

TERMS OF USE AGREEMENT
GENERAL TERMS OF USE OF PLATFORM

By using the Platform, you – the Subscriber – agree to this Terms of Use Agreement (the “**Agreement**”). This Agreement governs use of the Platform during the Trial Term and the Subscription Term.

1. DEFINITIONS

The following capitalized terms shall have the following meanings:

“ Account ”	mean of access the Platform on behalf of the Subscriber.
“ Agreement ”	this Terms of Use Agreement is composed of the documents specified in Clause 3.1.
“ Content ”	Intellectual property, other TEAMGATE's data, works, other materials inserted to / used in / made available in the Platform. The Content does not include the Data.
“ CPDP ”	conditions of personal data processing, current version available online at https://www.teamgate.com/CPDP/
“ Critical Issues ”	malfunction of the Platform that prevents more than one User from using the Platform and stops business processes of the Subscriber for which the Subscriber uses the Platform.
“ Data ”	any data, works and other materials inserted to / used in / made available in the Platform by the Subscriber and / or its Users. The Data also include any and all Personal Data.
“ Downtime ”	a period of time when the Platform is unavailable.
“ Fees ”	the Subscription Fee, and any other amounts payable by the Subscriber to TEAMGATE.
“ General Terms ”	these General Terms of Use of Platform, the current version available online at https://www.teamgate.com/Terms_of_use_Agreement/
“ Intellectual Property ”	TEAMGATE's ideas, concepts, know-how, knowledge, methods, methodologies, architecture, computer software, data models, technical data, processes, design, codes, commercial secrets and business information, confidential information, as well as physical and digital documents, that contain Content.
“ Mobile Application ”	application that allows accessing the Platform on mobile device. Usage of the Platform through Mobile Application could be limited with fewer functions or tools.
“ Non-critical Issues ”	malfunction of the Platform that prevents one or more User(s) from using the Platform but does not stop business processes of the Subscriber for which the Subscriber uses the Platform.
“ Other Content ”	any data of the third parties, made available by such third parties through the Platform. The definition of the Other content does not include the Data or the Content.
“ Party / Parties ”	Parties of the Agreement i.e. TEAMGATE or / and the Subscriber separately or collectively.
“ Payment Processor ”	third-party integrated payment system used by TEAMGATE allowing the Subscriber to process the payments of the Fees.
“ Payment Terms ”	Payment Interval, Payment Manner, Payment Method and other Payment Terms.
“ Personal Data ”	personal data relating to natural persons as defined in the General Data Protection Regulation 2016/679.
“ Platform ”	the online CRM application provided by TEAMGATE and the underlying servers and software used to provide such application. Platform may be accessed via Website or Mobile Application.
“ Privacy Policy ”	Privacy Policy applied by TEAMGATE. The current version of the Privacy Policy is available online at https://teamgate.com/teamgate-privacy-policy .
“ SLA ”	service-level agreement as specified in Schedule 2.
“ Special Terms ”	individual terms forming an integral part of the Agreement.
“ Subscriber ”	a client, either a natural or a legal person, entering into the Agreement for the business purposes.
“ Subscription ”	Subscriber's right to access the Platform via the Account during the Trial Term and / or the Subscription Term.
“ Subscription Plan ”	TEAMGATE offers different Subscription Plans to the Subscribers and each Subscription Plan has different set of functionalities of the Platform available to the Subscriber during the effective Subscription Term. The Subscription Plans offered are available online at https://www.teamgate.com/pricing/ . The Subscription Plan actually purchased by the Subscriber is specified in the Special Terms.
“ Subscription Term ”	a period, for which the Subscriber is granted with access to the Platform subject to full payment of the Subscription Fee or other Fees, as might be applicable.
TEAMGATE	as the context requires, TEAMGATE LTD or TEAMGATE UAB.
TEAMGATE LTD	a private limited company registered in the Registrar of Companies for England and Wales under a company number 9213116. Contact details: principal place of business: 11 Cundy Road, London E16 3DJ, United Kingdom; email: support@teamgate.com .
TEAMGATE UAB	a private limited company registered in the Registrar of Legal Entities of the Republic of Lithuania under a company number 302902842. Contact details: principal place of business: 16A J. Jasinskio str., Vilnius LT-03163, the Republic of Lithuania; email: support@teamgate.com .

