MatchWare MindView Online Terms of Service

These are the Terms of Service (Agreement) that govern Your rights to use the Service and the free trial of the Service. This Agreement, unless explicitly stated, also govern any additional features that may be added to the Service.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You must be 13 or older, or 16 or older in the European Union, to register for an individual MatchWare Account. Schools that participate in the primary and secondary education Subscription program may assign an account to a child under 13 (under 16 in the EU) subject to applicable laws and MatchWare's Privacy Policy.

1. DEFINITIONS

"Account" means the Account purchased from MatchWare in which several Users can be created.

"Account Owner" means the company or other legal entity and Affiliated Enterprise of that company or entity that purchase an Account.

"Affiliated Enterprise" means a subsidiary or affiliated company to the Account Owner, in which the Account Owner holds controlling interests. This is generally defined by the Account Owner holding more than 50% of the shares. This Agreement allows a global Affiliated Enterprise to be enrolled.

"MatchWare" means the MatchWare company described in Section 15.3 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"Service" means MindView Online, made available by MatchWare via https://www.mindviewonline.com, including offline components as described in the User Guide. To gain access to the Service, Users, at their own expense, will have to have access to the Internet.

"Subscription" means the subscription purchased from MatchWare, which defines how many Users are allowed to access the Service for the period of time covered by the Subscription.

"Parent Subscription" means a subscription such as MindView Suite Subscription, Educational Subscription, or Enterprise Subscription that provides You access to the Service.

"Effective Date" shall be the date of invoice for the Service.

"External User" means a User or Account Owner belonging to another Account. The Service allows You to collaborate with External Users from other Accounts.

"Free Trial" means the Service made available by MatchWare for testing purposes without any expense to You for a designated period of time. MatchWare reserves the right to determine the length of the trial period and to change the feature offering made available during such trial period. MatchWare reserves the right to charge You for specific customization of the trial version such as, but not limited to, user configuration and general setup. You will be notified by MatchWare if any customization fees apply.

"Viewer" means a Read Only version of the Service. The Service will become a Viewer when the Subscription has expired.

"User Guide" means the online User Guide for the Service, as updated from time to time.

"Users" means individuals who are authorized by You to use the Service under Your Account, for whom Subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You. You cannot share the same identification and password between multiple Users. Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"Third Party Applications" mean any external applications that the Service is dependent on to perform specific functions such as, but not limited to, screen sharing and data management systems.

"You" or **"Your"** means the Account Owner or any authorized User of the Account. The Account owner and Users are also referred to as Internal Users.

"Your Data" or **"Content"** means all electronic data or information submitted by You to the Services.

2. USE OF SERVICE

2.1 Your Responsibilities

A. You shall be responsible for acceptance and compliance with this Agreement.

B. You may not make the Service available to anyone other than Users, sell, resell, rent or lease the Service.

C. You shall use reasonable commercial efforts to prevent unauthorized use of the Service and inform MatchWare immediately when such unauthorized usage is known.

D. You shall be responsible for maintaining the confidentiality of usernames and passwords.

E. You shall be responsible for the contents submitted through the Service in terms of legality, accuracy and integrity of Your Data. You may not store or submit tortuous, infringing or libelous material, nor Data that violates with third party rights.

F. You may not store and submit any Malicious Code such as viruses, worms, Trojan horses etc.

G. You may not interfere or disrupt the Service or servers or networks related to the Service, including attempting to gain unauthorized access to the Service and its related systems.

H. You may not upload, email, transmit, post or make available any Data that is of a "spamming" nature.

2.2 MatchWare Responsibilities

2.2.1 Service Accessibility

MatchWare will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for scheduled maintenance, Force Majeure, or Internet service provider failures or delays. MatchWare will give at least 24 hours notification on scheduled maintenance through the Service. However, when urgent major fixes need to be performed, MatchWare will reserve the right to engage in emergency maintenance without prior notice. MatchWare makes no warrants of service accessibility in conjunction with Third Party Applications.

3. USAGE LIMITATIONS

The Service is subject to limitations such as, but not limited to, the storage space You purchased with the Service, scheduled maintenance, Your Internet service provider etc. You are provided 1GB of storage space per User.

