

# GNC Go

## Terms of Service and Policies

Issue: 09

Issue Date: 01-Jul-2023

## Terms of Service

Thank You for choosing GNC Go.

**Our Service.** GNC Go ('Service') is provided by **GNC Space Limited** ('us' and 'we').

**Agreement of the Terms.** By using our Service, You are agreeing to these Terms of Service ('Terms'), which include our Policies. Please read these Terms carefully before you start using our Service.

**Your Organisation.** If you are using the Service on behalf of an organisation or entity ('Organisation') then 'You' and 'Your' may refer to the Organisation, and you are agreeing to these Terms on behalf of the Organisation.

**Order of Precedence.** If You have entered into another agreement with us concerning specific Services or Software (e.g., through a Service Level Agreement), then in relation to that Service or Software, the Terms of this agreement controls where it conflicts with those Terms.

## Policies

Our Policies provide further information on specific aspects of our Service. By using our Service, You agree to the terms of the following Policies:

**Our Privacy Policy.** Governs any personal information You provide to us.

**Our Cookie Policy.** Governs our use of Cookies.

**Our Security Policy.** Governs our approach and commitments to information security.

## Changes

**Modification of the Terms.** From time to time, we may modify existing terms and/or update these terms with additional terms that apply to the Service. You should check the Terms regularly to keep informed.

**Notice of Modification.** We will post notice of modification to these Terms on the Changelog or via the notification email address You register with us. Note, changes will not apply retroactively and will usually become effective thirty (30) days after they are posted on the Changelog. Changes addressing new functions for the Service or changes made for legal reasons may be effective immediately. You should discontinue Your use of our Service if You do not agree with the updated/modified Terms.

## Modification and Termination

**Modifying or Terminating our Service.** We may add or remove functionality or features in the normal course of improving, changing, and/or updating the Service at any time. We may also suspend or stop our Service with at least 12 months' notice prior to the complete shutdown of our Service.

**Termination by You.** You can choose to stop using (and stop paying for) our Service at will.

**Termination by Your Administrators.** Your administrators may terminate a user's access to the Service at any time. If Your administrator terminates Your access, then You will no longer be able to access any content, including that which You or Your team may have generated within or uploaded to the service.

## Using our Service

**Your Content in Our Service.** Our Service may allow You to upload, download and store content, including but not limited to, information, text, graphics, video, audio, or other material ("Content"). When You upload, store, send or receive Content to or through our Service, You give us a worldwide license to host, store, upload and download this Content and only for the purpose of providing the Service strictly to You and Your use of the Content.

**Your Intellectual Property.** You retain ownership of any intellectual property rights that You hold in that Content.

**Our Intellectual Property.** We (and our licensors) remain the sole owner of all right, title, and interest in the Services. We reserve all rights not granted under these Terms.

**Export Control Laws.** The Service and Your use of the Service and content are subject to UK and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and Content. You agree to comply with all the laws, restrictions, and regulations.

**Feedback.** If You submit feedback to us, then You grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to use, incorporate, benefit from or publicly display that feedback.

**License.** GNC Space gives You a worldwide, royalty-free, non-assignable and non-exclusive license to use the Service. You may not copy, modify, distribute, sell, or lease any part of our Service or its software, nor may You reverse engineer or attempt to extract the source code of the software.

## Technical Standards and Interface

**Supported Browsers.** Our application is optimised for the latest releases of the following browsers running on Windows PC and Mac OS:

- Microsoft Edge
- Google Chrome

**Keep your Software Safe.** While GNC Go may run on other or older browsers we can't guarantee that it will run properly or securely on them. For security, it's your responsibility to keep your operating system(s), general applications and browser software fully maintained and up to date.

## User Conduct

**Abuse of Our Service.** You must not abuse and/or misuse our Service, including but not limited to, doing the following things:

- (a) Sharing or revealing log-in credentials with any other individual or organisation, or otherwise allowing access to non-registered parties;
- (b) Using the Service for any unlawful purposes or activities;

- (c) Uploading any content to the Service in violation of any applicable law, including but not limited to, intellectual property laws and publicity laws;
- (d) Attempting to access or tampering with the Service's server systems;
- (e) Inappropriately or maliciously interfering with or disrupting the access of any user, host, or network;
- (f) Abusing or submitting excessively frequent requests to the Service, or Service support team.