“Trial Term”	a period of time offered by TEAMGATE during which the Subscriber may test the Platform free of any Fees. During the Trial Term functionalities of the Platform may be less compared to those offered during the Subscription Term.
“User(s)”	natural person(s) authorized by the Subscriber to use the Platform via the Account. The number of the authorized Users is specified in the Special Terms.
“Web Site”	https://www.teamgate.com or its sub domains or domains with identical names under other top domains owned and operated by TEAMGATE.

2. SUBJECT MATTER

This Agreement sets terms of use of the Platform. Any additional customization services (if any purchased) shall be subject to the separately agreed Scope of Works constituting a schedule to the Special Terms.

3. ENTRY INTO THE AGREEMENT

3.1. Entire Agreement

3.1.1. The entire Agreement consists of the below listed documents (the priority as listed):

- i) the Special Terms;
- ii) the Schedules of the Special Terms;
- iii) these General Terms;
- iv) the CPDP;
- v) the Privacy Policy and other documents incorporated to this Agreement by reference.

3.2. Capacity

3.2.1. In order to conclude this Agreement the Subscriber must have necessary capacity:

- i) **natural person**: must be of legal age as required under the applicable law (see Clause 11.1);
- ii) **legal entity**: must be duly incorporated and have full legal capacity, and a person representing the Subscriber must have legal authority to represent and bind the Subscriber.

3.3. Conclusion of Agreement

3.3.1. The Agreement may be concluded either:

- i) **online**: the Subscriber fills all the online the sign-up forms as prompted during the registration process carried out in the Web Site / Mobile Application, or;
- ii) **physically signing the Agreement in hard copy**: the Parties physically sign the Special Terms. The Agreement may be also signed by exchanging signed *pdf* documents or by digital signature.

3.3.2. Which entity – TEAMGATE UAB or TEAMGATE LTD, will conclude the Agreement on TEAMGATE’s behalf, depends on the domicile of the Subscriber¹ and on the way how the Agreement is entered into²:

Domicile of the Subscriber:	Way how the Agreement is entered into:	TEAMGATE’s contracting entity:
Lithuania	Online / Physically signed Agreement	TEAMGATE UAB
Other jurisdictions	Physically signed Agreement	TEAMGATE UAB
Other jurisdictions	Online	TEAMGATE LTD

Short description of the Platform is provided in Schedule 1.

3.4. Use of Platform for Trial Term

TEAMGATE may make part of the Platform available to the Subscriber for the Trial Term. The Trial Term shall commence when the Subscriber signs up for the Account. The Trial Term terminates when: i) the Trial Term expires. The Subscriber will be informed on the expiry of the Trial Term by a separate TEAMGATE’s notice; or ii) the Parties execute the Special Terms for the Subscription Term.

3.5. Use of Platform for Subscription Term

During the Subscription Term the Subscriber uses the Platform for a Subscription Fee and in accordance with other terms set in the Subscription Plan.

3.6. Account

3.6.1. The Platform may only be used by means of the Account.

3.6.2. The Subscriber must sign up for the Account and provide all required information on the Subscriber and its User(s) (“**Registration Data**”). The data must be true, accurate, current and complete.

3.6.3. Accounts registered by “bots” or other automated methods are not permitted.

3.6.4. Upon completing the registration process, the Subscriber will receive TEAMGATE’s confirmation email. After receipt of the said confirmation, the Subscriber may designate its User(s).

3.7. User(s)

3.7.1. The Subscriber may designate several Users of its Account. Each User must be of legal age (as required under the applicable law, please see Clause 11.1).

