

## Licence AGREEMENT FOR THE APPLICATION *D-RISK FX Budget & BI* (“D-Risk”)

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Welcome to *D-RISK FX Budget & BI* (“D-Risk”), a proprietary application software-as-a-service (the “**Solution**”), which is owned and operated by Treasurisks Inc. (“**Treasurisks**,” “**we**,” “**our**,” and “**us**”). The Solution gives You access to a cloud-based application and related features that allows businesses to manage their foreign exchange risks (collectively, the “**Service**”).

The content available on the Solution and/or the Service generally consists of (a) content owned by Treasurisks, including but not limited to the Treasurisks logos, D-RISK or other trade and/or service marks that are the property of Treasurisks, the trade dress and “look and feel” of the Solution (the “**Marks**”) and content created and/or acquired and owned by Treasurisks (“**Treasurisks Content**”), (b) possibly content owned by third parties and licenced to Treasurisks for specific uses on the Solution and/or for the Service (“**Third-Party Content**”), and (c) user content, which is content that may be uploaded to the Solution and/or the Service by You (“**User Content**”). As between You and other users, the content posted by other users is considered to be “Third-Party Content.” All of the foregoing are collectively referred to as “**Content**”.

PLEASE READ VERY CAREFULLY ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS Licence AGREEMENT (“**License**”). BY DOWNLOADING, ACCESSING AND/OR USING THE SOLUTION AND/OR THE SERVICE, YOU AND THE ORGANIZATION YOU REPRESENT (collectively “**You**”, “**Your**” or “**Yourself**”) ARE AGREEING TO BE BOUND BY THIS Licence. **IF YOU DO NOT AGREE TO ANY TERMS OF THIS Licence, YOU ARE NOT PERMITTED TO USE THE SOLUTION AND/OR THE SERVICE, AND YOU HAVE TO EXIT AND DISCONTINUE ANY AND ALL USE OF THE SOLUTION AND/OR THE SERVICE IMMEDIATELY.**

This License forms a binding legal agreement between You and Treasurisks and it will commence on the date that You download the Solution or access the Services, whichever is sooner. You represent and warrant that You have the right, authority, and capacity to accept and agree to this License.

### **1. LICENCE GRANT**

Upon payment of fees, Treasurisks hereby grants You a revocable, non-exclusive, non-transferable, limited licence under copyright to download (if applicable), install, and use the Solution and use the Service during the Term of this License for Your own purposes and strictly in accordance with this Licence.

### **1.1. Acceptable Use.**

- (a) You may use the Solution and/or the Service solely for Your business purposes. You may not use the Solution and/or the Service commercially, including without limitation to (i) offer to third parties a service of Your own that uses the Solution and/or the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of Your own, without the prior written consent of Treasurisks.
- (b) You agree that You will not use or encourage others to use the Solution and/or the Service as accessed through the Solution in a way that could harm or impair others' use of the Solution and/or the Service.

### **1.2. Use restrictions.**

You may not, whether Yourself or through any other means or person:

- (i) make the Solution and/or Service available to, or use the Solution and/or Service for the benefit of, anyone other than Yourself, except as expressly permitted in this Licence;
- (ii) market, sell, exploit, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, forward, rent, lease, or authorize or permit access or use of any portion of the Solution and/or the Service for commercial purposes or in any other way that is not expressly permitted in this Licence;
- (iii) reverse engineer, decompile, or disassemble the Solution and/or the Service platform, except and only to the extent that such activity is expressly permitted by applicable law;
- (iv) copy the Content of the Solution and/or the Service platform or any part, feature, function thereof, including by creating (or assisting in the creation of) a digital system to manage foreign exchange exposure or by creating a database systematically downloading and storing all or any of the Content from the Solution and/or Service;
- (v) create a browser or border environment around the Content of the Solution and/or the Service (e.g. no frames or inline linking);
- (vi) use the Solution and/or the Service in a manner which infringes or violates any of the intellectual property, proprietary, or other rights of any third party or remove any copyright and other proprietary notices contained in the Solution;
- (vii) engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing or use any robot, spider, scraper or other automated means to access the Solution and/or the Service's database for any purpose without the express prior written permission of Treasurisks;
- (viii) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' copyrights, and other intellectual property rights;

- (ix) transmit or otherwise make available in connection with the Solution and/or the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- (x) interfere with or disrupt the integrity or operation of the Solution and/or the Service, or the servers or networks that host the Solution and/or the Service or make it available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- (xi) transfer or assign Your Solution and/or the Service accounts' password, even temporarily, to a third party; and
- (xii) use the Solution and/or the Service in any way that would breach applicable local, national or international law or regulation, that would be unlawful or fraudulent or for an immoral or unauthorized purpose.

