

# FastReport Cloud

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**IMPORTANT NOTICE:** THIS IS A **LEGALLY-BINDING CONTRACT**. THESE TERMS OF SERVICE AFFECT YOUR LEGAL RIGHTS AND WILL BE WHOLLY AGREED TO BY YOU THROUGH USE OF THE FAST REPORT CLOUD WEBSITE AND/OR SERVICES.

**IF YOU DO NOT WHOLLY AGREE TO THE TERMS OF SERVICE HEREIN, DO NOT USE FASTREPORT CLOUD WEBSITE OR SERVICES**

These FastReport® Cloud Terms of Service (“*Terms of Service*”) govern access to and use of the Fast Reports Inc. (“*Fast Reports*”) FastReport® Cloud Website and Services by all Users (or “*You(r)*”). These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles.

YOU ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WHETHER YOU ACCESS THE WEBSITE OR SERVICES DIRECTLY FROM FAST REPORTS, OR THROUGH ANY OTHER SOURCE. BY USING AND/OR OPERATING THE WEBSITE AND SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. BEFORE ACCESSING CERTAIN FEATURE OF THE WEBSITE AND SERVICES YOU WILL ALSO HAVE THE OPPORTUNITY TO ACCEPT THIS OFFER OF AGREEMENT THROUGH A CLICK-THROUGH PROCEDURE. IF YOU DO NOT WISH TO ACCEPT THE TERMS OF THIS AGREEMENT AND/OR TO DECLINE THIS AGREEMENT, YOU SHALL NOT USE AND/OR OPERATE THE WEBSITE AND SERVICES. IF YOU CHOOSE TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY DO SO BY CHECKING “I AGREE” USING THE DESIGNATED BUTTON, YOUR CLICK OF THE “I AGREE” BUTTON IS A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I AGREE” BUTTON, YOU CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE AGAINST YOU PURSUANT TO ITS TERMS TO THE SAME EXTENT AS ANY WRITTEN NEGOTIATED AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU SHOULD NOT OPERATE THE WEBSITE AND SERVICES AND YOU WILL NOT BE ALLOWED TO USE, OR OPERATE THE WEBSITE AND SERVICES.

IF YOU REGISTER FOR CLOUD SERVICES USING AN EMAIL ADDRESS ASSOCIATED WITH YOUR EMPLOYER OR OTHER ORGANIZATION, THEN:

(i) YOU SHALL BE DEEMED TO BE AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY;

(ii) THE TERM “YOU(R)” IN THESE TERMS OF SERVICE WILL REFER TO YOUR EMPLOYER OR THAT ORGANIZATION, AS APPLICABLE.

If You do **NOT AGREE** to any specific additional terms which apply to particular Content or to particular transactions concluded through the Fast Reports Website or Services, then You should **NOT** use the part of the Website or Services which contain such Content or through which such transactions are concluded. When using or taking advantage of any Services, should You visit another website or obtain any products, applications, or services from another entity or provider, whether free of charge or for payment, You will be subject that third-party’s guidelines and conditions applicable to such products, applications or services, and **NOT** those of Fast Reports.

These Terms of Service will continue to apply until terminated by either You or Fast Reports in accordance with these Terms of Service. UPON TERMINATION OF THIS AGREEMENT, YOU WILL NO LONGER BE AUTHORIZED TO USE OR TAKE ADVANTAGE OF THE SERVICES IN ANY WAY.

FAST REPORTS INC.’S [PRIVACY POLICY](#) IS INCORPORATED AND MADE A BINDING PART OF THESE TERMS OF SERVICE.

### **Key Definitions**

**Access and Use:** The act of electronically visiting the Website and/or taking advantage of Services or any information provided by Fast Reports.

**Documentation:** Standard published documentation regarding the Services, as amended from time to time, and available at [https://www.fast-report.com/public\\_download/docs/Cloud/online/en/user/en-US/index.html](https://www.fast-report.com/public_download/docs/Cloud/online/en/user/en-US/index.html).

**End User:** An individual to whom You or your Administrator(s) authorize or invite to use the Services.

**Order:** An online order, purchase order, or invoice-order sent by the Administrator to Fast Reports requesting a specific Plan and containing the information requested by Fast Reports order form as made available by Fast Reports and reasonably necessary for the provision of the Services.

**Plan:** A subscription plan purchased pursuant to an Order entitling You to Use the services subject to the usage restrictions further described at <https://www.fast-report.com/en/product/fast-report-cloud/>.

**Platform:** Cloud software allowing for the generation, storage and delivery of FastReport® Cloud reports.

**Services:** All FastReport® Cloud Services, including, but not limited to, all content, data, documents, graphics, information (whether or not User Content), products, text, and all other

elements offered through the Website, Platform or any mobile application (app). For the avoidance of doubt the Services include any downloadable client software made available by Fast Reports and the Platform.