¹ If the Agreement is signed by online means, the domicile of the Subscriber will be the country indicated in the IP-address of the Subscriber. If the Agreement is signed by physically signing the Agreement, the domicile of the Subscriber will be the country where the principal place of the Subscriber’s business is registered

² Online or by physically signing the Agreement

3.7.2. For the avoidance of doubt, each User is separately subject to and is bound by the terms of this Agreement.

3.8. Login credentials

3.8.1. The Subscriber and its Users must create unique individual login credentials – username and password. TEAMGATE will not provide any login credentials save for the temporary login credentials in case the Subscriber / the User loses its own login credentials. Such temporary login credentials must be changed immediately after successful re-logging to the Account.

3.8.2. The Subscriber and each User must have and use its individual login credentials. Login credentials must be kept confidential and must not be used by multiple persons. TEAMGATE is not be liable for any loss or damage arising from or in connection with the loss or improper use of the login credentials.

3.9. Use of Account

3.9.1. Upon each log in to the Account, the Subscriber and each User confirms that:

- i) all the Registration Data is accurate, correct, complete. The Registration Data is updated if necessary;
- ii) the User has the Subscriber's authorizations to use the Account.

TEAMGATE assumes that the above confirmations are true and correct. TEAMGATE shall not be obligated to, but may, verify these confirmations.

3.9.2. The Subscriber and each User must log out from the Account at the end of each session.

3.9.3. The Subscriber and each User must immediately notify TEAMGATE:

- i) of abuse of its Account;
- ii) of any disclosure, loss or unauthorized use of login credentials; of unauthorized use of the Account; of any other breach of security;
- iii) any reason (e.g. change in position, resignation, and etc.) why the User no longer has the right to use the Account.

3.10. Rules of Conduct

3.10.1. The Subscriber undertakes to use the Platform only for the regular purposes for which the Platform is intended. It is prohibited for the Subscriber, including, but not limited to, to:

- i) use the Platform in any way that is unlawful, harmful to public, ethics or in any other way is objectionable to moral standards;
- ii) use the Platform to send advertising materials, spam mail and other Data to other users of the Platform that is in contradiction with the applicable laws;
- iii) use the Platform to compromise the operation of the electronic communications network, its security, integrity, or limit access to the Platform by other persons (this includes prohibition to use software viruses 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);
- iv) infringe the property and non-property rights of TEAMGATE as the author of the Platform, retrieve / or attempt to retrieve / copy any source code, algorithms or otherwise infringe Intellectual Property rights of the TEAMGATE; use the Platform for the purposes of monitoring its availability or functionality, or for any other competitive purposes.

3.10.2. The Subscriber and its Users must notify TEAMGATE in writing at least 7 days prior to execution of the Subscriber's intentions and ask for its prior express consent, in the event he /she /it wishes to:

- i) sell, resell, lease, license, sublicense, distribute, provide, disclose exploit or otherwise grant access to or make the Platform available in whole or in part to any third persons;
- ii) use the Platform by means of software, which send them automatic enquiries or requests;
- iii) create interfaces between the Platform and the Subscriber / any system of the third party.

3.10.3. Recognizing the global nature of the Internet, the Subscriber and the User(s) agrees to comply with any and all regulations regarding online conduct, acceptable Data and use of the Platform, as well as to comply with all applicable laws regarding the transmission of technical data exported from the country or jurisdiction in which the Subscriber resides.

4. FEES AND BILLING

4.1. Subscription Fee

4.1.1. The Subscription Fee depends on the purchased Subscription Plan. The Payment Terms are specified in the Special Terms. The applicable Subscription Fee will take effect upon the start of the Subscription Term. Electronic invoices will be sent to the Subscriber by means of the Platform.

4.1.2. In the event during the effective Subscription Term the Subscriber:

- i) upgrades the Subscription Plan, the applicable (new / additional) Subscription Fee will take effect immediately and will be prorated for the rest of the ongoing Subscription Term;
- ii) downgrades the Subscription Plan, no adjustment to the Subscription Fee will be made until the end of the ongoing Subscription Term.