4. PAYMENT AND FEES

The Service is sold as a yearly Subscription for which the Account Owner is invoiced. Your credit card or other form of payment will be charged or otherwise debited annually. MatchWare or its online e-commerce partner will store Your payment information (e.g. credit card information) in order to automatically renew Your Subscription.

Your Subscription will automatically be renewed and You will be charged or invoiced unless You notify MatchWare prior to the renewal date that You do not wish to renew. If You are an Educational entity where it has been agreed that a new Purchase Order has to be issued prior to the renewal Your Subscription will not be renewed until a new Purchase Order has been processed by MatchWare.

Payment obligations are non-cancelable and fees paid are non-refundable. Reducing the number of User licenses shall only take effect at the end of the then current Subscription Period, and shall not involve any form of repayment or refund. If You have purchased multiple User licenses as a bundle, if applicable, such licenses cannot be disaggregated and You will not be entitled to credit or swaps even if You decide not to install all licenses purchased as a part of the bundle.

You are responsible for paying all taxes associated with Your purchase. In the event that MatchWare has a legal obligation to collect such taxes, MatchWare shall add the applicable taxes to the sales price payable by the Account Owner.

4.1 Parent Subscription

If You are using the Service through a Parent Subscription, payment and fees from the Parent Subscription You entered with MatchWare will apply.

5. TERM AND TERMINATION

5.1 Term

The term of the Agreement will be for a period of (1) one year from the Effective Date, hereafter referred to as the initial Subscription Period. Thereafter, this Agreement will renew automatically for successive one (1) year periods, unless it is terminated in writing or through automated cancellation links by one of the parties prior to the end of the current Subscription Period.

Termination of the Agreement is only effective if one party gives notice of termination to the other party prior to the end of the then current Subscription Period. In the event that a notice of termination is not given in accordance with these rules, the Agreement will renew automatically for another (1) one year Subscription Period at the then current list price.

If You have entered a Multi-Year Subscription Agreement, such as, but not limited to, an Educational or Enterprise site license Subscription, the term will be from the effective date till the last day of the last Subscription Period. The renewal of such Multi-Year Subscriptions will be subject to the Agreement entered.

For the avoidance of doubt, any such termination shall only take effect at the end of the then current Subscription Period, and shall not involve any form of repayment or refund.

5.2 Termination for Cause

Either Party may terminate this Agreement early in accordance with the following terms and conditions: (i) immediately upon written notice to the other party in the event that the other party is bankrupt or dissolved or makes an assignment of all or substantially all of its assets for the benefit of its creditors or (ii) upon thirty (30) calendar days prior written notice to the other party in the event of a material breach by the other party of any terms and conditions of this Agreement and the failure to cure such material breach during such thirty (30) calendar day period. If either party defaults on its material obligations under this Agreement, the non-defaulting party shall notify the defaulting party in writing specifying the nature of the default.

5.3 Effect of Termination

Upon any termination for cause by You, MatchWare will refund You pro-rated prepaid fees for all Subscriptions for the remainder of the current Subscription period. Upon any termination for cause by MatchWare, You shall pay any unpaid fees covering the remainder of the current Subscription period after the termination date. In no event shall any termination relieve You of the obligation to pay any fees payable to MatchWare for the period prior to the effective date of termination.

5.4 Parent Subscription

If You are using the Service through a Parent Subscription, Term and Termination from the Parent Subscription You entered with MatchWare will apply.

6. STORAGE OF DATA AND GENERAL PRACTICE

When a Subscription expires MatchWare will store Your Data for 60 days allowing You to access Your Data if You decide to extend the Service within the 60 days. When using the free trial Your Data will also be stored for 60 days after the free trial expires, allowing You to access Your Data if You purchase the Service within the 60 days. After the Subscription expires the Service turns into a Viewer, allowing You read only access to Your documents. Unless the Subscription is renewed, all Your online documents will be deleted after 60 days. MatchWare reserves the right to change without notice the length of time Your Data is stored after a Subscription expires or the free trial expires.

MatchWare will use commercially reasonable efforts to store Your Data securely. You agree that MatchWare has no responsibility or liability for the deletion of Your Data stored or transmitted by the Service. You agree that when the Account You are working in has reached its storage limit no more contents can be submitted unless You purchase additional storage space.

