

Terms of Use

Last Modified: May 7, 2017

These Terms of Use (hereinafter referred to as "Agreement", "Terms of Use" or "Terms") are a legally binding agreement between You either an individual, group or entity (**the "User", "You", or "Your"**) and www.axesspoint.co ("Axess Point", "Website", "Site", "Platform" or "App") owned and operated by Axess Point a business operating in accordance with the Laws of the State of Hawaii, USA with its headquarters located in Honolulu ("Company", "We", "Us", or "Our").

By using the App, You represent that You have read and agree to be bound by this Agreement, as well as the Privacy Policy, collectively referred to as "Terms of Use".

Please read these Terms of Use carefully. Your access to the App constitutes Your acceptance of all the provisions of these Terms of Use. If You are unwilling to be bound by these Terms of Use, please do not access the App.

1. Eligibility

The App is not designed for use by persons under the age of 18 years. In the event that You are under 18 years of age, You confirm that You have obtained the consent of Your parent(s) or legal guardian(s) to enter into this legally binding agreement with the Company and to take responsibility for: (i) Your actions; (ii) any charges associated with Your use of the App; and (iii) Your acceptance and compliance with these Terms. If you do not have consent from Your parent(s) or legal guardian(s), You must stop using/accessing this Site immediately.

You also represent and warrant to the Company that you will use the Site in a manner consistent with any and all applicable laws and regulations. Where You enter into this Agreement on behalf of an entity or other organization, You represent and warrant that You have the authority to act on behalf of that entity and to bind that entity to this Agreement. You are required to agree to and accept these Terms of Use and the Privacy Policy in order to access and use the App.

2. How it works

Axess Point is an online property management software that enables Property Managers to easily list and share documents with their residents, send them instant notifications, create a community hub, collect payments online, manage facility bookings, maintenance requests and much more all from one place. The App is designed for use by Property Managers as well as Residents (collectively referred to as the "Parties").

PLEASE NOTE - THE COMPANY ONLY PROVIDES THE PROPERTY MANAGEMENT SOFTWARE FOR THE CONVENIENCE OF THE PARTIES, AT NO TIME CAN THE COMPANY BE HELD RESPONSIBLE FOR THE FAILURE OF EITHER PARTY TO MEET

ITS OBLIGATIONS UNDER ANY AGREEMENT WHETHER ENTERED THROUGH THE APP OR IN THE OFFLINE ENVIRONMENT.

Unless explicitly stated otherwise, Our responsibility is limited to facilitating the availability of the Axess Point Software.

PLEASE NOTE THAT, THE COMPANY CANNOT AND DOES NOT CONTROL THE SUITABILITY OR LEGALITY OF ANY CONTENT ON THE PLATFORM. THE COMPANY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY PARTY NOT PERFORMING ITS OBLIGATION TOWARDS THE OTHER. ACCORDINGLY, ANY DECISION YOU TAKE BASED ON ANY INFORMATION YOU RECEIVE THROUGH THE APP IS AT YOUR OWN RISK.

3. Payment Policy, Cancellations and Refunds

We currently offer monthly as well as annual plans to suit Your unique business needs. All our plans and accompanying subscription fees are listed on Our Website at [INSERT THE LINK TO THE PAGE WHERE AXESS POINT PLANS WILL BE DISPLAYED]. You will be charged according to Your selected plan when You first register and each month or year thereafter on an automatically recurring basis until you choose to cancel Your subscription. You take full responsibility for the payment of any taxes and transaction fees that may be incurred in the processing of Your subscription fees.

We currently accept payment through secure Paypal payment processor. Please note that the subscription fee is fully earned on the payment day and We do not offer any pro-rata refunds should You choose to cancel Your subscription before the end of Your billing cycle.

Should You wish to cancel Your subscription You must notify Us via e-mail at [INSERT AXESS POINT EMAIL ADDRESS] with the words "Cancellation" in the subject line. You must cancel Your plan before the end of the current cycle to avoid billing for the next cycle.

