transmit, distribute, publish or disseminate any unsolicited advertising, survey, promotional materials, "junk email", "spam", "chain letters", "pyramid schemes", or any other form of solicitation or duplicative or unsolicited messages (commercial or otherwise) with respect to the Accounts, Account Information or any other business, product or service, and may not use the Account Name as the return address on any unsolicited communication. We encourage Subscribing Organisation and its Users to help us enforce this policy. To report a violation, send an email to security@breato.com. As provided in the Privacy Policy on the www.breato.com web site, Breato will cooperate with legal authorities in releasing information about Subscribing Organisations and Users who violate this Anti-Spam Policy.

12. Backup

Breato regularly backs up Account Information and Application Information stored in the Account, and stores the same for a limited time. Subject to the limitations set forth in Sections 4 and 5 hereof, upon the Subscribing Organisation's request and payment of the then-current fee, we will make reasonable efforts to restore Application Information. Breato will have no liability for any failure to back up or restore such Application Information, or for interruptions, delay or suspension of access to or unavailability of Account, Registration or Application Information, or any loss of such Information, data or transmissions.

13. Warranty Disclaimers and Limitations of Liability

WARRANTY DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE". BREATO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BREATO MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE ACCOUNT, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBING ORGANISATION OR USER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND THE ACCOUNT ARE AT THE SUBSCRIBING ORGANISATION'S AND/OR USER'S SOLE RISK. THE SUBSCRIBING ORGANISATION AND ITS USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE SUBSCRIBING ORGANISATION, THE USER, THE ACCOUNT, AND ANY LINKED ACCOUNTS RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to either the Subscribing Organisation or the User. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BREATO, ITS PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, SPONSORS, PARTNERS, SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE ACCOUNT, OR ASSOCIATED SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF BREATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, BREATO'S MAXIMUM CUMULATIVE LIABILITY AND THE SUBSCRIBING ORGANISATION'S AND ITS USERS' EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE SUBSCRIBING ORGANISATION FOR THE SUBSCRIPTION SERVICES (EXCLUDING ANY PER USE OR PROFESSIONAL SERVICE FEES) IN THE PREVIOUS 12 MONTHS EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Because some jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to either the Subscribing Organisation or its Users.

14. Indemnity

The Subscribing Organisation and its Users agree to indemnify and hold Breato or its parents, subsidiaries, affiliates, officers, employees, sponsors and partners harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising directly or indirectly out of:

1. the Subscribing Organisation's or its Users' use of or connection to the Services, this Website, the Account, or the Materials,
2. Account Information or other information transmitted or stored by the Subscribing Organisation or its Users through or on the Account or the Services,
3. activities in connection therewith, or
4. the Subscribing Organisation's or its Users' breach of this Agreement or violation of the rights of any other party.

15. Proprietary Rights

The Services, this Website, and all Content, and all trademarks, including but not limited to all material distributed or presented to the Subscribing Organisation or its Users through the Services by Breato or its Third Party Providers or on the Linked Accounts, and all rights and intellectual property rights therein, are the sole property of Breato, or its Third Party Providers, and are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any comments, suggestions or ideas or other information submitted to Breato through this Website, in writing, by e-mail or otherwise to Breato will be the property of Breato and Breato will have all rights therein without any obligation to compensate the Subscribing Organisation or its Users. All Account Information will remain the sole property of the Subscribing Organisation, its Users or any party with rights therein. Any rights not expressly granted herein are reserved.

The Subscribing Organisation and its Users shall procure that they shall not:

1. modify, translate, create or attempt to create derivative copies of or copy the Breato service and or the Portal in whole or in part,
2. reverse engineer, decompile, disassemble or otherwise reduce the object code of the Breato service to source code form, and
3. distribute, sub-licence, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer the Breato service.

All materials published by Breato and its Third Party Providers, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any Linked Accounts (collectively, the "Content") are the property of or controlled by Breato or the party credited as the provider of the Content.

The Subscribing Organisation and its Users will respect all proprietary rights of Breato and its Third Party Providers in and to the Content, Account Name, Services, and Account, any products or other services obtained there from.

