

Please read these terms and conditions carefully before using Our Service.

INTERPRETATION AND DEFINITIONS

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

DEFINITIONS

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company downloaded by You on any electronic device, named Logiit
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** Logiit Inc. registration number 3216769, a limited company incorporated in the State of Delaware (referred to as either "the Company", "Logiit", "We", "Us", or "Our" in this Agreement)
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to, or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: the United States
- **Device** means any device that can access the Service, such as a computer, a mobile phone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Application or the Website or both.

- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.

- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.

- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service

- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

- **Website** refers to Logiit, accessible from www.logiit.co

- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

ACKNOWLEDGMENT

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Your Information

If You wish to subscribe to the Service, You may be asked to supply certain information relevant to Your requested service, including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, and Your billing address.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for the purpose of facilitating the completion of Your Order. Logiit is a business providing a digital logbook software application that connects companies and contractors.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons, including but not limited to:

- You are under the age of 18
- Misconduct or use of Application
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorised or illegal transaction is suspected.

Your Order Cancellation Rights Any Goods you purchase can only be returned in accordance with these Terms and Conditions and Our Returns Policy. Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about your right to cancel Your Order. Should you have a valid reason for early termination of your subscription, we will only refund the remainder of the term. We will not refund for Service used. A refund will be processed no later than 14 days from the day on which We approve the termination of Service. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating Our Service offering. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

PRICES POLICY

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting service delivery caused by government action, variation in tax/duties, foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

PAYMENTS

Subscriptions can be paid using either a Visa or MasterCard. Payment cards (credit cards or debit cards) are subject to validation checks and authorisation by Your card issuer. If we do not receive the required authorisation, We will not be liable for any delay or non-service delivery of Your Order.

Card transactions will be acquired for Logiit via Stripe, the approved payment gateway for United States Banks. Stripe uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.stripe.com to view their security certificate and security policy.

Customer details will be stored by Logiit separately from card details, which are entered by the client on Stripe's secure site. The merchant outlet country at the time of presenting payment options to the cardholder is United States. The transaction currency is the United States Dollar (USD).

SUBSCRIPTIONS**Subscription period**

The Service or some parts of the Service are available only with a paid Subscription. Service will be billed in advance for a 12-month period. At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period, and You will be able to access the Service until the end of Your Subscription period. Should you want to terminate your subscription, a minimum of 30 days notice is required to prevent your renewal from taking effect.

BILLING

You shall provide the Company with accurate and complete billing information, including full name, address, telephone

number, and valid payment method information. Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

FEE CHANGES

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

REFUNDS

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

FREE TRIAL

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

PROMOTIONS

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

USER ACCOUNTS

When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service. You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service. You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorised use of Your account. You may not use as a username the name of another person or entity, or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

CONTENT**Your Right to Post Content**

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms. You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libellous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly-generated, constituting unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity, including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service, You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed. The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state. You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

COPYRIGHT POLICY

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person. If You are a copyright owner, or authorised on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at info@logiit.co and include in Your notice a detailed description of the alleged infringement. You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.

- A statement by You that You have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorised to act on the copyright owner's behalf.

You can contact our copyright agent via email at info@logiit.co. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate.

INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

YOUR FEEDBACK TO US

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

LINKS TO OTHER WEBSITES

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

TERMINATION

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever,

including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

LIMITATION OF LIABILITY

Notwithstanding any damages that You might incur, the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" AND "AS AVAILABLE" DISCLAIMER

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected. Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from

or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

GOVERNING LAW

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

This website is governed by the laws of United States, and Logiit chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 66 West Flagler, Miami Florida, 33130, United States.

DISPUTES RESOLUTION

If You have any concerns or disputes about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

FOR EUROPEAN UNION (EU) USERS

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

UNITED STATES FEDERAL GOVERNMENT END USE PROVISIONS

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

UNITED STATES LEGAL COMPLIANCE

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

SEVERABILITY AND WAIVER**Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

USER DATA PRIVACY

Please read the information below regarding user data privacy carefully before using Our Service.

WHICH PERSONAL DATA ARE COLLECTED

Logiit endorses and adheres to the GDPR principle of 'data minimisation,' whereby Logiit only collects, processes, or stores the minimum amount of data that it requires to provide the requested service.

Different data is required at different points of the service provided by Logiit and is not all collected at the same time.