6.1 Data Integrity

MatchWare does not control the Data submitted through the Service and therefore does not guarantee the legality, accuracy and integrity of such Data.

6.2 Disclosure

You acknowledge, consent and agree that MatchWare may access, preserve and disclose Your Data if required by law to do so or in a good faith belief that such actions are reasonably necessary to enforce these Terms of Service, comply with the legal process, respond to claims that Your Data violates the rights of third parties, respond to Your requests for customer service and protect the rights, property and personal safety of MatchWare, Users and the public. You agree that MatchWare reserves the right to modify and change general practices and limits from time to time.

6.3 Statistics

You acknowledge, consent and agree that MatchWare may use Your Data for usage statistics to enhance future development of The Service, as long as MatchWare removes all references to You and personal information of Users included in Your Data.

7. SPECIFIC SOFTWARE TERMS AND CLIPART

7.1 MindView Public Maps Library

When publishing documents to the MindView Public Maps Library, You accept and agree to the Terms of Service to the Public Maps Library (https://link.matchware.com/tos_publicmaps). You understand and agree that the documents published and shared on the Public Maps Library are viewable for everyone and can be downloaded and used by other Users according to the Terms of Service.

7.2 MindView Drive

When using MindView Drive to save, share, and collaborate on documents, You accept and agree to the Terms of Service to MindView Drive (https://link.matchware.com/tos_mindviewdrive).

7.3 MindView Assist

When using MindView Assist, You accept and agree to the Terms of Service to MindView Assist (https://link.matchware.com/tos_mindviewassist).

7.4 AI Features

The Service includes the MindView AI feature. Further details regarding the functionality and operation of this feature are available here: AI Specification. MatchWare reserves the right to limit the service for users making over extensive use of the AI service. By accepting this Agreement, You acknowledge that AI content is machine generated, not copyrighted and does not represent MatchWare's views. AI generated content may not be correct and output should be reviewed before use or reliance.

7.5 Clipart

This Service may contain clipart ("Clipart") such as images and icons etc. All intellectual copyright for the Clipart is owned by MatchWare A/S or licensed by MatchWare A/S.

MatchWare grants You a non-exclusive, non-sublicensable right to use the Clipart in documents and websites created with this Service. There is no royalty due for such use to MatchWare. The Clipart may not be sublicensed or made available to any person or entity that does not have a legal license of this Service.

8. PRIVACY AND DATA

In the event that MatchWare is a data processor or sub-data processor of personal data in connection with a Product or the provision of Professional Services, MatchWare treats Your personal data in compliance with applicable laws. For more information, see MatchWare's Privacy Policy and Data Security Policy.

9. SUPPORT

MatchWare will provide online support (Level 1) for the Service at no additional charge.

To access the FAQ: https://faq.matchware.com/en/

Submit questions under the "Contact" tab.

Phone support (Level 1) is provided for technical issues (including Service defects), but not custom configurations, operational inquiries or general use. Phone support can be obtained at these offices during normal business hours:

MatchWare US: 1-800-880-2810, 9am to 6pm EST

MatchWare UK: +44 208 940 9700, 9am to 6pm GMT

MatchWare France: (0)810000172, 9am to 6pm GMT+1

MatchWare Germany: 040 543764, 9am to 6pm GMT+1

MatchWare DK: +4586208820, 9am to 5pm GMT+1

For Level 2 and 3 support, which includes custom configuration, operational inquiries, general use and training, You must purchase Support Packages.

MatchWare will use its best efforts to recreate and resolve defects with respects to the Service. However, You might be asked to validate Your issues in an isolated environment in order to proceed with a resolution. If MatchWare needs to access Your Data, You must provide MatchWare written consent and acceptance therefore.

Support is available in English, French, German, and Danish.

Business hours and languages supported are subject to change by MatchWare at any given time as long as the support level is not reduced.

10. INTELLECTUAL PROPERTY RIGHTS

MatchWare A/S or its affiliates own all intellectual property rights in and to the Service and the accompanying user documentation (including all enhancements, additions, modifications, or material alterations thereto and copies thereof). You acknowledge and agree that nothing in this Agreement shall, or shall be construed to, grant You any rights to patents, copyrights, trade secrets, trade names, trademarks, or service marks within, in, or associated with MatchWare or the Service, whether registered or unregistered. MatchWare A/S retains all rights not expressly granted.

