

FEXCO EXPENSE MANAGER SOFTWARE –DEMO ACCOUNT TERMS AND CONDITIONS

1 Agreement

- 1.1 These terms and conditions (the “**EMS Demo Terms and Conditions**”) govern your free demonstration (the “**EMS Demo**”) of the Expense Manager System and any related documentation (the “**System**”) provided by FEXCO Unlimited Company registered in Ireland under number 83934 with registered office at FEXCO Centre, Iveragh Road, Killorglin, Co. Kerry, Ireland (“**FEXCO**” “**we**” or “**us**” or “**our**”).
- 1.2 These EMS Demo Terms and Conditions apply to the use by you of the System during the EMS Demo, and to this end, “**Customer**” “**you**” or “**your**” means a person agreeing to these EMS Demo Terms and Conditions in order to use the System, and “**Business Day**” means 9.00am to 5.00pm, Monday to Friday (excluding any bank holidays).
- 1.3 By submitting your account details, you (i) agree to these EMS Demo Terms and Conditions; (ii) consent to FEXCO using your account details in accordance with our [Privacy Policy](#), and (iii) acknowledge and agree to FEXCO’s [Website Terms of Use](#).

2 Grant of Licence

- 2.1 During the Free Demonstration Period, FEXCO hereby grants to Customer a revocable, non-exclusive, non-transferable, limited licence to use and evaluate the System subject to these EMS Demo Terms and Conditions.
- 2.2 Customer shall not (1) use the System for commercial or live production purposes; (2) rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the System nor permit the System or any part of it to be combined with, or become incorporated in, any other programs; or (3) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the System.

3 Term

- 3.1 You may access the System for a period of fifteen (15) Business Days (or such longer period as FEXCO may permit, at its sole discretion) commencing on the date that FEXCO activates your free demonstration (the “**Free Demonstration Period**”). Your access to the System will be terminated at the end of the Free Demonstration Period. You may only use a Free Demo once.
- 3.2 The Grant of License under this agreement shall expire upon expiration of the Free Demonstration Period, but the provisions of Clauses 3 to 8 shall survive the expiration or termination of this Agreement.

4 Ownership

- 4.1 FEXCO and its licensors shall retain all title to and ownership rights in the System including, without limitation, all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights. Except as expressly provided for herein, no other rights to the System are provided or granted hereunder.

5 Limitation of Liability

- 5.1 The System is provided on an “as is” and “as available” basis, and FEXCO does not guarantee that the System will function without interruption or errors.
- 5.2 FEXCO expressly disclaims any warranties or representations of any kind, whether statutory, express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, accuracy of data or non-infringement.

5.3 By using the Free Demo Customer expressly acknowledges and agrees that its use of the System is at its own risk. Neither FEXCO nor its licensors shall be liable for any damages whatsoever including, without limitation, consequential, indirect, special or incidental, or damages for lost profits, lost sales or business, lost data or business interruption arising from Customer's use of the System or the Free Demo.

6 Alteration of Terms

FEXCO reserves the right, in its absolute sole discretion, to terminate or to modify your Free Demo and/or these EMS Demo Terms and Conditions at any time without prior notice and without liability.

7 Severance

If any provisions of these EMS Demo Terms and Conditions including any disclaimers and limitations is found to be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms.

8 Governing Law and Jurisdiction

These EMS Demo Terms and Conditions and all dealings with us are governed by and construed in accordance with the laws of Ireland and disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Irish courts.