**Users (“You(r)”):** All individuals, partners, or groups, including all business, commercial, non-profit, organizations or entities in whatever form, whether legally recognized or not, who access and take advantage of the Website or Services, except for Your End Users.

**Website:** The FastReport® Cloud website and the associated Services found at <https://fastreport.cloud/app/>.

## 1. UPDATES TO TERMS OF SERVICE

These Terms of Service may be amended by Fast Reports at any time upon notice through any of the following means: a posting on the main page of the Website, at or after You login to Your User Account, or by e-mail to the address You provided when You set up Your User Account. Your failure to provide or maintain accurate or current contact information in Your User Account will not obviate Your responsibility to comply with these Terms of Service. Please check these Terms of Service regularly to ensure that You are aware of all terms governing Your use of the Website and Services. Specific terms and conditions, if and when unequivocally indicated by Fast Reports, may apply to specific content, products, materials, Services or information contained on or available through this Website (the “*Content*”) or transactions concluded through this Website. Such specific terms may be in addition to these Terms of Service, or, where inconsistent, only to the extent that the Content or intent of such specific terms is consistent with these Terms of Service, and then such specific terms will prevail. Please check these Terms of Service regularly to ensure that You are aware of all terms governing Your use of the Website and Services.

## 2. USER OBLIGATIONS

**2.01 Agreement of Use.** You **AGREE** to use the Website and Services only for purposes permitted by these Terms of Service as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction(s). Specifically, You **AGREE** and warrant that in using the Website and Services, Your actions do not contravene the laws, rules, or regulations of (1) the country, state, or locality where You reside, or (2) the country, state, or locality where Fast Reports is located or operates. This includes complying with applicable export and import restrictions as well as any other restrictions. The rights of any User licensed to use the Services cannot be shared or used by more than one individual. No part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, except as expressly provided herein;

**2.02 Prohibited Conduct.** You **AGREE** not to access (or attempt to access) the Services by any means other than through the means provided by Fast Reports or its Authorized Partners. You **AGREE** to make every reasonable effort to prevent third parties not authorized by Fast

Reports from accessing the Services. You **AGREE** not to access (or attempt to access) the Services by way of automated means and that You will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Specifically, You **AGREE** that You will not and Your End Users will not:

- Share Login ID or password for purposes of another's use;
- Use or attempt to use another User Account or End User Account, password, or username;
- Remove or modify any Website or Service markings, watermarks, or any notice of Fast Reports or its affiliates;
- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Fast Reports;
- Disrupt or interfere with any other User's enjoyment of the Website and Services or affiliated or linked sites;
- Upload, post, or otherwise transmit through the Website and Services any viruses or other harmful, disruptive, or destructive files or computer codes;
- Access or attempt to access any Content or User Content which You are not authorized to access under the terms herein;
- "Stalk", harass, threaten, or defraud other users or Post inflammatory statements to get responses;
- Send, post, or make available pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate messages to other users;
- Make unsolicited offers, advertisements or proposals; or send chain letters, unsolicited email, SMS, "spam" or other junk messages;
- Use the Website or Services for any illegal or unlawful purpose;
- Use the Website or Services in any manner that in Fast Reports' sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Website or Services;
- Disrupt or interfere with the security of, or otherwise cause harm to the Website, Services, Content, User Content, system resources, accounts, passwords, servers, or networks connected to or accessible through the Website and Services or any affiliated or linked sites.

### **3. License**

**3.01 Your Use of FastReport® Cloud Service.** You are granted a revocable, limited, non-exclusive, non-transferrable, and non-sublicensable license (the "***FastReport License***") to use the Website and Services, so long as Your use of such Website and Services are expressly permitted in these Terms of Service, the Documentation, and applicable Order. Fast Reports reserves the right to immediately revoke Your FastReport License upon the breach of these Terms of Service, or upon a good faith belief that Your use of the Services will be injurious to Fast Reports, others, Users, the public, or in violation of these Terms of Service. Additionally, this FastReport License is not a sale of any of Fast Reports' intellectual property owner's rights.

**3.02 Purchase Through Reseller.** If You purchase the Services through a reseller, please be aware that the Reseller cannot grant You rights in excess of the rights granted to the reseller.

#### **4. USER ACCOUNT**

**4.01 User Account.** You must sign up for a personalized Account (“*User Account*”) with Fast Reports in order to access the full range of features offered by the Website and Services. In creating Your User Account, You **AGREE** to submit accurate, current, and complete information and keep this information frequently updated. Fast Reports reserves the right to suspend or terminate User Accounts which it suspects are used in contradiction to these Terms of Service and/or contain information that is untrue, inaccurate, not current, or incomplete. When You create Your User Account, You will choose a personal, non-transferable username and password. User Accounts may not be “shared” or used by more than one individual. After You **ACCEPT** these Terms of Service and Your User Account registration has been accepted by Fast Reports, Your User Account will be established. You are solely responsible for any and all activities that occur under Your User Account, whether or not such use was authorized by You.