4.1.3. TEAMGATE reserves the right at any time to modify the Subscription Terms, including the Subscription Fee rate; add any new Fees; charge the use of the Platform's functionalities that are currently available free of charge. Such modifications come to effect only upon the expiry of the Subscription Term purchased by the Subscriber (*e.g. if the purchased Subscription Term is 1 month, then the new modifications are applicable upon the following month, and etc.*).

4.2. Refunds

4.2.1. The obligation to pay the Fees is non-cancellable, the already paid Fees are non-refundable. This includes, but is not limited to, the cases where the Subscriber:

- i) has not used the Platform during the prepaid Subscription Term, or has only done so partially (*e.g. authorized less Users than available according to the Subscription Plan; deactivated part of the Users, and etc.*);
- ii) changed the Subscription Plan, otherwise removed any paid component or feature of the Subscription;
- iii) terminated the Agreement before the end of Subscription Term without TEAMGATE's fault.

4.3. Payment method

4.3.1. TEAMGATE offers two different Payment Methods:

- i) **credit card payment** – payment of the Fees is processed by the Payment Processor. The Subscriber authorizes the Payment Processor to charge the Subscriber's credit card for all Fees. This authorization is valid until the Subscriber changes the chosen Payment Method. In case payments of the Fees are processed by the Payment Processor, the Subscriber is subject to the terms and conditions applied by the Payment Processor. TEAMGATE is not responsible for any errors that occur during the Subscriber's payments' processing by the Payment Processor. TEAMGATE reserves the right to correct any errors or mistakes that the Payment Processor has made, even if it has already requested or received the payment from the Subscriber. The Subscriber shall be entirely responsible for paying all fees (if any) set by the Payment Processor for its service; and
- ii) **bank transfer** – payments of the Fees are processed by the Subscriber by means of bank transfers.

4.3.2. The Subscriber may change the Payment Method by using functionalities of its Account. Any changes of the Payment Method will only have effect with respect to the future payments of the Fees.

4.4. Currency, Taxes and Additional Charges

4.4.1. The Fees may be quoted in Euro, Pound Sterling and U.S. Dollar currencies, as specified in the Special Terms in accordance with the choice of Subscriber.

4.4.2. The Subscriber's use of the Platform may be subject to taxes, including, but not limited to, sales, value added, withholding, use taxes or any other taxes and / or duties, payable by the Subscriber in any jurisdiction under any laws or instructions of any authority ("**Taxes**"). The Fees are exclusive of all such Taxes. An obligation to pay any such Taxes is the Subscriber's sole and absolute responsibility. In case TEAMGATE pays any such Taxes on the Subscriber's behalf, the Subscriber will indemnify TEAMGATE in full.

4.4.3. Additional charges may include, e.g., recovering, where available by TEAMGATE, of deleted and / or otherwise lost Data, importing or synchronizing the Data to the Platform, executing changes to the Subscription and / or Subscription Plan, providing other support to the Subscriber ("**Additional Charges**"). The Fees are exclusive of all such Additional Charges. The Subscriber undertakes to pay such Additional Charges when appropriate.

5. DATA AND OTHER CONTENT

5.1. Data

5.1.1. The Subscriber is solely responsible for all the Data used in connection with the Platform and takes all the risk related. The Subscriber assures that it and all of its User(s) collect, store and use the Data legally.

5.1.2. Under no circumstances TEAMGATE is responsible for the Data that the Subscriber has collected, stored, used in or inserted in the Platform. In case TEAMGATE receives any claims to this regard, the Subscriber will indemnify and hold TEAMGATE harmless as set out in Clause 10.3.

