

# Dataswift Developers Portal

## End-user License Agreement

The Dataswift Developers Portal End-user License Agreement Terms (the “Terms”) are made between Dataswift Ltd, UK (“Dataswift”) and the user who uses DataSwift Developers Portal (“User”)

### 1. THE AGREEMENT

The Terms govern the provision of Dataswift Developers Portal and its services (collectively, the “Services”). The Terms include the present agreement, Dataswift Developers Portal’s Privacy Policy, explaining how we collect and use the User’s information, and the Dataswift Acceptable Use Policy, outlining the responsibilities of the User when using our Services. By using our Services, the User agrees to be bound by these Terms. If an individual user is using our Services on behalf of an organisation, they agree to these Terms on behalf of such organisation.

### 2. DEFINITIONS

- 2.1 “Acceptable Use Policy” means our Acceptable Use Policy available at <http://www.hatdex.org/acceptable-use-policy/> applicable as of the date of your acceptance of the Terms.
- 2.2 “Extensions” means additional software, developed by Dataswift Ltd or third parties, which can modify and/or enhance the functionality of Dataswift Developers Portal.
- 2.3 “HAT Microserver” means your HAT Microserver identified by a HAT URL and protected by a password.
- 2.4 “Dataswift Ltd” means Dataswift Ltd, UK formerly known as HAT Data Exchange Ltd (HATDeX)
- 2.5. “HAT Database” or the “HAT” means the User’s HAT Microserver database, containing a data schema allowing and database rights belonging to the HAT Microserver owner
- 2.6 “Indemnitees” means collectively Dataswift Ltd, its affiliates, suppliers and distributors of any of their respective employees, agents, or suppliers.
- 2.7 “Licence” means the software licence for Dataswift Developers Portal.
- 2.8 “Privacy Policy” means Dataswift Developers Portal’s Privacy Policy available at <https://hatdex.org/privacy-notice-hat-owner-services-and-hat-accounts> applicable as of the date of your acceptance of the Terms.
- 2.9 “Dataswift Developers Portal” means the HAT Application developed by Dataswift Ltd which can be accessed on the web browser, Android and iOS platforms
- 2.10 “Services” means the the provision of Dataswift Developers Portal and its services to the exclusion of the services falling within the scope of the HAT Terms of Service
- 2.11 “Software” means client software provided by Dataswift Ltd for the purpose of using its Services.
- 2.12 “Test Services” means services that are still in the testing or evaluation phase, subject to the rules contained in Article 9.
- 2.13 “User” means a user who is using the Dataswift Developers Portal.

### **3. RELATIONSHIP WITH OTHER AGREEMENTS**

The Services within the scope of these Terms are those associated with the use of Dataswift Developers Portal.

### **4. AGE**

Our Services are not intended for and may not be used by people under the age of 18. By using our Services and accepting these Terms, you declare that you are at least 18 years old.

### **5. Dataswift'S OBLIGATIONS**

Dataswift shall provide to you the Services in accordance with the Terms. Dataswift will comply with all the laws applicable to its provision of the Services.

### **6. THE OBLIGATIONS OF THE USER**

6.1 The User agrees to comply with all applicable laws, including the applicable data protection laws, and the Terms.

6.2 The User agrees that they are responsible for their own conduct when using the Services and for the content of the data that they upload, copy, download, access or share.

6.3 User agrees that Dataswift bears no responsibility for the User's conduct when using the Services and for the content of the data that they upload, copy, download, access or share.

6.4 The User grants Dataswift the right to conduct any activity necessary for the maintenance and support of the Services.

6.5 The User agrees to cooperate with Dataswift when it is necessary to investigate service outages or suspected breaches of the Terms or the applicable law.

6.6 The User agrees that Dataswift may use the User's feedback or suggestions without any obligation to compensate you for them.

6.7 The User agrees to notify Dataswift immediately of any unauthorised use of the User's HAT Account or the Services and/or any other breach of security.