Please take note that all Your data stored on the App will be automatically removed upon Cancellation of Your account and it is solely Your responsibility to ensure that You backup any and all data that You wish to access at a later stage.

In the event We are unable to process Your payment to renew Your plan for the new billing cycle, We will attempt to contact You. If You fail to make the payment within 72 hours from the time We contact You, We reserve the right to suspend or terminate Your account until such time that We receive the full outstanding subscription fee.

We reserve the right to modify any plans, subscription fees, payment, cancellation and refund policy at any time by amending these Terms and prices listed on Our Website. In the event of any change in subscription fees that requires You to pay a higher fees, than You did in the last billing cycle, We will give You at least thirty (30) days notice before charging the increased subscription fees to Your account. Such notice will be deemed to have been given on the date We send the email to You. If You do not agree with such change in subscription fees, Your sole remedy is to cease using the Axess Point App by cancelling Your account.

We reserves the right to cancel or suspend Your access to the App if we find that:

- You have violated any provisions of this Agreement;
- Your conduct is harmful to the Company or any of its Users; or
- We cease Our business operations for any reason.

We handle refund requests on a case by case basis. In the event We in Our sole discretion decide to offer You a full or partial refund, such refund shall be made via the original payment mechanism and to the person who made the original payment. The processing of refund payment may take time. We are unable to offer any guarantees of any nature for the timeliness of refunds reaching Your account. We may at any time and without prior notice to You modify the mechanism of processing refunds.

4. User Conduct

Users shall not use the App in order to transmit, distribute, store or destroy material, including without limitation content provided by the App and its affiliate partners: for any unlawful purpose or in violation of any applicable law, regulation, international law or laws of any other country; or in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or that is defamatory, libellous, obscene, threatening, abusive or is offensive to Users of the App, such as content or messages that promotes racism, hatred or physical harm of any kind against any group or individual; or that is false or misleading; or that harasses or advocates harassment of another person.

Users are prohibited from interfering or attempting to interfere with the security of App Software, which includes but is not limited to:

1. accessing data which is not intended for You by logging into account which You are not authorized to access;
2. probing, scanning or testing the vulnerability of Our system and/or Our network;

Violations of system or network security may result in civil or criminal liability.

Specific Restrictions on Rights to Use

In addition to the above, the Users shall not:

- modify, adapt, translate, or reverse engineer any portion of the App and/or Services offered by Axess Point;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the App for crawling the App and scraping content or to circumvent the technological methods adopted by the Company to prevent such prohibited use;
- collect any information about other Users (including usernames, email or unit addresses) for any purpose other than that specified on the App;
- reformat or frame any portion of the web pages without express written consent of the Company;
- create user accounts by automated means or under false or fraudulent pretences;
- create or transmit unwanted electronic communications such as "spam" to other users or members of the App or otherwise interfere with other User's enjoyment of the App;

- submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by the Company;
- transmit any viruses, defects, Trojan horses or other items of a destructive nature;
- use of the App to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- copy or store any content offered on the App for other than Your own use;
- take any action that imposes, or may impose in Our sole discretion, an unreasonable or disproportionately large load on Our IT infrastructure;

5. Remedies

We reserve the right to investigate and prosecute violations of any prohibited behaviour to the fullest extent of the law. We reserve the right to take actions to prevent and/or control such violation including but not limited to, removing any inappropriate communication or content from the App and/or terminating the account of such violators and/or blocking their use of the App.

6. Account Registration and Access

You may browse through the Website without signing up, but as a requirement to using the unique property management functionality offered by the App, You are required to register for any one of the offered plans at www.axesspoint.co by providing Us with the required information. You agree that You will provide Us with accurate and current information when registering with the App. In the event of any material change in Your account details, You agree to immediately notify us of such change by contacting us at [INSERT AXESS POINT CONTACT EMAIL ADDRESS] with the words “Account details” in the subject line. Any failure on Your part to provide Us with the aforementioned information shall constitute a breach of these Terms of Use. In the event of such breach, We reserve the right to immediately terminate Your account.