Your failure to comply may result (at Treasurisks's discretion) in the termination of Your access to the Solution and/or the Service and expose You to liability.

## **2. REGISTRATION**

Your use of the Solution and/or the Service requires that You have an account on D-RISK, pay the required Licence fees, and that You sign up on the Solution, which requires You to choose a password, and provide Your email address, and possibly additional information regarding Your account. You hereby acknowledge and agree that (a) You are representing that You are providing true, accurate, current and complete information about Yourself as prompted by the "sign up" and "profile" forms available on our Solution and (b) You are obliged to maintain and promptly update such "sign up" and "profile" information to keep it true, accurate, current and complete. If the information provided is untrue, inaccurate, incomplete or not current or if we have reasonable reasons to believe so, we reserve the right to suspend or terminate Your account and refuse any and all current or future access to and/or use of the Solution and/or the Service (or any portion thereof).

You are also responsible for maintaining the confidentiality and security of Your password and all other account information, and You are fully responsible and liable for all access to, and use of, the Solution and/or the Service that occurs under Your password or account. You agree to immediately notify us by e-mail to [info@Treasurisks.com](mailto:info@Treasurisks.com) of any unauthorized use of Your password or account or any other breach of security. Treasurisks will not be liable for any loss or damage arising from Your failure to comply with this section.

### **3. CHANGES.**

#### **3.1. Modifications to this Licence**

We reserve the right to modify this Licence (or any part thereof) from time to time and for any reason, and, to the greatest extent permitted by law, such modifications shall be effective upon posting the most current version of this Licence on this Solution. By continuing to access and/or use our Solution and/or the Service after any such modifications are posted, You are agreeing to be bound by those modifications. You acknowledge and agree that it is Your responsibility to monitor the Solution for the posting of modifications and to review such modifications on a regular basis, as they are legally binding on You. If You do not agree to be bound by any future modifications of this Licence or dissent to any updated terms when made available, Your exclusive remedy is to discontinue Your use of the Solution and/or the Service or delete the Solution (if applicable). Except as otherwise expressly provided, any new features, tools, products and/or services that change, augment, enhance or upgrade the current Solution and/or the Service will be subject to this Licence.

#### **3.2. Updates, Upgrades, Modifications and Termination of Solution and/or Service**

We aim to update our Solution regularly, and may change the Content at any time but we are under no obligation to update such material. We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Solution and/or the provision of the Service, or any portion thereof, with or without notice. You understand that in those circumstances You may no longer have access to the Content that is stored within the Solution and You agree that we will not be liable to You or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Solution and/or the Service.

Treasurisks may deploy changes, patches, bug fixes, updates, upgrades or enhancements or other modifications to improve the performance of the Solution and related services at any time (the “**Upgrades**”), without providing any additional notice or receiving any additional consent from You. You agree to promptly install such non-automatic Upgrades as are required to use the Solution in accordance with the instructions provided by Treasurisks. You also hereby consent to automatic Upgrades, which will be automatically installed as You continue to use the Solution and/or the Service. If You do not agree to be subject to these automatic Upgrades, Your exclusive remedy is to discontinue Your use of the Solution and/or the Service or delete the Solution if applicable.

Treasurisks may provide maintenance and support for the Solution, but has no obligation whatsoever to furnish such services to You and may terminate such services at any time without notice.

#### **4. PRIVACY AND ELECTRONIC COMMUNICATIONS**

##### **4.1. Privacy**

In order to operate the Solution and provide the Service, Treasurisks may collect and process certain information about You. Treasurisks uses and protects that information in accordance with its [Privacy Policy](#). By using our Solution and/or the Service, You consent to such processing and You warrant that all data provided by You is accurate.

##### **4.2. Consent to Electronic Communications and Solicitation.**

By downloading the Solution, You authorize Treasurisks to send You, including via email (and push notifications to the extent You consented when asked on the Solution) information regarding the Service and the Solution, such as: (a) notices about Your use of the Service and the Solution, including notices of violations of use; (b) updates to the Service and Solution and new features or products; and (c) promotional information and materials regarding Treasurisks's products and services via email, text message, post, telephone, telemarketing or other means of communication, which You may receive unless You have otherwise opted out. You can always opt-out of the promotional information and materials by clicking on the unsubscribe option in the marketing emails You receive or by submitting a request at [info@Treasurisks.com](mailto:info@Treasurisks.com).

