

TERMS & CONDITIONS

1 GENERAL

1.1 These terms and conditions of usage regulate the conditions under which Thrive - Jerome Iveson & Simon Douglas (hereafter referred to as “Thrive”) provides use of the Solo web service (hereafter referred to as “Solo”).

1.2 Any alternative terms and conditions of business of the user shall not apply unless these have been expressly approved by Thrive.

1.3 Before completion of the registration, the user has the opportunity to read the conditions of these general terms and conditions of business, to print them and/or to save them.

2 SERVICES OF THRIVE

2.1 Thrive provides Solo, a service to manage projects track, track time and invoice clients.

2.2 Solo is a web service made accessible through the internet. The access to the internet is not a service offered within the Solo service by Thrive.

2.3 Thrive reserves the right to expand or improve services at any time. The user understands that he shall not claim more functionality/services than described in paragraph 2.1.

3 CONCLUSION OF CONTRACT AND FREE TRIAL

3.1 A contract is concluded after the successful completion of registration of the user. The base cost for the use of Solo is \$10 per month. This may change depending on special offers or discounts. (including the current UK VAT rate) for each user.

3.2 The Solo service is billed in advance on a monthly basis and is non-refundable once your account has been charged. There are no refunds or credits for partial use of the service.

3.3 If the user has not entered his payment data after 14 days the account will be disabled. The contract agreement will be cancelled retroactively, the user will not be charged. Once the account is locked the data will be deleted in due course.

3.4 The contract runs for an indefinite period.

4 RIGHT OF CANCELLATION FOR CONSUMERS

4.1 The user is able to cancel the account at any time. To cancel the user has to access their Paypal account and stop the recurring payment to Thrive.

5 OBLIGATIONS OF USERS

5.1 The user is obliged to provide information in the context of the account creation or change will be, truthfully, if Solo is to be used after the end of the free trial.

5.2 The user is obliged to comply with all applicable laws and legislation in the United Kingdom or their country of origin.

5.3 In particular, the user shall not publish or use unlawful, defamatory, clearly pornographic or other objectionable content. Use technical tools or methods, that can affect or impart the operation of the Solo service (software, scripts, bots, etc.)

5.4 Thrive is entitled to immediately delete content by the user that is unlawful and/or abusive.

5.5 The user is obliged to protect his access data against the disclosure to third parties.

6 RIGHTS OF USE

6.1 Thrive gives users a simple right of use of the Solo service and software during the term of the contract under the following conditions.

6.2 Solo is a web service (software as a Service). A release of the software to the user does not take place.

6.3 In case of new versions, updates, upgrades or other changes of the Solo service the foregoing rights shall apply to these changes.

7 PAYMENT / BILLING

7.1 The monthly fee for the use of Solo is due monthly on the day of the month the user made their first payment. The payment is made by debit or credit card payment via Paypal.

7.2 The user has to ensure that the bank or credit card account from which the amount is debited has the required funds. The user can be charged with the additional costs if a payment fails due to circumstances the user is responsible for.

8 AVAILABILITY OF SERVICE

8.1 The user understands that Thrive does not warrant the uninterrupted availability of Solo service. Thrive ensures that the service Solo as described in section 2 paragraph 1 is at least available 95% of the time on average per year.

9 LIMITATION OF LIABILITY

9.1 Thrive shall have unlimited liability for all damages caused by Thrive in the case of willful intent or gross negligence.

9.2 In the case of slight negligence, Thrive shall have unlimited liability in the event of injury to life body or health.

9.3 Liability under product liability law remains unaffected.

9.4 Otherwise, Thrive shall be liable only where Thrive is in breach of an essential contractual obligation. Here, the notion of an essential contractual obligation refers to such obligations of which the fulfillment enables the proper execution of the contract at all and where the customer may ordinarily depend on said fulfillment. In these cases, liability is limited to compensation for predictable, typically occurring damage.

9.5 If the liability of Thrive is precluded or limited by the aforementioned regulations, this also applies for the vicarious agents of Thrive.

10 PRIVACY / DATA PROTECTION

10.1 The personal data of the user that is required for the execution and processing of the services and offers from Solo are collected, stored and processed in accordance with the applicable laws and legislations of the United Kingdom.

10.2 Personal data of user will principally not be disclosed to third parties. For the processing of payments it is necessary to disclose user data to third parties (Payment Providers, Banks, Credit Card Processors etc.). Disclosure of personal data to third parties is limited to the necessary extent. Content data stored by the user will never be disclosed to third parties.

10.3 After termination all personal identifiable data will be deleted. Preservation periods laid down in law shall remain unaffected.

10.4 Further information about the processing of personal data can be obtained in our privacy policy.

11 TERMINATION/CANCELLATION

11.1 The user may terminate the contract for the use of Solo anytime to the end of the current billing month. Notice of termination can be send in writing or by e-mail to Thrive.

11.2 Thrive may terminate the contractual agreement with the user for any or no cause, which shall be effective after three months to the end of a billing month.

11.3 If the user is in arrears with the amount of the monthly payment for more than 4 weeks, Thrive may terminate the contract agreement to the end of the current billing month. Claims of resulting from the current use of Solo by the user shall remain unaffected.

11.4 In case of improper use (see section 5) of the web service Solo, which leads to significant degradation of services to third parties, Thrive may terminate the contract agreement with immediate effect.

11.5 The users right of extraordinary termination shall remain unaffected.

12 THRIVE MAILING LIST

12.1 By agreeing to these Terms and Conditions the user agrees to receive marketing information from Thrive and any other information regarding Solo service via e-mail. The user may unsubscribe from the newsletter at any time by clicking unsubscribe at the bottom of the email or sending an e-mail to Solo.

13 MODIFICATIONS

13.1 Thrive reserves the right to modify these terms and conditions of usage. This can especially take place in cases of necessary adjustments to legal regulations and/or introduction/ implementation of new services.

14 FINAL PROVISIONS

14.1 Should terms or conditions of these general terms and conditions of business be or become invalid, this shall not affect the validity of the remaining terms and conditions.

Status: April 7, 2011