We reserve the right to refuse registration of any User account in Our sole discretion. You hereby accept and agree that You are solely responsible and liable for any activity that occurs on Your account. You further accept and agree that You shall be responsible for maintaining the confidentiality of Your Sign in credentials on the App. You agree that You will never use another User's account without their prior express permission. Furthermore, You agree to immediately notify Us in writing of any unauthorized use and access to Your account, or similar security breach of which You become aware of.

We may access Your account and any information that You have provided, for any support or maintenance purposes or for any security issues or business reasons that We see fit.

7. Content made accessible by the App

The App cannot guarantee the authenticity, accuracy or legality of any content, information or data of any nature whatsoever, which a User may provide through the App (“User

Generated Content”). The User accepts and agrees that the User will not hold the Company liable for any loss of opportunity / damages incurred (whether personal or monetary in nature) as a result of or arising out of/related to any analytics reports generated by the Platform or from any User Generated Content. You hereby accept that You use the App and access any content provided therein at Your sole risk and You will be solely responsible and liable for any loss that may arise as a result there-from.

All Parties accept and agree that they will not hold the Company liable for any loss or damage suffered by them as a result of reliance upon any such User Generated Content that they received using software and services provided by Axess Point. User Generated Content includes but is not limited to any administrator data/ user profiles, documents shared through the App system, information posted on digital bulletin board, notifications sent by administrators through the App or any requests / information transmitted by residents using the App.

You hereby accept that You use the App system and access any content provided therein at Your sole risk and You will be solely responsible and liable for any loss that may arise as a result there-from.

You understand that all information transmitted through any Axess Point account is the sole responsibility of the account holder from whom such Content originated; that the App will not be liable for any errors or omissions in any User Generated Content; and that the App cannot guarantee the identity of any other Users with whom You may interact in the course of using the App.

8. Intellectual Property Rights

All content on the App with the exception of User Generated Content only, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“App Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by and/or licensed to the Company, subject to trademark, copyright and other intellectual property rights under the Federal and foreign laws and international conventions. App Content is made available to you AS IS for your information and your personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, sublicensed or otherwise exploited for any other purpose whatsoever without the prior written consent of the Company. We reserve all rights not expressly granted in and to the App and the App Content. You agree to not engage in the use, copying, or distribution of any of the App Content, other than as expressly permitted herein for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of the App or features that prevent or restrict use or copying of any App Content, or enforce limitations on use of the App or the App Content displayed or made available therein.

9. Feedback

We welcome Your feedback and suggestions about how to improve our Service to You and the App. Feel free to submit feedback to [INSERT AXESS POINT EMAIL ADDRESS]. By submitting feedback, You agree to grant Us the right, at Our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, without any restriction or compensation to You.

10. Modification

You understand and agree that these Terms and any Services offered by Us can be modified by the Company at its sole discretion, at any time without prior notice, and such modifications will be effective upon such new terms and/or upon implementation of the new changes on the App. You agree to review the Terms of Use periodically so that You are aware of any such modifications and the Company shall not be liable for any loss suffered by You on Your failure to review such modified Terms. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the App implemented after Your initial access of App shall be subject to these Terms.

11. Maintenance

The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User's access to the App without giving any prior notice, to carry out:

- system maintenance; or/and
- upgrading; or/and
- testing; or/and
- repairs; or/and
- other related work.

Without prejudice to any other provisions of this Agreement, the Company shall not be liable to indemnify the User for:

- any loss or/and damage; or/and
- costs; or/and
- expense that the User may suffer or incur, as a result of such deactivation; or/and
- suspension.

12. No Liability for User Conduct

If You enter into correspondence or engage in any transaction, interaction or agreement with any other User, such activity would be solely between You and such other User. The Company will not be liable or have any responsibility for any such activity.