#### **5. WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY**

##### **5.1. Warranty Disclaimers**

**YOUR ACCESS TO, AND USE OF, THE SOLUTION AND/OR SERVICE IS AT YOUR SOLE RISK. TREASURISKS PROVIDES THE SOLUTION AND THE SERVICES AND CONTENT INCLUDED THEREIN FOR USE ON AN “AS IS” AND “AS AVAILABLE” BASIS, “WITH ALL FAULTS”. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS LICENCE, TREASURISKS EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION/ COMPATIBILITY, QUALITY, PERFORMANCE, SECURITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

YOU WILL BE SOLELY RESPONSIBLE FOR (AND TREASURISKS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR APPLICATIONS, OTHER PERIPHERALS CONNECTED TO THE SOLUTION, RESULTING FROM YOUR USE OF THE SOLUTION, THE CONTENT OR THE SERVICE. TREASURISKS AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS

WILL BE CORRECTED OR THAT THE SOLUTION: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH ANY DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. YOU ALSO ACKNOWLEDGE THAT TREASURISKS HAS NOT MADE ANY REPRESENTATION OR WARRANTY AS TO THE PERIODS OF THE SOLUTION'S AVAILABILITY, THE AVAILABILITY OF TECHNICAL SUPPORT, OR THE RESPONSE TIMES WHICH YOU MAY EXPERIENCE WHEN USING THE SOLUTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TREASURISKS SHALL CREATE ANY WARRANTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS Licence, NEITHER TREASURISKS NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUB-CONTRACTORS, PARTNERS, AGENTS OR REPRESENTATIVES ("**TREASURISKS REPRESENTATIVES**") SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO YOU OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, LOSSES, COSTS, EXPENSES AND PAYMENTS ARISING FROM, OR IN CONNECTION WITH THIS Licence OR THE USE, INABILITY TO USE OR RESULTS OF THE USE OF OUR SOLUTION AND ITS CONTENT OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THIRD-PARTY CONTENT, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, HOWEVER CAUSED, EVEN IF FORESEEABLE OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Treasurisks and Treasurisks Representatives are not responsible for any user's behaviour or for any personal injury, death, property damage or other harm or losses, arising from or relating to the use of the Solution and/or the Service. NOTWITHSTANDING THE FOREGOING, THIS DOES NOT AFFECT OUR LIABILITY FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **5.2. Liability Cap**

YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THIS Licence BY TREASURISKS OR TREASURISKS REPRESENTATIVES OR ANY DISSATISFACTION WITH RESPECT TO THE SOLUTION AND/ OR THE SERVICE IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE SOLUTION AND/ OR THE SERVICE. IN NO EVENT SHALL TREASURISKS'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS Licence OR THE SOLUTION AND/ OR THE SERVICE EXCEED THE TOTAL FEES ACTUALLY PAID IN THE LAST TWELVE MONTHS TO TREASURISKS BY YOU FOR THE SOLUTION. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **5.3. Internet Access.**

The Solution and/or the Service are made available to You over the Internet solely during periods when You have a validly existing subscription for the Service. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING INTERNET ACCESS FOR SUCH PURPOSE.

### **5.4. Supported device.**

The Solution is only available for supported devices and might not work on every device. Determining whether Your device is a supported or compatible device for use of the Solution is solely Your responsibility, and downloading the Solution is done at Your own risk. Treasurisks does not represent or warrant that the Solution and Your device are compatible or that the Solution will work on Your device.

### **5.5. Risk Management Use.**

THE SOLUTION MAY BE USED AS AN AID TO RISK MANAGEMENT BUT YOU UNDERSTAND AND ACKNOWLEDGE THAT THE INFORMATION PROVIDED BY THE SOLUTION OR THE SERVICE IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED TO YOU OTHERWISE, AND THAT RISK MANAGEMENT REQUIRES THE APPLICATION OF SOUND JUDGMENT AND EXPERTISE IN THE PROCESS OF INTEGRATING INFORMATION FROM ALL AVAILABLE SOURCES. YOU THEREFORE UNDERSTAND THAT THE INFORMATION PROVIDED BY THE SOLUTION OR THE SERVICE DOES NOT AMOUNT TO ADVICE ON WHICH RELIANCE SHOULD BE PLACED. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY ANY USER OF OUR SOLUTION OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENT.