**Sole Discretion.** GNC Space, in its sole discretion, will determine abuse and/or misuse of our Service.

## Limited Liability for Our Service

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND YOUR USE AND OR PURCHASE OF THE SERVICE ARE AT YOUR SOLE RISK.

WHERE PERMITTED BY LAW, GNC SPACE AND ITS SERVICE PARTNERS, LICENSORS, EMPLOYEES, AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES.

GNC SPACE DOES NOT WARRANT THAT: (A) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS AT ALL TIMES; (B) THE SERVICE WILL BE ERROR-FREE AND ALL ERRORS IN THE SERVICE WILL BE CORRECTED; (C) THE SERVICE WILL BE UNINTERRUPTED.

ALL CONTENT DOWNLOADED, UPLOADED AND/OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER EQUIPMENT OR DEVICES, INCLUDING BUT NOT LIMITED TO, LAPTOP COMPUTERS, DESKTOP COMPUTER, TABLETS, SMARTPHONES AND SMARTWATCHES, OR ANY DATA LOSS RESULTING FROM DOWNLOAD OR USE OF ANY SUCH ABOVE MENTIONED MATERIAL.

OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THESE TERMS IS LIMITED TO (EURO) €5,000 OR THE AGGREGATE AMOUNT THAT YOU PAID FOR ACCESS TO THE SERVICE DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, WHICHEVER IS LARGER.

NOTHING IN THESE TERMS LIMITS OR EXCLUDES OUR LIABILITY FOR GROSS NEGLIGENCE, FOR OUR (OR OUR EMPLOYEES') INTENTIONAL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY.

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## Indemnities

**Indemnification.** You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable legal fees, arising out of or related to Your content, Your use of the Services or Your violation of these terms.

## Dispute Resolution

**Process.** For any concern or dispute You may have, You agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 60 days of submission, You or we must resolve any claims relating to these Terms, the Services, or the Software through final and binding arbitration, except that You may assert claims in small claims court if Your claims qualify.

**Rules.** The London Court of International Arbitration (LCIA) will administer the arbitration in London under the LCIA Arbitration Rules. The number of arbitrators shall be one. The arbitration will be conducted in the English language. The governing law of the contract shall be the substantive law of England.

## Miscellaneous

**Marketing.** We may use the name and logo of Your company or otherwise advertise Your use of the Service in Our marketing and sales communications (including, for example, our website or newsletters). You are free to opt out of this at any time by contacting us in writing.

**Notice to Us.** You may send the notices to us at the following address:  
GNC Space, 37 Selwyn Street, Somerfield. Christchurch, 8024. New Zealand.  
Or by e-mail to: support@gncspace.com

**Notice to You.** We may notify You by email, postal mail, postings within the Service (e.g. Changelog), or other legally acceptable means.

**Non-Assignment.** You may not assign or otherwise transfer these Terms or Your rights and obligations under these Terms, in whole or in part, without our written consent and any such attempt will be void.

**Headings.** Clause and Schedule headings shall not affect the interpretation of this agreement.

**Severability.** If a particular Term is not enforceable, the unenforceability of that Term will not affect any other Terms.

**No Waiver.** Our failure to enforce or exercise any of these terms is not a waiver of that section.

**Survival.** Upon expiration or termination of these Terms, any perpetual licenses You have granted, Your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

**Entire Agreement.** These Terms, including the Policies, and any explicitly agreed service level agreement (SLA) constitute the entire agreement between You and us regarding Your use of the Service and supersede any prior agreements between You and us relating to the Services.

# Policies

## Cookie Policy

**What are Cookies?** Cookies are small data files that a website You visit may save on your hard drive. They usually include an anonymous unique identifier. A cookie cannot retrieve any other data from your hard drive or pass on computer viruses.

**Functional Cookies.** We use functional cookies to store user-specific information enabling the Service and its features to work as intended. For example, we use cookies to help recognise and remember you when You are logged into the Service so we can maintain Your settings and preferences - such as your log-in credentials, screen layouts, views and filters. These cookies do not track your browsing activity on other websites.

**Do I need to allow these Cookies?** Yes, GNC Go needs cookies to work.

## Changes

**Change Notification.** If any of our Terms (including our Policies) change at some time in the future, we will post notice of modification on the Changelog or via the notification email address You register with us.

## Privacy Policy

### Information Gathering and Usage

**Registration.** When registering, we ask for information such as your name and email address. Your information is only used internally and won't be shared with others.