**4.02 User Account Information.** The information You provide will be used only for such purposes as allowing You to set up a User Account and End User Accounts to interact with other users through the Service, improve the content of the Service, customize the advertising and content on the Services, and communicate specials and new features. It is completely optional for You to engage in these activities and/or make any purchases from Fast Reports. Unless unequivocally prohibited by a non-waivable provision of the applicable law, Fast Reports may archive and/or backup for a period of time Fast Reports may deem necessary or required in its reasonable discretion all User Account information and User Content for purposes of protecting its own and User’s legal rights, valid requests from law enforcement, and for financial record. These archives and/or backups may be retained after the termination of Your User Account, whether or not the termination is initiated by Fast Reports or You, and will be kept by Fast Reports only for the purposes described herein and the Fast Reports Privacy Policy, which describes how Fast Reports collects, uses, discloses, manages and stores Your and End User personally identifiable information (“*Personal Information*”).

**4.03 User Account Actions.** In creating Your User Account, You **AGREE** to full responsibility involving any and all copyright or trademark infringement claims stemming from the creation and customization of Your User Account. You **AGREE** and understand that You alone are responsible for maintaining the confidentiality of all usernames and passwords associated with any User Account You use to access the Website and Services. You will be held accountable for all activities that occur under Your User Account. Fast Reports is not liable for any harm caused or related to the theft or misappropriation of Your username, password, User Content, disclosure of Your username or password, or Your authorization of anyone else to use Your username or password. However, You could be held liable for losses incurred by Fast Reports, another User or any third party due to misappropriation and use of Your User Account. If You become aware of any unauthorized use of Your User Account, please notify Fast Reports immediately at [support@fast-report.com](mailto:support@fast-report.com).

## 5. ADMINISTRATION

**5.01 Administrator.** The Services allow You to designate certain individuals as Administrators who have the rights and controls over Your use of the Services, End User Accounts, and Orders. As further described in the Services, Administrator status includes placing Orders for Services or connecting applications (which may require additional payment); creating, disabling, monitoring, or modifying End User Accounts and setting permissions to connect End Users; and controlling access to Your End Users or other data.

You are responsible for the actions of any Administrator You designate. Fast Reports is not responsible for the actions of the Administrator or for the internal management of the services as between You, the Administrator, and Your End Users.

**5.02. Reseller as administrator.** If You purchase the Services through a reseller, You are responsible for determining whether reseller can act as an Administrator and for any related rights or obligations under Your applicable reseller agreement. You are responsible for the actions of a reseller Administrator, including any Orders such Administrator places. As between You and the reseller Administrator, You are solely responsible for any access to Your accounts or Your End User accounts.

**5.03 End Users.** Administrators have the ability to grant End Users access to the Services by setting up a unique account and login credentials (“**End User Account**”). Administrators may grant access to the extent permitted by existing and applicable Orders. If an Administrator wishes to add additional End Users in excess of those permitted by Your existing Plan, the Administrator may place an Order for an upgraded Plan or an additional Plan, at the then-current pricing, allowing additional End Users, as set out at <https://www.fast-report.com/en/product/fast-report-cloud/#pricing>.

**5.04 End User Information.** Fast Reports collects certain End User information in accordance with its [Privacy Policy](#). You are responsible for obtaining and recording all necessary information and all necessary permissions from Administrators and End Users to allow the provision of the Services by Fast Reports to Administrators and End Users as described in these Terms of Service and the Privacy Policy. You must provide evidence of such consent upon Fast Reports’ reasonable request. <https://www.fast-report.com/en/privacy/>

**5.05. Responsibility for the use of the Services by End Users.** You are responsible for understanding the settings and controls of each aspect of the Services that You use, and for controlling who Your Administrator(s) authorize to become an End User. If Payment is required to use or access any part of the Services, Fast Reports shall only provide such Services to those End Users for whom payment has been made, and only such End Users are permitted to access and use these Services. You are responsible for compliance with these Terms of Service by all End Users, including any payment obligations. Please note that You are responsible for the actions of Your End Users and how End Users use Your Data, even if those End Users are not from Your organization or operational control.

You must require all End Users to keep their login credentials and passwords for the Services in strict confidence and not to share such information with any person. End User Accounts are tied to individuals and cannot be shared with others. You are responsible for all actions taken using End User Accounts and agree to notify Fast Reports immediately of any noncompliance that You become aware of.