### **5.6. Data Accuracy.**

Features of the Solution may require use of Third-Party Content. As a result, Treasurisks disclaims any warranties relating to the quality or accuracy of such Third-Party Content presented or displayed in or by the Service. You agree and acknowledge that You assume full, exclusive and sole responsibility for the use of and reliance on the Service, and You further agree and acknowledge that Your use of or reliance on the Service is made entirely at Your own risk.

### **5.7. Your Misuse.**

Notwithstanding anything to the contrary contained in this Licence, You shall not be entitled to any remedy under this Licence or otherwise, and Treasurisks shall have no liability whatsoever, if any defect, deficiency, error or problem with the Solution and/or the Service arises from or results



from Your violation of this Licence, or from accident, abuse, misapplication, abnormal or unauthorized installation, operation, access or use of the Solution and/or the Service. We will not either be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your device or other proprietary material due to Your use of our Solution and/or the Service or to Your downloading of any material posted on it, or linked to it.

#### **5.8. Insurance and waiver of subrogation.**

The Solution and/or the Service do not provide insurance. You should protect against any risk of loss with the appropriate insurance coverage, and You are responsible for obtaining all insurance coverage You believe is necessary. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE APPLICABLE POLICY OR POLICIES OF INSURANCE YOU OBTAIN AND MAINTAIN, YOU RELEASE TREASURISKS, ITS REPRESENTATIVES AND ITS LICENSORS AND SUPPLIERS FROM ALL LIABILITY FOR ANY LOSS, OCCURRENCE, EVENT OR CONDITION COVERED BY YOUR INSURANCE.

### **6. INDEMNITY AND WAIVER BY YOU**

#### **6.1. Indemnity.**

You shall indemnify, defend and hold harmless Treasurisks, Treasurisks Representatives, and its and their successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, in connection with or related to: (i) Your material breach of this Licence; (ii) Your or Your agent's acts and omissions in connection with access to and use of the Solution and/or the Service; (iii) Your or Your agent's negligence or willful misconduct in connection with access to and use of the Solution and/or the Service; or (iv) Your violation, infringement or misappropriation of the intellectual property, proprietary or other rights of any third party. If any claim is commenced against Treasurisks under this paragraph (except for (iv) which shall be addressed in accordance with Section 8.3 of this Licence), Treasurisks will provide notice of the claim and copies of all related documentation to You, and You will assume control of the defense of such claim at Your cost and expense. Such notice and documentation will be provided as promptly as possible; provided, that in no event shall You be relieved of Your indemnification obligations hereunder unless the failure to provide notice promptly hereunder results in, and then only to the extent of, actual prejudice to Your rights. Treasurisks may, at its own cost and expense, participate, through its attorneys or otherwise, in the investigation, trial and defense of such claim and any appeal. In such case, You will reasonably cooperate with Treasurisks' attorneys. You agree not to settle any such claim without Treasurisks's prior written consent.

#### **6.2. Waiver of Claims.**



You hereby waive, release and discharge Treasurisks, Treasurisks Representatives and its and their successors and assigns from and against any claims that You may be entitled to make by reason of use of any User Content or Third-Party Content authorized under this Licence and/or by reason of Your participation in any of the communications and social networking features of the Service.

## **7. TERM, SUSPENSION, TERMINATION**

### **7.1. Term.**

This Licence is effective on the date You first download the Solution and/or the Service and shall continue for as long as You continue to pay the Licence fees for the Solution and/or the Service, unless this Licence is earlier terminated in accordance with this Section 7 (“**Term**”).

### **7.2. Termination**

#### **(a) By Treasurisks.**

- a. Treasurisks reserves the right to suspend or terminate Your status as a user, cancel Your account, and disable or block Your access to the Solution and/or the Service at any time, with or without notice to You, with or without cause, and without liability to You. Treasurisks shall have no liability to You or any third party because of such suspension or termination or related action for any reason.
- b. Treasurisks will determine, in its discretion, whether there has been a breach of this Licence through Your use of the Solution and/or the Service. When a breach of this Licence has occurred, we may take such action as we deem appropriate, including terminate this Licence.

#### **(b) By You.**

- a. You may terminate Your use of the Service at any time and for whatever reason by providing a written notice to Treasurisks to that effect at least thirty days in advance of the termination date. If You wish for Treasurisks to anonymize the information contained in your account, please submit such request at [info@Treasurisks.com](mailto:info@Treasurisks.com). On receiving such a request, Treasurisks will use reasonable efforts to promptly anonymize Your information. However please note that information may not be deleted immediately from our back-up systems. For more information, please read our [Privacy Policy](#).