5.1.3. Downgrading the Subscription Plan cause the decrease of functionalities. This may cause part of the Data becoming inaccessible. In such event, TEAMGATE does not accept any liability for the Subscriber has lost its access to the Data. In such cases, Data shall be stored by TEAMGATE for the period specified in Clause 8.2.8. Upon receipt of the Subscriber's request, TEAMGATE may recover and transfer the Data to the Subscriber. The terms and conditions set forth in Clause 5.4.3 apply to the Subscriber in respect to the data recovery and transfer by TEAMGATE.

5.2. Other Content

5.2.1. By using the Platform, the Subscriber may be exposed to the Other Content from a variety of sources. Any Other Content is provided "as is" and "as available". Under no circumstances TEAMGATE will

be liable in any way for any Other Content or any loss / damage of any kind incurred as a result of the Subscriber's use of any Other Content.

5.2.2. The Subscriber undertakes not to use such Other Content, without the express written consent of the person who owns the rights to such Other Content.

6. PERSONAL DATA

6.1.1. The Personal Data with respect to which TEAMGATE is a controller, will be processed in accordance with the terms and conditions set in the Privacy Policy. Such types of the Personal Data are specified in the Privacy Policy. By using the Platform, the Subscriber and the User(s) are considered properly informed of such terms.

6.1.2. The Subscriber, not TEAMGATE, will be a controller of the Personal Data other than that set out in Clause 7.1.1 (this includes, but is not limited to the Personal Data of the Subscriber's customers). Acting as a processor of the Personal Data TEAMGATE will process the Personal Data in accordance with the terms and conditions set in the CPDP.

6.1.3. The Subscriber also agrees that: (a) TEAMGATE (as a controller) may process e-mail of the Subscriber / its employees and representatives (if applicable) for the purposes of direct marketing of TEAMGATE's similar products / services (this includes, but is not limited to, sending TEAMGATE's newsletters, offers, surveys, invitation to events, and etc.) during validity term of this Agreement and 1 year after its expiry / termination; (b) TEAMGATE under explicit Subscriber's consent may transfer contact details (e-mail, phone No.) of the Subscriber / its employees and representatives (if applicable) to the companies of BLUE BRIDGE group (exact list available at <https://www.bluebridge.lt/en/contacts/>) for the purposes of group's direct marketing (this includes, but is not limited to, sending newsletters, offers, surveys, invitation to events, and etc.). The Subscriber shall have a right to object to such processing / transfer anytime under the procedure described in the Privacy Policy.

7. EFFECTIVENESS. SUSPENSION. TERMINATION

7.1. Effectiveness and renewal of the Agreement

The Agreement remains effective throughout the Trial Term and / or the Subscription Term. The Agreement may be renewed upon the agreement of the Parties. The Subscriber informs TEAMGATE in writing at least 30 days prior to the end of the effective Subscription Term that the Subscriber wishes to renew the Agreement. Unless the Parties agree on conditions of the renewal of the Agreement prior to the termination of the Subscription Term, the Agreement is deemed expired.

Suspension

7.1.1. TEAMGATE has the right at its own discretion and without prior notice to the Subscriber to suspend the Account, if the Subscriber and / or the Users:

- i) are in breach of the Agreement, and / or applicable laws, rules and / or regulations;
- ii) is more than 30 days in arrear to pay any of the Fees or at least 3 consecutive attempts of the Payment Processor to charge the Subscriber's credit card was unsuccessful;
- iii) provide untrue, inaccurate, outdated or incomplete Registration Data (or TEAMGATE has reasonable grounds to suspect that it is so);
- iv) if (partially) unpaid Accounts are inactive for 30 days. In case of the Account has more than one User, the Account is not deemed inactive if at least one User is active.

7.1.2. After suspending the Account TEAMGATE will inform the Subscriber about the term within which the Subscriber must eliminate the breach which is the reason for suspension.

7.2. Termination

7.2.1. The Subscriber may at any time terminate the Agreement unilaterally and without the decision of the court by providing at least 30 days' prior written notice to TEAMGATE by sending an email message to support@teamgate.com.