**5.06. Domain Name Ownership.** If You need to specify a domain for the Services to operate or certain features of the Services, Fast Reports may ask for confirmation that You own or control that domain. If You do not own or control that domain, Fast Reports will not be obligated to provide You with Services or Service features.

## **6. CUSTOMER PAYMENT TERMS AND COST**

**6.01 Costs.** You shall pay Fast Reports in the amount indicated in the applicable invoice based on the Plans purchased in an applicable Order. Annual Plans shall be two weeks after the start of the applicable annual term, at the then-current rate when the applicable Order was placed. Monthly Plans shall be invoiced two weeks from the beginning of the next month at the rate current for such month, as determined by Fast Report from time to time.

**6.02 Payment.** Payment for the Services is due at the times indicated in the applicable Plan. Payment shall be made in accordance with the instructions published on the Website, as amended by Fast Reports from time to time. The date of payment shall be the date of crediting funds to the current account of Fast Reports.

**6.03 Processing.** Within a reasonable time of Fast Reports receiving confirmation of payment, Fast Reports shall send You instruction on how to connect to the Services. It is solely Your responsibility to confirm whether payment has processed and rectify any errors in the event that Fast Reports does not receive such payment. In the event that Fast Reports does not receive your payment as invoiced, any access to the Services shall be blocked as determined by the applicable Documentation.

**6.04 Reseller.** If You purchase the Services through a reseller, You shall pay the reseller on terms agreed between You and the Reseller. The Reseller shall then pay Fast Reports.

**6.05 Additional End Users.** In the event that You wish to add End Users in excess of those permitted by an existing Plan, Your Administrator must place a new Order. The new Order shall be priced at the rates in effect at that time.

**6.06 No Refunds.** Except as stated to the contrary in Section 11.03, all **ORDERS** and **PURCHASES** of the Services, licenses, content, and subscriptions are **FINAL**, with no refunds of any kind.

## **7. USER CONTENT**

**7.01 General.** Users Account and End User Account holders may upload, store or transfer files, data, information, and other material ("*User Content*") through the Website and Services. Fast Reports does not own any User Content and does not monitor, edit, or disclose any information regarding You, Your User Account, End Users, or End User Accounts without Your prior permission, except in accordance with these Terms of Service or Privacy Policy. You understand and **AGREE** that by using the Website and Services, You may be exposed to Content that You may find offensive, indecent or objectionable and that You use the Website and Services at Your own risk.

**7.02 User-Uploaded Content.** Fast Reports allows Users and End Users to upload User Content to the Services. You hereby grant Fast Reports the right to access, use, process, copy, export, modify, and display Your and End User's User Content in accordance with these Terms of Service. Fast Reports shall not be responsible for any corruption of files, loss of data, breach of security, hacks, viruses, or any similar compromises of data You or End Users experience; this liability will solely fall upon the You and/or any third-party platform or service You or End Users use in order to upload User Content onto the Website or Services. Fast Reports does not control, is not responsible for, and makes no representations or warranties with respect to any User Content. You are solely responsible for Your access to, use of and/or reliance on any User Content. You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research, and due diligence with respect to any User Content. It is Your responsibility to investigate the licensing of any User Content prior to using such User Content in any way and to ensure that Your use of any such User Content complies with all applicable laws, licensing requirements and does not infringe any third-party proprietary rights. You are also responsible for any content that You or End Users post or transmit as well as all content posted or transmitted through or by use of Your User Account or any End User Account.

**7.03 User Content Ownership.** Except as provided in the following paragraph, Fast Reports acknowledges and agrees that it claims no ownership or control, nor does it obtain any right, title, or interest from You under these Terms or to any User Content that You or Your End Users post, submit, or upload to the Fast Reports Website or through its Services, including any intellectual property rights in User Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless otherwise agreed between the Parties, You retain copyrights and any other rights You already hold in Your User Content. You alone are responsible for protecting those rights, as appropriate, and You **AGREE** that You are responsible for protecting and enforcing those rights and that Fast Reports has no obligation to do so on Your behalf. Fast Reports reserves the right to retain a copy of all User Content that You post, upload, or submit to the Website or through its Services. Anonymized retained content, data, or User Content will be for the benefit of Fast Reports to better experiences and services for users, monitor compliance with these rules, protect itself, Users, and other licensors and licensees' legal rights, or for any other good faith purposes as Fast Reports sees fit.

**7.04 Prohibited User Content.** Types of User Content prohibited from the Website and Services includes but is not limited to: (1) illegal content; (2) content relating to the creation, advertising, distribution, or receipt of illegal goods or services; (3) content that discloses another person's personal, confidential, or proprietary information without consent; (4) fraudulent content; or (5) malicious content such as malware or spyware.

