

# **AUDITPROO SOFTWARE TERMS AND CONDITIONS**

**Last updated 28<sup>th</sup> November 2023**

This Agreement ("Agreement") is entered into by and between Auditproo Solutions, a company duly organized and existing under the laws of Mauritius, having its registered office at King George IV, Floreal, Mauritius hereinafter referred to as the "Provider," and the user, hereinafter referred to as the "User."

## **1. DEFINITIONS**

1.1 Provider: Auditproo Solutions.

1.2 User: Any individual or entity granted access to and use of the Auditproo Software ("Software").

1.3 Appointed Agents: Agents authorized by Auditproo Solutions for the distribution of the Software, acting on behalf of the Provider.

## **2. APPOINTED AGENTS**

2.1 The Software may be distributed by Appointed Agents, and Users acknowledge that such agents act on behalf of Auditproo Solutions, adhering to the terms of this Agreement.

## **3. LICENSE AND USE**

3.1 License Grant: The Provider grants the User a non-exclusive, non-transferable, and revocable license to access and utilize the Software for internal business purposes, subject to compliance with the terms herein.

3.2 Restrictions: The User shall not sublicense, resell, modify, adapt, or reverse engineer the Software, with any violation resulting in immediate termination of the license.

## **4. SERVICE LEVEL AGREEMENT (SLA)**

4.1 Availability: The Software aims for 99.9% availability, excluding scheduled maintenance. Unscheduled downtime shall be rectified promptly.

4.2 Performance: The Software shall maintain specified response times, ensuring efficient user experience.

4.3 Support: Users are entitled to email and/or phone support during standard business hours, addressing issues related to the Software.

4.4 Data Security: The Provider shall implement industry-standard security measures, detailed in the Privacy Policy, to safeguard user data.

## **5. PAYMENT**

5.1 Fees: Users are obligated to remit fees in accordance with the selected pricing plan. Non-payment may result in suspension or termination of access.

5.2 Taxes: The User is responsible for any applicable taxes, excluding those based on the Provider's net income.

## **6. DATA OWNERSHIP**

6.1 The User retains ownership of all data entered into the Software. The Provider shall not use or disclose user data except as necessary to render services or as required by law. In the event that the User does not renew their subscription package, the provider shall delete all the User's data 90 days after the subscription lapse.

## **7. TERMINATION**

7.1 Either party may terminate this Agreement with notice upon material breach. Upon termination, the User shall cease Software use, and the Provider shall expeditiously delete user data.

## **8. DISCLAIMER OF WARRANTIES**

8.1 The Software is provided "as-is" without warranties, express or implied, including merchantability and fitness for a particular purpose.

## **9. LIMITATION OF LIABILITY**

9.1 The Provider shall not be liable for indirect, incidental, special, consequential, or punitive damages or any loss of profits, revenues, data, use, goodwill, or other intangible losses.

## **10. AMENDMENTS**

10.1 The Provider reserves the right to modify these terms. Users will be notified, and continued use constitutes acceptance.

## **11. CONTACT INFORMATION**

11.1 For inquiries or concerns, contact Auditpro Solutions at [support@auditpro.com](mailto:support@auditpro.com)

## **12. COMPLIANCE WITH LAWS**

12.1 Users agree to use the Software in compliance with all applicable laws and regulations.

## **13. CONFIDENTIALITY**

13.1 Both parties agree to maintain the confidentiality of proprietary information disclosed during the use of the Software.

## **14. INDEMNIFICATION**

14.1 The user agrees to use the Software only for lawful purposes. Users agree to indemnify and hold the Provider harmless from any claims, damages, losses, or liabilities arising from Software use.

## **15. THIRD-PARTY SERVICES**

15.1 The Software may integrate with third-party services, subject to the terms and conditions of the respective third parties.

## **16. UPDATES AND ENHANCEMENTS**

16.1 The Provider reserves the right to update, enhance, or modify the Software, including adding or removing features.

## **17. DISPUTE RESOLUTION**

17.1 In the event of any disputes arising under this Agreement, the parties hereby agree that such disputes shall be resolved through arbitration in accordance with the rules of London arbitration. The arbitration proceedings shall be conducted in accordance with the applicable regulations and guidelines set forth by the selected arbitration institution in London.

17.2 All decisions rendered by the arbitrator(s) shall be binding and final, and judgment upon the award may be entered in any court having jurisdiction. The costs and expenses related to the arbitration proceedings shall be borne as per the arbitrator's directives. This dispute resolution mechanism shall be the exclusive method for resolving any and all disputes arising out of or in connection with this Agreement.

## **18. FORCE MAJEURE**

18.1 The Provider shall not be liable for any delay or failure in performance resulting from acts beyond its control.

## **19. SURVIVAL**

19.1 Upon termination, clauses related to confidentiality, indemnification, and limitations of liability shall survive.

## **20. ASSIGNMENT**

20.1 Users may not assign this Agreement without the prior written consent of the Provider.

## **21. NOTICES**

21.1 All notices or communications required under this Agreement shall be in writing and delivered to the email addresses provided by the parties.

## **22. ENTIRE AGREEMENT**

22.1 This Agreement, inclusive of all defined clauses, constitutes the entire understanding between the parties, superseding any prior agreements.

By accessing Auditpro Software, the User acknowledges having read, comprehended, and agreed to abide by the terms set forth herein.