### **7. HAT MICROSERVER AND DATASWIFT DEVELOPERS PORTAL**

In order to use Dataswift Developers Portal's Services or some of its functions, you would need to own a HAT Microserver. The creation and use of your HAT Microserver is regulated by the HAT Terms of Service.

### **8. TEST SERVICES**

8.1 Dataswift occasionally releases services that are still in the testing or evaluation phase ("Test Services"). Test Services are marked as 'beta', 'preview', 'early access', 'evaluation' or similar terms.

8.2 The User acknowledges that the Test Services may not be as reliable as other services or features provided by Dataswift and subject to these Terms.

8.3 The User acknowledges that their use of the Test Services may expose them to unusual risks of operational failures.

8.4 Dataswift may terminate the Test Services at any time, without any notice.

8.5 The User agrees to provide prompt feedback on your experience with the Test Services when requested by Dataswift. The User agrees that Dataswift may use their feedback for any purpose, including product development purposes.

8.6 The User agrees not to disclose any information regarding the Test Services to third parties and not to use such information for any purpose other than providing feedback to Dataswift.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1. When using Dataswift Developers Portal's Services, the User retains any right, title or interest in their trade secrets, inventions, trademarks, copyright and other intellectual property.

9.2. The Services are protected by intellectual property rights in accordance with UK and foreign laws. These Terms do not grant the User any right, title or interest in any of our Services, in Dataswift's trademarks, logos and other intellectual property rights and in the content of other users of the Services in addition to the rights, titles and interests provided for under the Licence.

9.3. Dataswift respects intellectual property rights. To this end, Dataswift allows anyone to file notices of alleged copyright infringements in relation to the use of the Services. When Dataswift considers a copyright infringement claim to be founded, it reserves the right to delete or disable content alleged to be infringing and suspend or terminate the HAT Accounts of the infringers.

9.4. Dataswift's designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent

8 Comberton Road Barton

Cambridge CB237BA

## **10. SOFTWARE**

10.1. The production, reproduction and sharing in whole or in part of Dataswift Developers Portal's software ("**Software**") is governed by the Licence. You agree to use the Software in accordance with the Licence. Unless the following restrictions are prohibited by law, the User agrees not to:

10.1 reverse engineer Dataswift Developers Portal software in any manner not compatible with the Licence;

10.2 decompile or otherwise extract the source code of the Software;

10.3 use the Software for any purpose contrary to these Terms or the Licence;

10.4 attempt any of the above conduct;

10.5 assist anyone in carrying out or attempting any of the above conduct.

## **11. SOFTWARE UPDATES**

The Software may download and install updates automatically from Dataswift. Such updates are designed to improve Dataswift Developers Portal by fixing bugs, adding new functions or introducing a new version of the software. By accepting these Terms, you allow Dataswift to deliver to you these updates.

## **12. THIRD-PARTY CONTENT**

12.1 The Services may include hyperlinks to third-party websites or content. Dataswift has no control over such third-party websites or content.

12.2 The User acknowledges that Dataswift bears no responsibility for any consequence deriving from accessing, downloading, copying, sharing, storing or otherwise using third-party websites or content.

12.3 You agree that Dataswift is not liable for any loss or damage that you may incur as a result of the above conduct as well as your reliance on the accuracy of such third-party websites or content.

### **13. Dataswift Developers Portal'S EXTENSIONS**

13.1 Dataswift Developers Portal's extensions are additional software, developed by Dataswift or third parties, that can modify and/or enhance the functionality of Dataswift Developers Portal (the "Extensions").

13.2 Extensions may require the collection and processing of your personal and browsing data.

13.3 The User agrees that Dataswift Developers Portal, without notice, may look for available updates to Extensions, download them and install them automatically.

13.4 Dataswift reserves the right to disable or remove Extensions that do not comply with the Terms or any applicable law.

### **14. TERMINATION**

14.1 You have the right to terminate this agreement at any time by emailing us directly (at [contact@dataswift.io](mailto:contact@dataswift.io)) and to disable the data debit of your HAT.