## **8. YOUR WARRANTIES**

**8.01 GENERAL.** YOU HEREBY WARRANT THAT: (i) ALL INFORMATION PROVIDED BY TO FAST REPORTS IN CONNECTION WITH THE WEBSITE, AND THE SERVICES IS TRUE, ACCURATE, CORRECT, AND UP TO DATE; (ii) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE; (iii) YOU ARE OF LEGAL AGE (18 YEARS OLD) TO FORM A BINDING CONTRACT WITH FAST REPORTS; (iv) YOU WILL SEEK ALL NECESSARY



GOVERNMENTAL APPROVALS REQUIRED TO EFFECTUATE THESE TERMS OF SERVICE; (v) YOU SHALL PERFORM ALL OF YOUR OBLIGATIONS UNDER THESE TERMS OF SERVICE IN ACCORDANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS; AND (vi) YOUR USER MATERIALS, USER CONTENT, EDITORIAL, TEXT, GRAPHIC, AUDIOVISUAL, AND OTHER CONTENT THAT YOU OR END USERS SUBMIT TO FAST REPORTS OR MAKE AVAILABLE TO OTHER USERS DO NOT: (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY; (3) RESULT IN ANY CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY OR CAUSE INJURY TO ANY THIRD PARTY; (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH; (5) VIOLATE ANY APPLICABLE LAW, STATUTE, ORDINANCE, OR REGULATION; OR (6) CONTAIN ADULT CONTENT OR PROMOTE ILLEGAL ACTIVITIES.

If You entered this Agreement on behalf of Your employer or another organization or legal entity, You represent and warrant that: (i) You have the necessary authority to enter into the Agreement on behalf of the employer, organization, or legal entity; (ii) You have read and understood these Terms of Service; and (iii) You agree to the terms of these Terms of Service on behalf of the employer, organization, or legal entity You represent.

**8.02 Data.** You represent and warrant that: (i) You have obtained all necessary rights and permissions to the User Content uploaded to the Services and to grant to Fast Reports the rights required by these Terms of Service; (ii) Your and Your End Users' User Content, its submission to the Services and use will not violate (a) any laws, (b) the intellectual property, privacy or other rights of third parties, or (c) Your or third-party local regulations regarding the processing of such User Content.

**8.03 Export.** Any and all products downloaded or purchased from this Website and Services may be subject to United States export controls. You or Your representatives **AGREE** that You and Your End Users are not nor will be at any time in the future (i) located in a country embargoed by the United States, (ii) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (OFAC); (iii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56 or any Executive Order of the President issued pursuant to such statutes; or (iv) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons"; (v) or if the undersigned is an individual or a company, named on the U.S. Treasury Department's list of Specially Designated Nationals (SDN); or (vi) on the United States Commerce Department's Table of Deny Orders.

## **9. INTELLECTUAL PROPERTY (IP); LINKING**

**9.01 Sole Ownership of IP Rights.** The Website, in its entirety (except for User Content), including the FastReport® Website name and logo, and all other Services Content, site design, text, data, interfaces, product and service names, design marks, logos, button icons, legends, images, photographs, music, audio or video clips, titles, page headers, graphics, software and the selection, expression, structure, arrangement, coordination, enhancement

and presentation of said elements, as well as the “look and feel” of the Website (including color combinations, layout, design and all other graphical elements), are the sole property of Fast Reports and/or its authorized affiliates. The foregoing elements of Fast Reports are protected by any and all U.S. and international copyright, service mark, and trademark treaties, laws, regulations, and rules and may not be copied, used or re-used for any purpose not expressly authorized in these Terms of Service, without Fast Reports’ prior written permission. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. Material published by Fast Reports on the Website may contain other proprietary notices or describe products, services, processes, or technologies owned by Fast Reports to which the same such protections and rights discussed above will exist, unless such material is rightly owned by a third party.

**9.02 Use of Fast Reports IP.** Nothing in these Terms of Service or through the use of the Services shall be construed as granting You a license to use such material under any copyright, service mark, trademark, patent or other intellectual property right of Fast Reports or any other third party, except as otherwise granted herein. Similarly, unless otherwise specifically provided herein or authorized by Fast Reports in writing, all rights in the Website, Services, and Content not expressly granted to You is reserved by Fast Reports. Pursuant to the FastReport License and other licenses granted herein, You **AGREE** not to copy, republish, frame, or make available for assign, download, distribution, lease, license, loan, modification, rent, sale, sublicense, transmission, reverse engineering, or creation of derivative works based on the Content, Website, or Services, other than in conjunction with the Services offered by Fast Reports. You also **AGREE** to not delete nor change any attribution or proprietary rights notices in any Fast Reports or User Content.