### **7.3. Effect of Termination**

Upon termination of this Licence, the Licence granted hereunder will terminate and You must stop all use of the Solution and/or the Service and Treasurisks shall have no obligation to save

and keep any User Content that You may have provided. All provisions of this Licence which by their nature survive termination, shall survive termination of this Licence.

## **8. INTELLECTUAL PROPERTY RIGHTS**

### **8.1. Title.**

Treasurisks, its suppliers and licensors for the Solution shall own and retain all their respective rights, titles and interests in the Solution and/or the Service and in all intellectual property rights therein, including without limitation any patents, copyrights, trade secrets, trademarks, service marks, trade names, or the company name of Treasurisks. The structure, design, and organization of the Solution are the exclusive property, valuable trade secrets and confidential information of Treasurisks and/or its suppliers and licensors and title to the Solution shall at all times remain with Treasurisks and/ its suppliers and licensors.

No Licence or other intellectual property rights of any kind are granted or conveyed to You except for the limited Licence expressly provided herein under Section 1 of this Licence and all rights not expressly granted to You under this Licence are reserved to and retained by Treasurisks and/or its suppliers and licensors.

### **8.2. Marks.**

You agree that Treasurisks is the exclusive owners of the Marks and all the goodwill associated therewith and that You may not use these Marks for any purpose that is not expressly authorized in this Licence without the prior written consent of Treasurisks. You also acknowledge the validity of these Marks and acknowledge that You are estopped and that You will forebear from taking any action to challenge the validity or enforceability of these Marks. During the term of this Licence and thereafter, You agree that You will not in any way impair Treasurisks's rights in the Marks, or any confusingly similar marks, or its right to use thereof or the goodwill of the business connected with such use and symbolized by the Marks.

The design, trade dress, and the 'look and feel' of the Solution and the Service are protected works under applicable copyright laws and Treasurisks or its suppliers and licensors for the Solution retains all intellectual property rights in them.

### **8.3. Claims and breaches.**

Treasurisks may protect the Service by technological means intended to prevent unauthorized use of the Service and You undertake not to circumvent these means.

You acknowledge that the Solution contains valuable trade secret and proprietary information of Treasurisks, that any actual or threatened breach of this Article 8 will constitute immediate, irreparable harm to Treasurisks for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

In the event of a third party claim that the Solution, or Your possession and use of the Solution, infringes third party's intellectual property rights, Treasurisks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## **9. USER CONTENT**

You may upload User Content into the Solution and/or the Service such as Your financial and risk management information. This information is private (available only to You for Your own use) and Treasurisks does not make it available to others through the Service without Your consent unless it is anonymized and aggregated. When You submit User Content to be published on the Solution and/or the Service, You represent and warrant that You own all intellectual property rights in the User Content; that You are permitted to publish the User Content and that You permit Treasurisks to publish the User Content in an anonymized and aggregated format. Treasurisks receives no ownership rights in and to the User Content that You submit. However, by submitting User Content to Treasurisks, You hereby grant to Treasurisks a licence to process that User Content solely to the extent necessary to provide You with access to that User Content for purposes of being able to offer You the Service and otherwise to the extent User Content is anonymized and aggregated. You may wish to remove any non-anonymized User Content from the Solution and/or Service at any time, in Your sole discretion, but You understand that this may affect Your ability to use the Solution and/or the Service and that such User Content might still be available in Treasurisks's back-ups and in an anonymized format.

You, and not Treasurisks, are entirely responsible for all User Content that You upload, transmit or otherwise make available via the Solution and/or the Service. Treasurisks does not control the User Content or Third-Party Content posted via the Solution and/or the Service and, as such, we cannot and do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Treasurisks be liable in any way for any User Content or Third-Party Content, including, but not limited to, any errors or omissions in any User Content or Third-Party Content, or any loss or damage of any kind incurred as a result of the use of any User Content or Third-Party Content uploaded, transmitted or otherwise made available via the Solution and/or the Service.

## **10. MISCELLANEOUS**

### **10.1. Other Sites.**

The Solution and/or the Service may contain Third-Party Content or links to other sites owned by third parties, such as advertisers, strategic partners or others. However, the inclusion of a link in our Solution and/or the Service does not imply Treasurisks's investigation, evaluation and/or endorsement of such third-party website. We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses, entities or individuals, or the accuracy of the content of their advertising or websites. Treasurisks does not assume any responsibility or liability for the actions, products, services, and/or content of any such websites. Before You request goods or services from a third party and/or use any third-party website, You should review the applicable terms of use and privacy policies for such websites. If You decide to access any such linked websites, You do so at Your own risk.