13. Disclaimer

You accept that We have no duty to take any action regarding: the accuracy or correctness of any content You receive through the App, the effects of such content/information on You; how You may interpret any content or information You send or receive through the App; or any actions that You may take after receiving or sending such information/content to any other User of the App.

You release the Company from all liability for You having acquired or not acquired any information or User Generated Content through the use of the App. We make no representations concerning any User Generated Content contained in or accessed through the App, and the Company will not be responsible or liable for the accuracy, copyright compliance, availability, legality or decency of material contained in or accessed through the App.

You understand that We do not, in any way, screen Users. In no event shall We be liable for any damages whatsoever, arising out of or relating to Your conduct or anyone else in connection with the App. You should not, under any circumstances, provide Your financial information (e.g., credit card or bank account numbers) to any Party using any form of digital transmission.

THE COMPANY RESERVES THE RIGHT BUT IS UNDER NO OBLIGATION TO KEEP THE ANY OF YOUR PAST DATA AFTER CANCELLATION OF YOUR SUBSCRIPTION.

The App service, content and add-to link are provided to You on "AS IS" and "AS AVAILABLE" bases and are provided without any representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, save to the extent required by law.

The Company, and its directors, employees, agents, representatives, suppliers and partners do not warrant that:

- (a) the App will be secure or available at any particular time or location;
- (b) any defects or errors will be corrected;
- (c) any content or software available at or through the App is free of viruses or other harmful components; or
- (d) the results of using the App will meet Your requirements.

You accept that Your use of the App is solely at Your own risk. Some states / countries do not allow limitations on implied warranties, so the above limitations may not apply to You.

14. Limitation of Liability

All liability of the Company, its directors, employees, agents, representatives, partners, suppliers or content providers howsoever arising for any loss suffered as a result of Your use of the site, service, User Generated Content or add-to link is expressly excluded to the fullest extent permitted by law.

In no event, will the total liability of the Company or its directors, employees, agents, representatives, partners or suppliers to You for all damages, losses and causes of action arising out of or relating to these terms, Your use of the App or Your interaction with other Users (whether in contract, delict including negligence, warranty or otherwise) with respect to the Site, service, content, product, User Generated Content or add-to link for:

- indirect or consequential losses or damages;
- loss of actual or anticipated profits;
- loss of revenue;
- loss of goodwill;
- loss of data;
- loss of anticipated savings;
- wasted expenditure; or
- cost of procurement of substitute services.

Shall exceed the amount paid by You to the Company, if any.

15. Indemnity

You agree to release, defend, indemnify, and hold the Company and its founder, affiliates, subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- (i) Your access to the App,
- (ii) the violation of these Terms of Use by You, or
- (iii) the infringement by You, or any third party using Your account or Username or password, of any intellectual property or other right of any person or entity.

16. Privacy

Use of the App and/or the Services offered by the Company is also governed by Our Privacy Policy.

17. Miscellaneous

Assignability - We may assign any of Our responsibilities and/or obligations to any other Person, at Our sole discretion, without giving any notice to You. However, You shall not assign or transfer any of Your rights under this Agreement to any other party, without express written consent from the Company.

Governing Law - This Agreement shall be construed in accordance with the Laws of the State of Hawaii, USA. Any action or claims brought against the Company must be brought in the court of law with appropriate jurisdiction to rule upon the matter in the State of Hawaii, USA.

Severability - If for any reason, any clause of this Agreement or any part of any clause is deemed to be unlawful, void, or for any reason unenforceable, then such provision will be limited or eliminated from this Agreement only to the extent necessary and will not affect the validity and enforceability of any remaining provisions.

Waiver – Under no circumstances, failure on Our part to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy.

Force Majeure - The Company is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.

Entire Agreement - These Terms of Use, including the Privacy Policy which is incorporated herein by reference constitutes the entire understanding between You and the Company.