**9.03 Third Party Materials.** The Website and Services may include links to other websites and/or third-party products that are not under Fast Reports’ control (collectively, “*Third-Party Materials*”). Fast Reports provides such links only for convenience to users of the Website and Services, and the inclusion of any link to Third-Party Material(s) does not imply endorsement by Fast Reports of the content, products and/ or services of such Third-Party Material(s). Notwithstanding any provision to the contrary herein, nothing in these Terms of Service shall be construed as to grant You any rights or licenses with regard to such Third-Party Material(s) or to entitle You to use such Third-Party Material(s). Your right to use such Third-Party Materials is governed by the terms of the Third-Party Materials license agreement specified by Fast Reports and not under these Terms of Service. Fast Reports shall not be responsible in any way for such Third-Party Materials and requests You read the terms of service and privacy policy of these third parties before taking advantage of their services. By using any of these Third-Party Materials, You **AGREE** that Fast Reports may share Your data associated with this use with any of these affiliated third parties to attain a specific result, as outlined in Fast Reports’ Fas Privacy Policy.

**9.04 Linking to Website.** Linking to this Website is permitted provided that You comply with the following rules. You may link to the home page of this Website or to any other page of this Website. However, You are not allowed to use in-line linking (or hot-linking) or framing. You must not imply that Fast Reports endorses or sponsors the linker or its website, products or services. You must not use Fast Reports intellectual property, including, but not limited to, trademarks, trade names, and copyrights without advance written permission from Fast Reports. Furthermore, You **AGREE** to remove the link at any time upon Fast Reports’ request.

## **10. FAST REPORTS WARRANTIES AND DISCLAIMERS**

**10.01 Conformance to Documentation.** Fast Reports represents and warrants that the Services shall substantially conform to the Documentation.

**10.02 SERVICES “AS IS” AND “AS AVAILABLE.”** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.01, ALL CONTENT AND/OR SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” FOR THE AVOIDANCE OF DOUBT, FREE TRIAL ACCESS IS PROVIDED “AS IS” AND “AS AVAILABLE.” THE USE OF THE WEBSITE, SERVICES, FREE TRIAL ACCESS, OR THE DOWNLOADING OR OTHER USE OF ANY PRODUCTS THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.01, FAST REPORTS HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THE WEBSITE, SERVICES, FREE TRIAL ACCESS, OR THE CONTENT. FAST REPORTS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE WEBSITE, THE SERVICES, FREE TRIAL ACCESS OR CONTENT. YOU ACKNOWLEDGE THAT ANY INFORMATION SENT MAY BE INTERCEPTED IN TRANSMISSION OR OTHERWISE. FAST REPORTS DOES NOT WARRANT THAT THE WEBSITE, SERVICES, CONTENT, OR THE SERVERS WHICH MAKE THE WEBSITE, SERVICES, OR CONTENT AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY FAST REPORTS ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS.

**10.03 LIMITATION OF LIABILITY.** FAST REPORTS’ LIABILITY ARISING OUT OF THE SERVICES, INCLUDING ANY ONE OR MORE CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO; ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE CONSIDERATION PAID BY YOU TO FAST REPORTS HEREUNDER DURING THE PRECEDING SIX (6) MONTHS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. ANY ACTION BROUGHT AGAINST FAST REPORTS PERTAINING TO OR IN CONNECTION WITH THIS WEBSITE AND SERVICES MUST BE COMMENCED AND NOTIFIED TO FAST REPORTS IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

**10.04 NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL FAST REPORTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE,

COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO ALL CIRCUMSTANCES.

**10.05 NO LIABILITY FOR FREE TRIAL ACCESS.** IN NO EVENT SHALL FAST REPORTS OR ANY OF ITS PARTNERS OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION). THIS REFUSAL OF LIABILITY SHALL EXIST UNDER ANY THEORY OF LIABILITY RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE FREE TRIAL ACCESS, STATEMENTS, OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE WEBSITE AND SERVICES RELATED TO FREE TRIAL ACCESS, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, OR ANY SERVICES AVAILABLE THROUGH THE WEBSITE RELATED TO FREE TRIAL ACCESS THAT ARE DELAYED OR INTERRUPTED, EVEN IF FAST REPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **11. TERM AND TERMINATION**

**11.01 Term.** These Terms of Service shall remain in force until through the subscription term in any Order. The subscription term in any Order shall automatically renew for the same amount of time as the initial subscription term unless You give notice to Fast Reports of Your intention to cancel the subscription.

**11.02 Termination for Cause.** Either party may terminate these Terms of Service (a) for the other party's material breach, unless the other party rectifies such material breach within thirty (30) days of notice thereof; (b) if the other party ceases to operate without a successor in title; (c) if the other party declares insolvency or bankruptcy; (d) if a petition is filed in any court and not dismissed in ninety (90) days to declare the other party bankrupt or for such other party's reorganization under bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the rights of creditors; or (e) if the other Party consents to the appointment of a trustee in bankruptcy or a receiver or similar entity.