Similarly, certain items of the Solution and/or the Service may be subject to "open source" or "free software" Licences ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. Nothing in this Licence limits Your rights under, or grants You rights that supersede, the terms and conditions of any applicable end user Licence for the Open Source Software. To the extent there are any conflicts between the terms of this Licence and any Open Source Software Licence corresponding to the open source component(s) of the software included with the Solution or additional obligations by such Open Source Software Licence that are not set forth in this Licence, the terms of the Open Source Software Licence will control.

#### **10.2. Trade Compliance.**

You shall comply in full with all federal, state, local and foreign laws, rules, regulations and ordinances in connection with Your access to, and use of, the Solution. You represent and warrant that: (a) You are not located in a country that is subject to a United States government and Canadian government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the United States Code of Federal Regulations or its Canadian equivalent; (b) You are not located in a country that has been designated by the United States Government as a "terrorist supporting" country or its Canadian equivalent; and (c) You are not listed on any U.S. government or Canadian government list of prohibited or restricted parties. You further agree not to export, directly or indirectly, the Solution and/or the Service, in violation of the United States or Canadian export laws or regulations.

#### **10.3. Governing Law.**

This Licence and the relationship between You and Treasurisks shall be governed, construed, and enforced in accordance with the laws of the province of Quebec, Canada, without giving effect to any principles of conflicts of laws.

#### **10.4. Contact Information.**

If You have any questions regarding this Licence, please contact Treasurisks by email at [info@Treasurisks.com](mailto:info@Treasurisks.com). Except as otherwise specified elsewhere in this Licence, notices to Treasurisks may be given at the foregoing email and postal addresses, and notices to You may be given at the email or address provided to us at the time of registration.

In the event that You provide Treasurisks with feedback regarding the use, operation or functionality of the Solution and/or the Service ("**Feedback**"), including but not limited to information about operating results, known or suspected bugs, errors or compatibility problems, or desired features, You hereby assign to Treasurisks all rights in the Feedback and agree that Treasurisks shall have the right to use the Feedback and related information in any manner it deems appropriate.

#### **10.5. Confidentiality.**

Treasurisks considers the Solution and any technical information, evaluation or reports supplied to You to be proprietary, and You agree to treat the Solution as confidential material in a manner no less protective than You use to protect Your own similar assets, but in no event will You use less than reasonable care to protect the Solution and Services. Except as provided herein, You agree not to permit any third party access to the Solution, nor to any materials generated by Treasurisks or You regarding the Solution without Treasurisks's advance written approval.

#### **10.6. No Waiver.**

A waiver of any provision of this Licence shall only be effective if in a writing signed by the party against which the waiver is claimed. The waiver by either party of any default or breach of this Licence will not constitute a waiver of any other or subsequent default or breach. The failure of Treasurisks to exercise or enforce any right and/or remedy under this Licence shall not constitute a waiver of such right and/or remedy.

#### **10.7. No assignment.**

This Licence may not be assigned by You without the prior written consent of Treasurisks. This Licence may be assigned by Treasurisks, by operation of law or otherwise, without the consent or approval of You or any other person, firm or entity, provided that the third party undertakes Treasurisks's obligations to You under this Licence.

#### **10.8. Successors and Assigns.**

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, Licencees, successors and/or assigns of the parties, as applicable.

#### **10.9. Entire Agreement.**

This Licence, together with any other terms and conditions referenced herein (including without limitation the [Privacy Policy](#), constitutes the entire agreement between You and Treasurisks and governs Your use of the Solution and/or the Service, superseding any prior agreements between You and Treasurisks with respect to the Solution and/or the Service.

#### **10.10. Relationship of the Parties.**

This Licence shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect.

#### **10.11. Severability.**

If any terms or conditions of this Licence are held to be invalid for any reason whatsoever, this Licence shall remain in full force and effect on its remaining terms and conditions of this Licence unless and until terminated by Treasurisks. Furthermore, if any term or condition of this Licence is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in the invalidated provision.

#### **10.12. Headings.**

The titles and headings of the various sections and paragraphs in this Licence are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Licence. The preamble to this Licence is incorporated herein.

#### **10.13. Dispute Resolution.**

You agree that any claim You may have arising from or relating to this Licence or Your use of the Solution and/or the Service must be filed within one (1) year after the events giving rise to such claim, otherwise Your claim will be forever barred.