14.2 Dataswift may terminate this agreement without notice at any time for any reason.

### **15. WARRANTIES**

While Dataswift strives to provide Services of the highest attainable quality, it cannot guarantee that it will always be able to do so. To the fullest extent permitted by the law, Dataswift and its affiliates, suppliers and distributors make no warranties, either express or implied, about the Services. The Services are provided on an "AS IS" basis. Dataswift also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.

### **16. LIMITATION OF LIABILITY**

16.1. To the fullest extent permitted by law, except for any liability for Dataswift's or its affiliates' fraud, fraudulent misrepresentation or gross negligence, Dataswift, its affiliates, suppliers or distributors shall not be liable for:

- a. any indirect, special, incidental, exemplary, or consequential loss or damages of any kind;
- b. any loss of profit or income;
- c. any loss of business or business opportunity;
- d. any loss or corruption of data;
- e. any anticipated savings or revenue;
- f. any punitive damages;
- g. any loss of goodwill or reputation; or
- h. any other loss that could have been avoided by the damaged party's use of reasonable diligence

16.2 This is regardless of whether or not Dataswift or any of its affiliates has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose.

16.3 Dataswift will not be in breach of the Terms if the failure to perform any of its obligations is due to an event beyond its control, such as a failure of the power grid or part of it, failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes, terrorism, or other events of a magnitude or type which cannot be generally foreseen in the industry.

16.4 The maximum aggregate liability of Dataswift, its affiliates, suppliers and distributors shall not exceed £20.

## **17. EXPORT MATTERS**

The User declares that Dataswift is not legally prohibited to provide them with the Services and that they are neither located in nor a national of any country that is embargoed or restricted under applicable export laws. The User agrees that you will not use, import or export the Services in any manner which would cause Dataswift or its affiliates to breach any applicable export control laws, rules, or regulations. The User agrees that they will not allow access to or use of the Services by any persons or organisation that is located in or is a national of any country that is embargoed or restricted under applicable export laws.

## **18. INDEMNIFICATION**

18.1. If Dataswift, its affiliates, suppliers and distributors or any of their employees, agents, or suppliers (the “Indemnitees”) face a legal claim by a third party arising out of the User’s negligence, breach of Terms or any applicable law, breach of your agreement with your customers, the User will bear the costs associated with the claim and any damages award, fine, or any other amount that is imposed on the Indemnitees in relation to the claim.

18.2. The obligation included in the previous paragraphs includes claims arising out of the acts or omissions of the User’s employees or agents, any other person that the User authorised to access the Services, and any person who gains unauthorised access to the Services due to the User’s failure to use reasonable security measures.

18.33. Dataswift will choose legal counsel to defend the claim and will inform you on the choice. You agree to cooperate with Dataswift’s in the defence of the claim. We may settle the claim only with the User’s consent. However, the User cannot unreasonably withhold, delay, condition or withdraw such consent.

## **19. GOVERNING LAW**

These Terms are governed by English law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

## **20. DISPUTE SETTLEMENT**

20.1 Dataswift wants to address the User’s concerns without needing a formal legal case. If a dispute arises out of the Terms, before filing a claim against Dataswift, the User agrees to attempt to resolve the dispute informally by contacting [contact@dataswift.io](mailto:contact@dataswift.io). Dataswift will make any effort to achieve an amicable solution to the dispute. If the dispute is not resolved informally within 15 days from the date of the first email concerning such a dispute, the User and Dataswift are entitled to start legal proceedings.

20.2 Any dispute arising out of the Terms, which is not resolved amicably in accordance with the preceding paragraph, is subject to the exclusive jurisdiction of the competent English Court the User may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a

class member in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

#### **21. WAIVER, SEVERABILITY AND ASSIGNMENT**

Dataswift's failure to enforce a provision of the Terms does not waive its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. The User may not assign any of their rights under these Terms, and any such attempt will be void. Dataswift may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

#### **22. MODIFICATIONS TO THE TERMS**

Dataswift may revise these Terms at any time, and will always post the most current version on its website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, the User agrees to be bound by the revised Terms.

#### **23. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and Dataswift with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms, except for what provided for under Article 3. These Terms create no third-party beneficiary rights.