**General Communications.** We may collect the email addresses of those who communicate with us via email, and information submitted through voluntary activities such as site registrations or participation in surveys. By registering Users with GNC Go you give us permission to include them in our newsletters and other general marketing information. Users can modify their preferences or opt out of these marketing communications entirely.

**Usage Data.** We may also collect user data regarding application usage. The user data we collect is used to guide feature development and improve the quality of our service.

### You Own Your Data

**Ownership & Copyright.** Putting content into GNC Go does not change its ownership or copyright status. You retain all rights and ownership of Your content and we do not claim any ownership rights to Your content.

**Permissions.** By putting data in GNC Go, You give us permission to do certain things with it for the purpose of providing our service. For example, You give us permission to back it up, send it on a network, index it for searching, display it on Your mobile devices, etc. Some of these operations may require us to send Your data to or through our carefully selected business partners – such as a network operator – that we have contracted with to provide parts of our Service. Other than giving us the permission to perform these limited operations so we can run the GNC Go service, You retain all the rights to Your data.

## Your Data is Protected

**Private by Default.** Everything you put into GNC Go is private by default. We never look at it, analyse it, share it, use it to target ads, data-mine it, etc., unless you specifically ask us to do one of these things.

**Vendors and Partners.** We use carefully selected third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology needed to run the application.

**Sharing-Features.** Any features in GNC Go which allow You to share information with others, are totally optional. Whether or not You use them is up to You, and You can turn off access whenever You want.

**Storage.** Everything you put into GNC Go is stored in our secure data-centres. In addition, we take many precautions to protect your data from accidental loss and theft.

**Backup and Recovery.** Your primary-server data is automatically copied to a backup-server on a daily basis. Our back-up servers are in a geographically separate location within the EU.

**Encryption.** Communication between our clients and our servers, and between our primary and backup servers, is encrypted via industry-standard SSL. Your password is stored with one-way encryption on our servers and no one at GNC Space can retrieve it or will ever ask you for it.

## Your Data is Not Locked-In

**Data Export.** We are committed to making it easy for you to get all of your data into, and out of, the system at any time. For security reasons, there is no 'Export all' button. We will provide full exports (to Your nominated System Administrator or Nominated Representative) on request, in human- and machine-readable formats.

## Changes

**Change Notification.** If any of our Terms (including our Policies) change at some time in the future, we will post notice of modification on the Changelog or via the notification email address You register with us.

## Security Policy

Our users trust us to keep their data secure, private, and available. We take that responsibility seriously.

### Data Protection

**Our Security System.** We employ continuous monitoring for potential vulnerabilities and attack; and we continuously review and update our tools and technology to stay on top of the latest security developments.

**In Transit.** GNC Go uses 256-bit SSL/HTTPS secure channels for bank-standard encryption on all of your data transmissions to and from our servers.

**At Rest.** We use secure servers based in the UK and EU (and, optionally, other locations) to host all GNC Go data, and make extensive use of their built-in firewalls to protect your data against unauthorised remote access. Our data centres are leaders in the field of info-security and employ multi-layer security models deploying a variety of technological, human and physical measures to protect your data.

## Account Information

**Log in.** We verify account access through Username and Password authentication.

**New-User Requests.** Your System Administrator authorises new users through a new-user request, and by providing one associated email address for each new-user.

**Temporary-Passwords.** New-users receive a temporary-password by email. This temporary-password can only be used to access a 'Create New Password' form, which requires the user to create their own (private) system password.

**Your Responsibility.** Account access rights are tied to email addresses and You must ensure that Your nominated email accounts are properly controlled. You are responsible for all activity that occurs via Your account(s). You (User Admin) can remove a user's access at any time through the User Admin controls, and it is Your responsibility to do so when appropriate.

**Passwords.** Your private passwords are salted, hashed, and stored with 256-bit encryption.

**Two Factor Authentication.** (2FA) is available for all accounts and is (optionally) Admin-enforceable.

## Admin Controls

**User Roles and Access Controls.** We provide a variety of roles and access privileges for administrators and other users.

**User Admin.** User Admin has access to the main user-account controls and manages all other Admin- and User- permissions for the system.

**Sharing.** Where functionality allows, the Admins may also choose (entirely at their own discretion) to allow sharing outside of your organisation (e.g., with authorised clients, vendors, etc.) or to restrict information access to only employees within your organisation.

## Changes

**Change Notification.** If any of our Terms (including our Policies) change at some time in the future, we will post notice of modification on the Changelog or via the notification email address You register with us.