

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website and all our services provided through Atlassian Marketplace.
- 1.2 By using our website and services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

2. Credit

- 2.1 This document was created using a template from Docular (<https://docular.net>).

3. Copyright notice

- 3.1 Copyright (c) 2021 Dmitry Sosnitskiy (trading as Mage Software).
- 3.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Permission to use

- 4.1 You may:
 - (a) view pages from our website in a web browser, including the pages displayed through Atlassian Jira;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website or generated by our servicesubject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 4.5 We reserve the right to suspend or restrict access to our website or services, and/or to functionality upon our website. We may, for example, suspend access to the website or services during server maintenance. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures.

5. Misuse

5.1 You must not:

- (a) use our website or services in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
- (b) use our website or services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) hack or otherwise tamper with our website or services;
- (d) probe, scan or test the vulnerability of our website or services without our permission;
- (e) circumvent any authentication or security systems or processes on or relating to our website or services;
- (f) use our website or services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
- (h) decrypt or decipher any communications sent by or to our website or services without our permission;
- (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (j) access or otherwise interact with our website or services using any robot, spider or other automated means;
- (k) do anything that interferes with the normal use of our website or services.

5.2 You must not use data collected from our website or services to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website or services, or in relation to our website or services, is true, accurate, current, complete and non-misleading.

6. Access to Atlassian Marketplace Products

6.1 Access to Atlassian Marketplace Products are provided on a subscription basis for a set term specified in your Atlassian Marketplace order ("Subscription Term"). Subject to the terms and conditions of this agreement, Mage Software may grant you a non-exclusive right to access to use the Cloud-

based Products during the applicable Subscription Term. You acknowledge that our Cloud-based Products are on-line, subscription-based products and that Mage Software may make changes to the Cloud-based Products from time to time.

6.2 The supply of Cloud-based Products relies on Cloud-based Services, supplied by third parties including third party infrastructure and services or products provided by Atlassian. It is possible that the Cloud-based Services are unavailable due to maintenance or other development activity started either by Mage Software or any third party involved in providing the Cloud-based Services.

6.3 Mage Software does not provide any guarantee on uptime and availability of the Cloud-based Products. Where possible, Mage Software will provide notice to you of any maintenance or development activity in advance.

7. Support and Maintenance

7.1 Mage Software will provide the support and maintenance services for the website and services during the period for which you have paid the applicable fee.

8. Cancellation and suspension of your subscription

8.1 We may suspend your subscription at any time in our sole discretion with or without notice to you, providing a full refund for the last subscription period through Atlassian Marketplace.

8.2 You may cancel your subscription at any time through Atlassian Marketplace.

9. Our rights to use your content

9.1 In these terms and conditions, "your content" means all data that you submit to our website or services for storage or processing.

9.2 You grant to us a permission to use your content in any reasonable way to fulfil the purpose of our website or services.

9.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

10. Rules about your content

10.1 You warrant and represent that your content will comply with these terms and conditions.

10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;

11. Limited warranties

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date;
- (c) that the website or our services will operate without fault; or
- (d) that the website or any service on the website will remain available.

11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

12. Limitations and exclusions of liability

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities

arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

- 12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.4 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

13. Breaches of these terms and conditions

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website or services;
 - (c) permanently prohibit you from accessing our website or services;
 - (d) block computers using your IP address from accessing our website or services;
 - (e) contact any or all of your internet service providers and request that they block your access to our website or services;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on our website or services.
- 13.2 Where we suspend or prohibit or block your access to our website or services or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

14. Variation

- 14.1 We may revise these terms and conditions from time to time.
- 14.2 The revised terms and conditions shall apply to the use of our website or services from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 14.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

15. Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. Severability

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

- 17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

18. Entire agreement

- 18.1 Subject to Section 12.1, these terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of our website and services and shall supersede all previous agreements between you and us in relation to your use of our website.

19. Law and jurisdiction

- 19.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 19.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20. Our details

- 20.1 This website, including the services provided through Atlassian Marketplace, is owned and operated by Dmitry Sosnitskiy (trading as Mage Software).
- 20.2 Our principal place of business is at 5 Tranquil Passage, London, England, SE3 0BJ.
- 20.3 You can contact us:
 - (a) by post, to the postal address given above;

- (b) using our website contact form;
- (d) by email, using the email address published on our website.