**11.03 Termination for Convenience.** You may terminate these Terms of Service or any Order at any time and for any reason, or no reason, by paying all amounts invoiced pursuant to Section 6 above and due under all Orders for the remainder of the subscription term after the date of termination, and sending notice thereof to Fast Reports. Fast Reports may terminate these Terms of Service or any Order at any time and for any reason, or no reason, and giving You a pro-rata refund for any amounts paid for unused Services, under all applicable Orders.

**11.04 Upon Termination.** Upon the expiration or termination of these Terms of Service, You and any third-parties operating on Your behalf may not use the Services and must delete (or return at Fast Reports' request) all Confidential Information and other stored aspects of the Services. Upon request from Fast Reports, You shall provide reasonable confirmation and verification of such deletion.

Upon the expiration or termination of these Terms of Service or any subscription term in an applicable Order, You will not have access to Your User Content, and Fast Reports may delete all such content (unless prohibited by law). You must export Your User Content using the functionality of the Services prior to expiration or termination of any Order or these Terms of Service, as applicable.

## **12. CLAIMS OF COPYRIGHT AND TRADEMARK INFRINGEMENT**

**12.01 Copyright.** To report the infringement of Your please follow the instructions found at <https://www.fast-report.com/en/privacy/>.

**12.02 Trademark Infringement Notice.** Fast Reports recognizes the importance of trademarks and takes allegations of trademark infringement very seriously. If You are the trademark owner (or the authorized representative of the owner), You can report a claim of trademark infringement to Fast Reports at support@fast-report.com. While Fast Reports does not adjudicate disputes between parties in connection with trademark infringement or any other matter, Fast Reports will make good faith effort to address Your concerns, including (in some instances) removing the infringing content or disabling access to the infringing content. However, in order to be assured that the claimed content is indeed infringing, Fast Reports may require proof from You, such as, for example a trademark registration or a court order finding trademark infringement. Some services or products on the Website are created and operated by third-party developers or service providers. As such, Fast Reports does not have the ability to control the content made available through these applications or services. If You believe Your trademark has been infringed by a third-party service provider and not Fast Reports, You should contact the third party directly with Your concerns.

## **13. SUPPLY AND RIGHT TO SERVICE**

Temporary suspension of access to the Website or Services may occur with notice at Fast Reports' sole discretion including, without limitation, in the case of repair, maintenance, system failure, or for reasons beyond Fast Reports' control. Fast Reports reserves the right to suspend the operation of its Website or Services but will only do so on a good faith basis. The

Website and Services may contain references to specific Fast Reports products and services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country.

#### **14. INDEMNIFICATION**

You hereby **AGREE** to indemnify and hold harmless Fast Reports, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty, or liability, which includes reasonable attorney fees and other professionals' costs, which are payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of User Content or Your breach of any representation, warranty, obligation, or covenant of these Terms of Service. Fast Reports retains the exclusive right to compromise, pay, and settle, without Your consent, any and all claims or causes of action that are brought against Fast Reports. Fast Reports also reserves the right, at Your expense, to assume the exclusive control or defense of any matter for which You are required to indemnify Fast Reports and You **AGREE** to cooperate with the defense of these claims. You **AGREE** not to settle any matter in which Fast Reports is named as a defendant and/or for which You have indemnity obligations hereunder, without Fast Reports' prior written Consent. Fast Reports will use all reasonable efforts to communicate with and notify You of any such action, claim, or other proceeding in an acceptable and timely manner.

#### **15. MISCELLANEOUS**

**15.01 Survival.** Sections 1, 7-11, 14, and 15 shall survive the termination of these Terms of Service.

**15.2 Assignment.** Fast Reports may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time with or without Your consent. You, however, may not assign or delegate any rights or obligations under these Terms of Service without Fast Reports' prior written consent, and any unauthorized assignment and delegation by You shall be void and ineffective.

**15.03 Feedback.** You may from time to time provide suggestions, comments, or other feedback to Fast Reports with respect to any product, material, software, or information provided by Fast Reports ("**Feedback**"). Such Feedback is warmly appreciated and welcomed by as Fast Reports strives to bring You the best possible services. All Feedback is and shall be entirely voluntary and shall not, absent a separate agreement, create any confidentiality obligation for Fast Reports. Fast Reports will not disclose the source of any feedback without notice to the providing party. However, Fast Reports shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to You. The foregoing shall not, however, affect either party's obligations hereunder with respect to the information protected pursuant to Fast Reports' Privacy Policy.