16. Data Protection

1. The Subscribing Organisation and its Users shall undertake to ensure that the use of the Breato service is compliant with all relevant statutory provisions, including but not limited to e-commerce, data protection, fraud and anti-money laundering regulations.
2. For personal data processed by the Subscribing Organisation and its Users using the Breato service, they shall undertake to act in accordance with the provisions of the Data protection Act 1998.
3. The Subscribing Organisation and Breato acknowledge and agree that the Subscribing Organisation is the data controller and that Breato is a data processor in respect of the Data (as such terms are defined in the Data Protection Act 1998). The Subscribing Organisation therefore confirms that it is solely responsible for ensuring data protection law and anti-money laundering regulations. Breato will only process personal data for the purposes of providing the Subscribing Organisation with the Breato service. Breato has in place and will maintain for the duration of these terms and conditions appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised do not have access to any programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process personal data.
4. The Subscribing Organisation hereby indemnifies Breato in full and on demand against all losses, liabilities, damages, costs, claims and expenses (including but not to legal costs) arising from or incurred by Breato as a result of any failure of the Subscribing Organisation to comply with clause 16.

17. Miscellaneous

1. **Assignment.** Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and Breato may assign its rights and delegate its obligations in whole or in part to an affiliate, provided that either party may terminate this agreement upon 10 days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.
2. **Governing Law.** This Agreement will be governed by and construed in accordance with English law.
3. **Interpretation and Conflicting Terms.** This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favour of or against either party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Breato shall not be bound by terms additional to or different from those in this Agreement that appear in Your acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both You and Breato.
4. **Force Majeure.** Except for Your obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labour disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.
5. **Waivers.** The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
6. **Use of the Services.** You may use the Services only for sessions or meetings in which You are an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between You and Breato. You may not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Services. You will not modify, make derivative works of, disassemble, decompile or reverse engineer the Account, Services or any component thereof.

18. Representations of Subscribing Organisation

By registering and accepting these Terms, the initial Account Administrator on behalf of the Subscribing Organisation and all its Users, and each User on its individual behalf, hereby represents and warrants to Breato that:

1. s/he is the duly authorised Account Administrator or User of the Subscribing Organisation and has the authority and legal capacity to register and accept these Terms on behalf of the Subscribing Organisation and to bind the Subscribing Organisation thereto, and/or to register and accept the same on his/her own behalf and to be bound thereby,
2. all Users are at least 18 years of age, or are at least thirteen (13) years of age and have parental permission to establish an Account and/or use and access the Services,
3. (i) the Subscribing Organisation and its Users are eligible to establish an Account and to become Users, (ii) the Subscribing Organisation and its Users accept and agree to be bound by these Terms, and the Subscribing Organisation will take all steps necessary to ensure that its Users so accept and are bound by the same, without limitation or qualification, and (iii) the Subscribing Organisation and Users will regularly review these Terms, and in the event of any change, the Subscribing Organisation's or User's

failure to promptly discontinue use of the Services and Account as provided in Section 4 hereof will be deemed to indicate the agreement of the Subscribing Organisation, on its own behalf and on behalf of its Users, and of its Users to accept and be bound by such changes.

19. Service Outages

We reserve the right to take the service off-line for 30 minutes routine maintenance each Sunday at 18:00 GMT. From time to time, it may be necessary to perform other preventative maintenance. We will endeavour to provide at least 3 days notice of such action and to undertake the maintenance between the hours of 18:00 and 06:00, however, it may not always be possible to achieve this. In any event we will seek to minimise any disruption to You. Occasionally, due to circumstances beyond your control and our control, the service may not be available to You. Where this is something we can affect, we will endeavour to restore the service as soon as possible.

20. Notices and Procedure for Making Claims of Copyright Infringement

Notifications of claimed copyright infringement should be sent to Breato, St. John's Innovation Centre, Cowley Road, Cambridge, United Kingdom CB4 0WS.

21. Copyright and Trademark Information

All trademarks, service marks and logos used in this Website are the property of their respective owners. All contents of this Website are the property of Breato Ltd. Copyright © 2011 Breato Ltd.

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