Depending on the service provided, this can include any or all of the following data:

- *Name*
- *Email address*
- *Contact telephone number*
- *Delivery address*
- *Passport or National ID*
- *Username and password for account access*
- *Photo*
- *Certifications*

In certain cases, Logiit may require additional information for either the qualifications provided or any other legitimate reason. In these instances, Logiit will always seek consent from the data subject, together with an explanation of why the additional information is necessary.

LEGAL BASIS FOR OBTAINING OR REQUESTING PERSONAL INFORMATION

Logiit requests personal information in its capacity as a data controller and obtains personal information from users for providing a service in its capacity as a digital logbook.

The legal basis for collecting personal information is primarily as follows:

- predominantly based on consent received from a data subject and on a legitimate business need to provide the data subject with the service requested;
- where Logiit is under legal obligation to collect personal information;
- in order to protect the vital interests of the data subject;

PURPOSE FOR WHICH WE COLLECT PERSONAL INFORMATION

Logiit is a data controller and data processor aligned with the GDPR principles.

Logiit uses personal information in a number of different ways, including but not limited to:

- providing the services requested by the data subject;
- providing the data subject or the controller with customer support inquiries;
- providing data subjects with information on new products;
- for analysis of information to establish user trends and needs;
- to communicate with the data subject on changes to services, policies, terms and conditions or other important information.

SECURITY & QUALITY OF PERSONAL DATA

Logiit aims to achieve the highest standard of quality data processing and is working to obtain ISO 27001.

Logiit records all personal information in accordance with GDPR guidelines. This policy, along with Logiit's Privacy Policy and Application Terms and Conditions are reviewed annually to ensure its successful execution and compliance with the correct guidelines.

Where personal data is compromised, and the breach is likely to result in a high risk to the rights and freedoms of natural persons, Logiit shall communicate the personal data breach to the data subject without undue delay, and as clearly and simply put as possible.

DATA SUBJECT RIGHTS

In accordance with GDPR legislation, data subjects are provided with the following rights by Logiit:

- **Right of Access.** This allows the data subject the right to obtain from Logiit confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data. Requests for personal data being processed by Logiit should be submitted to compliance@logiit.co
- **Right to rectification.** The data subject shall have the right to obtain from Logiit without undue delay the rectification of inaccurate personal data concerning him or her.
- **Right to erasure.** The data subject shall have the right to obtain from Logiit the erasure of personal data concerning him or her without undue delay and the controller shall have the obligation to erase personal data without undue delay. The right to erasure shall not apply where the personal data is required to be retained for compliance, legal, archiving or processing purposes by either the controller or the processor. Furthermore, where the erasure proves impossible or involves disproportionate effort.
- **Right to data portability.**
 - The data subject shall have the right to receive his/her personal data in a legible, simple and readable format from the controller, and

- To have his/her personal information transferred to another controller.
- **Right to object.** The data subject shall have the right to object to processing of his/her personal data at any time:
 - On grounds relating to his or her particular situation, concerning him or her which is based on paragraphs 3 and 4 above, and
 - Where personal data are processed for direct marketing purposes.

Logiit, as a controller and processor, its staff, third parties, and service providers are all subject to the Privacy Policy, and this Data Privacy Policy is under the control of the Data Protection Officer.

Logiit will never sell, share, or obtain personal information for any purpose whatsoever unless it receives the data subject's consent, and the recipient is GDPR compliant and has the appropriate security facilities in place.

RETENTION OF PERSONAL AND OTHER DATA

Logiit retains personal and processing data in line with GDPR guidelines.

All data that is required to be retained for compliance, legal, archiving, client support or ongoing processing is retained for as long as required to provide Logiit as a service.

CONSENT

By the Data Subject providing consent, and being advised about this privacy policy, he is giving Logiit permission to process personal data specifically for the purpose of the requested service.

Consent is required by Logiit to proceed with the requested service and will be explicitly requested and given.

VERIFICATION AND APPROVAL OF INFORMATION

By approving information, all supervisors affirm the truthfulness and accuracy of such information and accept full responsibility for its validity. By verifying documents and certifications provided by the contractor, all supervisors acknowledge that they have reviewed and confirmed the correctness of these documents and certifications.

Additionally, the contractor confirms that all information, documents, and certifications provided to the supervisor are truthful and correct.

GENERAL

Logiit have appointed an external Data Protection Officer to ensure the enforcement and compliance with GDPR. Any requests, complaints or communications by staff, third parties, service providers, data subjects, controllers, processors or the data security authority should be directed to the following email, namely compliance@logiit.co.

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