10.1 Suggestions

MatchWare will have worldwide, irrevocable, royalty-free, perpetual license to use, develop and include in the Service any suggestions, recommendations or improvement requests or feedback from You, including Users, to the Service.

11. CONFIDENTIALITY

11.1 Definition of Confidential Information

"Confidential Information" means information of value to the owner of such information, not generally known to the public, and treated as confidential. Confidential Information shall include Your Data, MatchWare Confidential Information shall include the Service, and Confidential Information may include Terms of Service in this Agreement. For the avoidance of doubt, Confidential Information includes all proprietary software, documentation, and business information, including, but not limited to, software applications, software application releases, licensing, pricing, techniques, algorithms, processes, financial information, sales and marketing information.

However, Confidential Information (other than Your Data) does not include information that: (a) is publicly available prior to or at the time of disclosure, or later becomes publicly available through no act of the Receiving Party; (b) was, prior to disclosure hereunder, rightfully known to the Receiving Party (other than in connection with this Agreement) without confidentiality restriction; (c) is developed by the Receiving Party independently of any of the Confidential Information received in confidence from Disclosing Party, as evidenced by the Receiving Party's written records; or (d) is rightfully received by the Receiving Party from a third party without restriction and without breach of any obligations of confidentiality running to the Disclosing Party.

Each party acknowledges that, as a result of this Agreement, it may gain access to certain Confidential Information of the other party. For purposes of this Agreement, the party disclosing Confidential Information is

considered the "Disclosing Party", and the party receiving such Confidential Information is considered the "Receiving Party".

During the term of this Agreement and for a period of five (5) years thereafter, each Receiving Party agrees:

a. To hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of (but no less than reasonable) care and protection that it exercises with its own Confidential Information of a similar nature;

b. Not to reproduce, reverse engineer, decompile, or disassemble the Confidential Information by any means or for any purpose;

c. Not to directly or indirectly disclose, distribute, or otherwise make available any Confidential Information of the Disclosing Party to a third party;

d. Not to copy or use Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill Receiving Party's obligations or exercise its rights under this Agreement;

e. To disclose the other party's Confidential Information only to its employees with a need to know in order to fulfill such party's obligations hereunder and who have been informed of and have agreed to abide by the provisions of this Agreement; and

f. To disclose Confidential Information of the Disclosing Party to the extent that such disclosure is approved in writing by the Disclosing Party or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

12. WARRANTIES AND DISCLAIMERS

12.1 Warranties

YOU AGREE TO AND UNDERSTAND THAT EXCEPT AS SUCH DISCLAIMER MAY BE LIMITED BY APPLICABLE LAW OR AS OTHERWISE SET FORTH HEREIN:

1. MATCHWARE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT;
2. MATCHWARE MAKES NO WARRANTY WITH RESPECT TO PERFORMANCE, SECURITY, CAPABILITY, CURRENTNESS, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS;
3. MATCHWARE MAKES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, SECURE AND UNINTERRUPTED, NOR THAT ERRORS WILL BE CORRECTED;
4. MATCHWARE MAKES NO WARRANTY FOR UNAUTHORIZED USE OF THE SERVICE. USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RISK.

13. LIMITATION OF LIABILITY

The entire and exclusive liability and remedy for breach of the foregoing limited warranty shall be limited to refund provided in Section 5 (Term and Termination). In no event shall either party be liable to the other party for any special, indirect, consequential, exemplary, punitive, incidental, or similar damages, including but not limited to, loss of profit, data, or use of the Service, even if MatchWare has been advised of the possibility of such damages. MatchWare makes no representation or warranty that the Service or documentation are "error free" or meet any of the Users particular standards, requirements, or needs. In no event shall MatchWare's liability exceed the amount paid by You hereunder in the 12 months preceding the incident. To the extent that applicable law does not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages the above limitation or exclusion may not apply to You.