7.2.2. TEAMGATE may terminate the Agreement unilaterally, without the decision of the court, by providing at least 30 days' prior written notice to the Subscriber, if TEAMGATE decides to end operations of the Platform and to close it. In this case, TEAMGATE shall compensate the Subscriber with the upfront paid Fees. The returned Fees will be proportionate to the Subscription Term remaining.

7.2.3. TEAMGATE has the right to immediately terminate the Agreement without prior notice to the Subscriber:

- i) if after the period determined by the TEAMGATE the reason for the suspension of the Account as set out in Section 8.1.1 are not eliminated;
- ii) if the Subscriber becomes the subject of a petition in bankruptcy;
- iii) upon requests by law enforcement or other government agencies;
- iv) other grounds specified in the Agreement.

7.2.4. In addition to the grounds set out above, the Agreement may be terminated by either Party in case of breach of the Agreement, by the other Party, if the infringement has not been remedied or removed during 30 calendar days after receipt of a notice from the aggrieved Party requesting to do so.

7.2.5. Consequences of Termination / Expiry

7.2.6. Upon termination / expiry of the Agreement TEAMGATE will terminate the respective Account.

7.2.7. TEAMGATE will retain the Data kept within the Account for 75 days after the termination / expiry of the Agreement. Upon expiry of the mentioned period, TEAMGATE is entitled to delete the Data without the possibility of recovery. TEAMGATE will not delete any Data stored within the Account that TEAMGATE is required to retain after the termination / expiry of the Agreement under the applicable laws.

7.2.8. Within the period specified in the Clause 8.2.7, the Subscriber can download a copy of the Data in a generally recognized format or ask TEAMGATE to transfer it. TEAMGATE will respond to such timely requests within 5 days of receipt. Data is be transmitted in .XLS or other generally accepted format.

7.2.9. TEAMGATE is not liable to the Subscriber or to any third party for any loss / damage incurred due to or in connection with the failure of the Subscriber to use of the right specified in the Clause 8.2.8 and therefore the Data was deleted without the possibility of recovery.

7.2.10. The provisions of the Sections 5, 6, 9, 10, and 11 of the General Terms shall survive any termination or expiration of the Agreement.

8. INTELLECTUAL PROPERTY

8.1.1. All rights (including copyright, intellectual and industrial property rights) to the Intellectual Property available in the Web Site, the Platform, the Content belong to TEAMGATE.

8.1.2. During the Subscription Term, TEAMGATE allows the Subscriber and its Users to use the Platform for its internal business needs, in compliance with the Agreement for the regular purpose for which the Platform is intended. Irrespective of the Subscription Fees made, the Subscriber and / or its Users do not obtain any Intellectual Property or property rights to the Web Site, the Platform, the Content.

9. DISCLAIMER. LIABILITY. INDEMNIFICATION

9.1. Disclaimer

The Subscriber expressly understands and agrees that:

9.1.1. Use of the Platform is at the Subscriber's sole risk. The Platform is made available "as is" and "as available".

9.1.2. TEAMGATE and its parent, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, attorneys, partners, licensors and other representatives ("**TEAMGATE and Related Entities**") make no warranty that:

- i) the Platform and quality of any services, information or other material obtained through the Platform will meet the Subscribers requirements and expectations;
- ii) access to the Platform will be uninterrupted, timely, secure or error-free, without Non-critical / Critical issues;
- iii) results that may be obtained from the use of the Platform will be accurate or reliable;
- iv) all errors in the Platform can or will be corrected;
- v) the Platform and any content available in conjunction with or through the Platform are free of viruses or other harmful components.

9.1.3. Any material downloaded or otherwise obtained through the Platform (i.e. Data, Personal Data, Content, Other Content) is accessed at the Subscriber's own discretion and risk. The Subscriber is solely responsible for any damage to its computer system or loss of Data that results from the download of any such material.

