

### 1. Acceptance of Terms

By creating an account on the SandDollar platform ("Platform"), you ("User") agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, do not create an account or use the Platform.

These Terms apply to all users of the Platform, including company owners, administrators, employees with self-service access, and any other individuals granted access to a company account.

### 2. Eligibility

You must be at least 18 years of age to create an account. By registering, you represent and warrant that you are of legal age and have the legal capacity to agree to these Terms.

If you are accepting these Terms on behalf of an organisation or company, you represent that you have the authority to bind that organisation to these Terms.

### 3. Account Registration & Security

You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree not to share your credentials with any other person.

You are responsible for all activity that occurs under your account. You must notify SandDollar immediately of any unauthorised use of your account or any other breach of security.

SandDollar reserves the right to suspend or terminate your account if it determines that your credentials have been compromised or that your account is being used in violation of these Terms.

### 4. Binding to Service Agreements

If you accept an invitation to join a company on the SandDollar platform, or if you are designated as an Authorized User by a company, you acknowledge that:

- The company's owner has entered into a Service Agreement with SandDollar governing the use of the Platform for that company;
- Your access to and use of the Platform in connection with that company is subject to and governed by that Service Agreement;

- Actions you take within the Platform on behalf of a company are deemed to be actions of the company as the contracting party.

You agree that by accepting a company invitation or accessing a company account, you agree to act in accordance with the terms of the applicable Service Agreement.

## **5. Prohibited Activities**

You agree not to use the Platform to:

- Violate any applicable law, regulation, or legal obligation;
- Submit false, misleading, or fraudulent data, including employee records, payroll figures, or time entries;
- Access, modify, or delete data belonging to a company for which you are not an Authorized User;
- Attempt to gain unauthorised access to any part of the Platform, its servers, or any connected systems;
- Reverse engineer, decompile, or otherwise attempt to derive the source code of the Platform;
- Use the Platform to transmit malware, spam, or any harmful or disruptive content;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Circumvent, disable, or otherwise interfere with security-related features of the Platform.

SandDollar reserves the right to terminate your account immediately upon discovery of any prohibited activity and to report any suspected illegal conduct to the appropriate authorities.

## **6. Intellectual Property**

The SandDollar platform, including its software, design, content, and documentation, is the exclusive property of SandDollar Solutions. Nothing in these Terms grants you any ownership interest in the Platform or its underlying technology.

You retain ownership of all data you enter into the Platform. By entering data, you grant SandDollar a limited licence to process and store that data solely for the purpose of providing the service.

## **7. Data & Privacy**

SandDollar processes personal data in accordance with its Privacy Policy. By creating an account, you acknowledge that SandDollar may collect, store, and process personal data about you as necessary to provide the service and comply with legal obligations.

You agree not to enter personal data of individuals into the Platform unless you have the legal right to do so and have complied with all applicable data protection and privacy laws.

## **8. Disclaimer of Warranties**

The Platform is provided on an "as is" and "as available" basis. SandDollar makes no warranties, express or implied, regarding the availability, reliability, or accuracy of the Platform. Please refer to the applicable Service Agreement for the full disclaimer of warranties.

## **9. Limitation of Liability**

To the fullest extent permitted by law, SandDollar shall not be liable for any indirect, incidental, consequential, or punitive damages arising from your use of the Platform. Please refer to the applicable Service Agreement for the full limitation of liability terms.

## **10. Changes to These Terms**

SandDollar may update these Terms from time to time. Registered users will be notified by email of material changes. Continued use of the Platform after the effective date of any changes constitutes your acceptance of the updated Terms.

## **11. Governing Law**

These Terms are governed by the laws of Barbados. Any disputes arising from or relating to these Terms shall be resolved exclusively in the courts of Barbados.

## **12. Contact**

If you have any questions about these Terms, please contact SandDollar Solutions via the contact details provided on the Platform.