**15.04 Agreement to Deal Electronically.** All transactions with or through the Website or Services will be conducted and executed electronically. Fast Reports may keep records of any type of communication conducted via the Website or Services. You **AGREE** to receive electronic communications from Fast Reports, which shall include all agreements, disclosures, and notifications, and that such communications will always be in writing. All electronic records are deemed sent when they are properly addressed to the recipient and the record enters an information processing system outside the control of the sender or the record enters a region of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent, in a form capable of being processed by that system, and from which the recipient is able to retrieve the electronic record.

**15.05 Injunctive Relief.** You acknowledge and **AGREE** that any violation or breach of these Terms of Service may cause Fast Reports immediate and irreparable harm and damage. As a result, Fast Reports has the right to, and may in its sole discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief against You regarding any violation or breach of these Terms of Service. In addition to any and all other remedies available to Fast Reports in law or in equity, Fast Reports may seek specific performance of any term in these Terms of Service.

**15.06 Force Majeure.** With the exception of payment obligations, neither You nor Fast Reports will be liable for the failure to abide by or to perform an obligation under these Terms of Service, to the extent that such failure is caused by a force majeure event. A force majeure event includes acts of God, action by a governmental entity, civil disturbances, loss of electricity and/or telecommunications, natural disasters, strike, terrorism, war, or any other such extreme event beyond the reasonable control of either You or Fast Reports.

**15.07 Severability.** These Terms of Service will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of these Terms of Service is held to be invalid or unenforceable under applicable law, then (a) such provision will be interpreted, construed, or reformed to the extent necessary to render the same outcome as attempted in the original writing (or as close thereto as possible); and (b) such invalidity or unenforceability will not affect any other provision of this Agreement. However, if any material limitation or restriction is deemed illegal, invalid, or otherwise unenforceable in regards to the FastReport License(s) any licenses hereunder will immediately terminate.

**15.08 Waiver; Terms of Service Rights.** In the case Fast Reports or You waive any breach or rights under these Terms of Service, this waiver will affect only that particular situation and will not waive any other future breach. Additionally, the failure of Fast Reports to enforce these Terms of Service under strict performance will not be construed as a waiver of Fast Reports' rights and remedies, herein, nor shall the particular failure to enforce said situation stand as precedent that Fast Reports does not enforce these Terms of Service under strict performance. Fast Reports fully intends to enforce these Terms of Service in strict performance, however, Fast Reports reserves the right to enforce and waive breaches, remedies, and rights on a case-by-case basis. Any such waiver, as discussed above, must be made in writing and executed by Fast Reports, and when appropriate You, in order for any effect to be given to said waiver. No waiver will be effective without Fast Reports' authorized signature, and when Your signature is required, no waiver also will be effective

without Your authorized signature, unless Fast Reports can prove reasonable efforts were given or bad faith is at issue.

**15.09 Governing Law and Jurisdiction.** These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. In the event of a dispute arising from or relating to the subject matter of these Terms of Service, suit may be brought only in the United States District Court for the Eastern District of Virginia, provided that, in the event that suit may not be brought in the United States District Court for Eastern District of Virginia, suit may be brought in any court of competent jurisdiction within the Commonwealth of Virginia. The Parties further agree to submit to the personal jurisdiction of any such court in the Commonwealth of Virginia for purpose of adjudicating any dispute arising from or relating to the subject matter of this Agreement and Parties agree to accept service of process in connection with any such suit. You **AGREE** to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any claim or cause of action arising out of, relating to, or in connection with these Terms of Service or the Website or Services, provided that such exclusivity does not apply to legal actions initiated or brought by Fast Reports. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG), the application of which is expressly excluded.

**15.10 Entire Agreement.** These Terms of Service, including if not superseded by the most recent version (by calendar date of implementation) of Fast Reports' Terms of Service, the Fast Reports Privacy Policy, and Data Processing Addendum constitute the entirety of the agreement between Fast Reports and You to access and use the Website and Services. No waivers will be given effect that are not in writing, and likewise, no other documents shall be consulted or are necessary in interpretation of this agreement between Fast Reports and You, besides these Terms of Service, the Documentation, Privacy Policy, and applicable Orders. This agreement and all documents and communications related thereto are and will be written in English. Unless allowed for and excepted by these Terms of Service, the agreement between You and Fast Reports is wholly contained, herein.

**FAST REPORTS DOES NOT BEAR ANY RESPONSIBILITY NOR ASSUMES ANY RISKS IF BY ANY REASON A PRODUCT OR A SERVICE MADE AVAILABLE ON THIS WEBSITE BREACHES NATIONAL LAW OF ANY COUNTRY. THOSE WHO ACCESS THE WEBSITE OR SERVICES DO SO AT THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH THEIR NATIONAL LAWS.**

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