9.2. Limitation of Liability

9.2.1. To the extent permitted by the applicable law, TEAMGATE will not be liable for the Subscriber's losses or damage (direct or indirect) resulting from:

- i) The loss of Data;
- ii) use or inability to use the Platform;
- iii) 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 Platform;
- iv) statements or conduct of any third party on the Platform;
- v) for timeliness, deletion, improper or failure to store, import or synchronize any of the Data or to configure the Subscriber's Account settings;
- vi) for any Data that may be lost or unrecoverable by reason of the Subscriber's and / or its Users' failure to manage the Data properly;
- vii) unauthorized access to, alteration of, deletion of, corruption of or failure to store any Data;

viii) any modifications to the terms of use of the Platform (this includes, upgrading or downgrading the Subscription Plan, Fees and etc.).

9.2.2. Notwithstanding anything to the contrary contained in Clause 10.2.1, TEAMGATE's maximum aggregate liability to the Subscriber (if any) for any causes whatsoever, and regardless of the form of action, will at all times be limited to the Subscription Fees actually paid, by the Subscriber to TEAMGATE in the period of 6 months prior to the action giving rise to liability.

9.3. Indemnification

9.3.1. The Subscriber agrees and undertakes to indemnify and hold harmless TEAMGATE and Related Entities from and against any claims, losses, damages, liabilities or demands, including reasonable attorneys' fees, brought by any third-party due to or arising out of, or in connection with the Subscriber's and / or its Users' use of the Platform.

9.3.2. TEAMGATE reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which the Subscriber is required to indemnify TEAMGATE, and the Subscriber agrees to cooperate with such defense of these claims.

9.4. Force Majeure

Neither Party will be liable to the other for any failure or delay in performance by *force majeure* circumstances, provided that the Party seeking to rely on such circumstances gives written notice of such circumstances to the other Party hereto and uses reasonable efforts to overcome such circumstances.

10. GENERAL PROVISIONS

10.1. Applicable Law

The applicable law is determined by taking into account the Domicile of the Subscriber, i.e.:

Domicile of the Subscriber:	Applicable Law and Dispute Resolution:
Lithuania	The Agreement shall be governed by and construed in accordance with the laws of the Republic of Lithuania
Other jurisdictions	The Agreement shall be governed by and construed in accordance with the laws of the England and Wales

The Parties agree to submit to personal and exclusive jurisdiction of the courts as provided for in the table above, regardless of the Subscriber's world-wide physical location and / or jurisdiction where the Subscriber purchased Subscription or use the Platform.

10.2. Modification

10.2.1. TEAMGATE has the right at any time at its sole discretion to change, modify, add or remove portions of the General Terms, the CPDP, the Privacy Policy and other documents incorporated to this Agreement by the reference. In this case, TEAMGATE at least 30 day in advance will inform the Subscriber about such changes by notification.

10.2.2. The Special Terms may be modified only by mutual agreement by and between the Parties.

10.3. Waiver and Severability

Any Party's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court to be invalid, other provisions of the Agreement shall remain in full force and effect.

10.4. No Right of Survivorship and Non-Transferability

If the Subscriber is a natural person, his / her Account is non-transferable and any rights to the Account or the Data terminate upon his / her death. Upon receipt of a copy of a death certificate, the Account is terminated and all Data therein is permanently deleted.

10.5. Assignment

This Agreement and any rights or obligations hereunder shall not be assigned or otherwise transferred by any of the Parties without prior written consent of the other Party.

10.6. Marketing

Unless otherwise specified in the Special Terms, the Subscriber agrees to be identified as TEAMGATE's customer and agrees that TEAMGATE referred to the Subscriber by name, trade name and trademark, if applicable, and briefly described the Subscriber's business in TEAMGATE's marketing materials.

10.7. Confidentiality

10.7.1. Confidential Information means all confidential information of the Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**") that is designated in writing as confidential. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party ("**Confidential Information**").

10.7.2. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

10.8. Language

The original language of the Agreement is Lithuanian. TEAMGATE will make available the translations of the Agreement in certain other languages at the separate Subscriber's request. In case of conflicts between the original Lithuanian version and the translations into other languages, the Lithuanian version will prevail.