14. MUTUAL INDEMNIFICATION

14.1 Indemnification by MatchWare

MatchWare will, at its expense, indemnify, defend and hold You harmless against any and all action brought against You to the extent that it is based on a claim that the Service or any part thereof or any MatchWare trademark used in relation thereto, when used within the scope of this Agreement, infringes any trademark, copyright, trade secret, patent or other intellectual property right, and MatchWare will pay any costs, damages and/or attorneys' fees awarded against You in such action or payable pursuant to a settlement agreed to by MatchWare. The foregoing obligation shall be subject to You notifying MatchWare promptly in writing of the claim, giving MatchWare the exclusive control of the defense and settlement thereof, and providing all reasonable assistance in connection therewith.

14.2 Indemnification by You

You will, at Your expense, indemnify, defend and hold MatchWare harmless against any and all action brought against MatchWare by a third party alleging that (i) Your Data or MatchWare's transmission or hosting thereof infringes or violates the rights of the third party (ii) Your Data and transmission of Your Data infringes or violates the rights of the third party (iii) Your use of the Service infringes or violates the rights of the third party (iv) Your use of the Service failed to comply with applicable laws, rules or regulations in its performance of this Agreement. You will pay any costs, damages and/or attorneys' fees awarded against MatchWare in such action, or any amounts paid by MatchWare under a court-approved settlement thereof, provided that MatchWare promptly give You written notification of the action and give You sole control of the defense and settlement of the claim against MatchWare.

15. GENERAL TERMS

15.1 Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

Neither this Agreement nor any of the rights, interests or obligations of either party shall be assigned or transferred by either party without the prior written consent of the other party, provided, however, that either party may assign this Agreement pursuant to a merger, acquisition, or similar transaction. All of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties.

15.2 Notices

Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service, delivered by facsimile transmission confirmed by first class mail, or mailed by certified or registered mail, return receipt requested, to a party at its address set forth herein or as amended by notice pursuant to this subsection. If not received sooner, notice by mail shall be deemed received seven (7) days after deposit. Who You should direct notices to depends on where You are domiciled, see Section 15.3.

15.3 Governing Law and Who You Are Contracting With

Who You are contracting with depends on where You are domiciled along with the Governing Law and Jurisdiction:

Domiciled in:	MatchWare Entity	Notices sent to:	Governing Law
North, South or Central America, Australia and New Zealand	MatchWare Inc. 311 S. Brevard Ave. Tampa, FL 33606 USA	Legal Department Fax: + 1-813-254-6654	Florida and controlling United States Federal Law
Scandinavia	MatchWare A/S P. Hiort-Lorenzens Vej 2A	Legal Department Fax: +4587303501	Danish Law

	8000 Aarhus C Denmark		
Germany, Austria, Switzerland	MatchWare GmbH Anckelmannsplatz 1 20537 Hamburg Deutschland	Legal Department Fax: +4940543789	German Law
UK, France and Rest of the World	MatchWare Ltd. 3-5 Red Lion Street Richmond, TW9 1RJ, UK	Legal Department Fax: +442083322170	UK Law

15.4 Relationship of the Parties

The parties hereto are independent contractors. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other; neither shall contract in the name of the other nor assume or create any obligations, debts, or liabilities for the other. Neither party relies on any promises, inducements or representations made by the other except as expressly provided in this Agreement. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business entity of any kind between the parties.

Either party may include the other party in a customer or vendor list. You also agree to consider the following upon request from MatchWare: (i) participate in case studies and in Return of Investment studies, (ii) serve as a reference, link exchange and use of Your logo as reference on MatchWare's website, (iii) collaborate on press releases announcing the relationship.

15.5 Upgrade and Training Webinar Emails

By accepting this Agreement You accept and agree that You will be receiving emails about upgrades to the Service and free training webinars. You can opt-out of the MatchWare email campaigns at any time.

15.6 No Waiver

No waiver of any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way effect the ability of either party to enforce each and every such provision thereafter.

15.7 Force Majeure

Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party; provided that any such nonperformance shall be cause for termination, by the other party if the nonperformance continues for more than one hundred and twenty (120) days.

15.8 Attorneys' Fees

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

15.9 US. Government Restricted Rights

This Service and documentation are provided with RESTRICTED RIGHTS. The Service and documentation are developed at private expense and no part of them is in the public domain. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph c(1) and (2) of the Commercial

Computer Software Restricted Rights clause at FAR 52.277-19 or subparagraph c(1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227 - 7013. Manufacturer is MatchWare A/S, P. Hiort-Lorenzens Vej 2A, 8000 Aarhus C, Denmark.