# Terms of service

### **Definitions**

"Service" refers to the WBoard (White Board) app and Service which includes, but is not limited to, this progressive web application (PWA) and its add-ons.

"You" (or "you") refers to any individual that signs up for this Service as end user, or the legal entity that you the individual is authorised to represent. If you are accessing the Service on behalf of your employer, you warrant that you have the authority to agree to these terms on your employers' behalf.

"We", "Our" and "Web Clinica" refers to Web Clinica ltd, the company behind this service.

### **Acceptance of terms**

This is an agreement between You the end user and Web Clinica. By using this Service, You consent to all parts of these **Terms of service** and the <u>Privacy Policy</u>. Do not use this service if you don't agree to ALL of our terms.

#### User content

Web Clinica does not claim any ownership over content that you as user and customer submit or upload to this Service. However, you agree that Web Clinica can store and use the content to provide this Service.

You agree that you are fully responsible for the content that you submit or upload, and have the necessary permissions to do so.

### **Privacy policy**

Please see Web Clinica Privacy Policy

### **Service availability**

We endeavour to provide a high availability of this Service. Therefore, we have a production system with regular overnight backups. If the production site / app is down, users can raise the request with our support team (please use 'Contact us' form on the <a href="Home page">Home page</a>) and we will try to restore the service as soon as possible. We make no guarantees of service availability, but we strive to provide high availability of our services and products in hosted environment.

## **Data security**

We take data security seriously and strive to follow best practices for securing your data. We encrypt all communication to and from the servers that are used to provide this Service by deploying SSL type of encryption.

We take database backups daily and store them on geographically different locations. All passwords are salted and hashed before they are stored.

Our employees will only access your account details if you request support and we cannot complete the work without it. While in most cases this is not needed any information seen while helping you will not be disclosed without your consent, by our employees to third party that may assist us in providing better support and service to you the customer. We strive to keep our servers trimmed down and lean, without unnecessary services running or unnecessary ports open.

### **Intellectual property rights**

You agree that you will respect the copyright of the source code and IP of our products and of the services that we provide to you.

You also agree that you will not try to reverse engineer the source code of our products and service.

### Fair usage

You agree that you will not attempt to overload or intentionally disrupt our service. If we suspect that you do so then your account may be suspended or removed without warning.

### **Limitation of liability**

THIS SERVICE IS PROVIDED BY THE COPYRIGHT HOLDERS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE..

### **Licensing information**

Current license cost per month is:

1-29 users: £2230-49 users: £3350+ users: £55

### **Contact information**

If there are any questions regarding this Terms of service, you may contact us via our support and 'Contact us' form on the <a href="Home page">Home page</a>

If we decide to change our Terms of service, we will post those changes on this same page.