11. SCHEDULES:

11.1.1. **Schedule 1:** Short Description of Platform.

Version of the General Terms: 2019v1

TERMS OF USE AGREEMENT
GENERAL TERMS OF PLATFORM

SCHEDULE 1
SHORT DESCRIPTION OF PLATFORM

1.1. Platform functionalities

1.1.1. Platform functionalities available to the Subscriber during the Subscription Term depend on the Subscription Plan purchased by the Subscriber.

1.2. General practices and limits

1.2.1. General practices and limits concerning use of the Platform are established by TEAMGATE, including without limitation, maximum: days that the Data will be retained by means of the Platform; number of email messages that may be sent from or received by means of the Account; size of any email message that may be sent from or received by means of the Account; disk space that will be allotted on the Platform for the Subscriber, and etc.

1.2.2. TEAMGATE has no responsibility or liability for loss, improper delivery or failure to store, import or synchronize any of the Data, other communications maintained or transmitted on, through or by the Platform or to configure the Subscriber's and its Users' settings.

1.3. Technical Support

TEAMGATE will provide reasonable technical support to the Subscriber and its Users under the terms of the SLA.

1.4. Additions and Modifications to the Platform

1.4.1. TEAMGATE is constantly innovating and improving the Platform. From time to time TEAMGATE may offer certain additions to the Platform for the purpose of their testing and efficiency evaluation. TEAMGATE reserves the right to fully or partially discontinue or suspend, at any time and from time to time, temporarily or permanently, any of the additions to the Platform with or without notice to the Subscriber. TEAMGATE will be the sole judge of the success of such testing and the decision, if any, to offer such additions to the Platform as permanent commercial services for additional Fees or free of charge as a part of the Subscription.

1.4.2. TEAMGATE reserves the right at any time and from time to time to modify the Platform at its sole discretion with or without notice to the Subscriber. Modifications to the Platform shall constitute, but will not be limited to, rebranding the Platform; stopping (permanently or temporarily) to provide or discontinuing to develop the Platform (including any particular feature, part, element, or resource thereof); modifications of the functionalities available under a certain Subscription Plan. Any modifications reducing functionality of the Platform, available at the time the Subscriber has purchased the Subscription Plan, shall become effective only upon the termination of the ongoing Subscription Term.

1.5. Use of the Platform

1.5.1. The Subscriber will be solely and fully responsible for all activities that occur during the use of the Platform, regardless of whether the activities are undertaken by the Subscriber, its Users, its employees or a third party (including the Subscriber's contractors or agents).

1.5.2. The Platform may only be used in compliance with the provisions of this the Agreement, and / or applicable laws, rules and / or regulations. The person may not use the Platform, if he / she / it is a direct competitor of TEAMGATE, except with TEAMGATE's prior written consent.

1.5.3. Use of the Platform is subject for certain communications from TEAMGATE. Such communications (e.g. service announcements, administrative messages) are part of the use of the Platform and the Subscriber will not be able to opt out of receiving them.

1.6. Access to the Platform

1.6.1. The Internet is necessary for the use of the Platform. The Platform is accessible via Web Site or by using the Mobile Application.

1.6.2. The Subscriber is responsible for obtaining access to the Platform, which may involve third-party fees (such as Internet service provider charges), as well as for all equipment necessary to access and use the Platform.

1.7. Mobile Applications

1.7.1. TEAMGATE offers applications that allow the Subscriber and its Users to access the Platform on mobile device. Usage of the Platform through mobile applications could be limited with fewer functions or tools.

1.7.2. Any such mobile applications offered by TEAMGATE is part of the Platform, and, as such, usage thereof is subject to this Agreement. Normally TEAMGATE offers mobile applications free of charges; however, should any third party (Google Play, App Store etc.) applied charges to download the application, such charges shall not be inclusive in the Fees.