Product Specific Terms

The Asora Product Specific Terms are intended to highlight some of the important things about using our different products. The Product Specific Terms form part of the Asora Customer Terms of Service (the "TOS") and are hereby incorporated therein.

If you are using any of the product(s) or service(s) described below, the terms corresponding to those product(s) apply to your use. We periodically update this page by posting a revised copy at asora.com/legal/product-specific-terms/, so please check for current information.

1. Asora DMS
2. Connections
3. Reporting Applications
4. Consulting & Other Services
5. Service Level Commitment
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1. ASORA DMS

Asora Data Management Service ("Asora DMS") provides cloud storage for the Customer Data you store while using the Subscription Service.

1.1 Storing of Customer Data.

You agree to comply with all applicable laws, rules and regulations relating to the capture, storage and sharing of Customer Data when using the Subscription Service. You agree to obtain proper consent from Clients or other relevant third parties prior to storing any Customer Data as required by applicable law. You may use Asora tools to store Customer Data or to import Customer Data from another source. You represent and warrant that you have obtained all necessary rights to store such Customer Data with us and allow us to process that Customer Data to provide the Subscription Service to you.

1.2 Unified Database.

By using Asora DMS with other parts of the Subscription Service, you understand that all Customer Data will be stored in a unified database associated with your subscription, and that all workflows you use will pull from this unified database.

1.3 Modifications

We may make changes to our Asora DMS product and Add-Ons to that product that may change the functionality provided to you during the Subscription Term.

1.4 Private Cloud

You may choose our Private Cloud Add-On whereby your Customer Data will be in separate dedicated storage on our cloud provider's servers.

1.5 Vault

The 'Vault' feature allows you to store documents and other file types. Files that you upload using this 'Vault' feature are stored by us and may be shared with other Users of your Subscription Service.

1.6 E-signature

An e-signature feature which allows you to obtain electronic signatures on documents may be provided as part of the Subscription Service. We strongly encourage you to take appropriate measures to secure, store and backup your important documents.

1.7 Retrieval of Customer Data.

For the Asora DMS, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the account, we may charge a re-activation fee. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data. We will delete all Customer Data in our systems or otherwise in our control unless (i) we are legally prohibited or (ii) save as set out in the 'Deletion or Return of Personal Data' section of the DPA, then such Personal Data shall be Processed in accordance with our DPA.

1.8 Asora DMS Subscription Fees

The Subscription Fee for Asora DMS, unless fixed as part of your Order, will vary depending on the number of Users of the Subscription Service. We will monitor or audit remotely the number of Users in the Subscription Service. This information is available to you in your Asora account. This review and upgrade process will continue for each Billing Period during the Subscription Term.

For details on renewal pricing, see the 'Fees' section of our Master Terms

2. CONNECTIONS

"Bank Connection " means a data-sync connection for a bank account to retrieve balances, transactions and other relevant information on that bank account.

"Investment Connection " means a data-sync connection for an investment account to retrieve holdings, transactions and other relevant information on that investment account.

"Provider Connection " means a data-sync connection with a provider of investment management or custodian services to facilitate an Investment Connection.

2.1 Connections

Asora DMS allows you to sync Customer Data from other third party platforms and applications into the Subscription Service. You are responsible for ensuring the completeness, accuracy and configuration of all Customer Data transferred using the Connections data sync feature. You are also responsible for ensuring you have all necessary licenses and consents to share the synched Customer Data with us.

2.2 Connections Subscription Fees

The Subscription Fee for Connections, unless fixed as part of your Order, will vary depending on the number of Provider Connections, Investment Connections and Bank Connections used as part of the Subscription Service.

We determine the number of Provider Connections, Investment Connections and Bank Connections for the next Billing Period by reviewing your account. We complete this review on the last day of your then-current Billing Period. Your Subscription Fee for the next Billing Period will be adjusted to match the number of Connections in your portal on the last day of your then-current Billing Period.

We will not count Connections removed before our review, unless these Connections are temporarily removed to avoid a fee increase. If Connections are temporarily removed to avoid a fee increase, we may consider the maximum number of Connections from the reviewed Billing Period for the purposes of determining your billing. This review and upgrade process will continue for each Billing Period during the Subscription Term.

For details on renewal pricing, see the ‘Fees’ section of our Master Terms

3. REPORTING APPLICATIONS

The terms in this section apply to any purchase of the following products: Wealth App, Accounting App and Views App. These products are available as an add-on to any Asora DMS User.

3.1 No Representation; Warranty.

The Reporting Applications use the data that is input into the system. We make no representation or warranty about the accuracy of data from Reporting Applications.

3.2 Usage of Reporting Applications.

Reporting Applications provided as part of the Subscription Service are not intended to be used as systems of record for financial, tax, or other regulatory compliance or reporting. You are responsible for ensuring the accuracy or reports derived using the reporting tools.

3.3 Modifications

We may make changes to our Reporting Applications and Add-Ons to that product that may change the functionality provided to you during the Subscription Term.

3.4 Reporting Applications Subscription Fees

The Subscription Fee for Reporting Applications, unless fixed as part of your Order, will vary depending on the number of Users of the product(s). We will monitor or audit remotely the number of Users in the Subscription Service. This information is available to you in your Asora account. This review and upgrade process will continue for each Billing Period during the Subscription Term.

For details on renewal pricing, see the 'Fees' section of our Master Terms

4. CONSULTING AND OTHER SERVICES

4.1 Consulting Services

You may purchase Consulting Services by placing an Order with us. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

4.1.1 Location. All Consulting Services are performed remotely, unless you and we otherwise agree. For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

4.1.2 Delivery. If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period").

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period. If the Consulting Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Consulting Services.

4.1.3 Third Party Providers. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

4.2 Enrichment Data.

“Enrichment Data” means the investment, financial and other information we make available to you as part of your use of the Subscription Service. Enrichment Data does not include Personal Data. We do not use Customer Data to populate Enrichment Data.

If we make Enrichment Data available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service. We may change what Enrichment Data we provide, or discontinue providing Enrichment Data at any time with or without notice to you.

4.3 Beta Services.

If we make beta access to some or all of the Subscription Service (the “Beta Services”) available to you (i) the Beta Services are provided “as is” and without warranty of any kind, (ii) we may suspend, limit, or terminate the Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind, except in respect of losses that cannot be legally limited or excluded under law, related to your use of the Beta Services. If we inform you of additional terms and conditions that apply to your use of the Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

4.4 Brand Domains.

In order to host a root domain associated with your subscription plan you must purchase the Brand Domain Add-On product. A root domain is considered to be a different domain name that immediately precedes the top-level domain indicator.

4.5 Third Party Sites and Products

You can choose to integrate Third Party Sites and Products with the Subscription Service. We are not responsible for any Third-Party Sites and Products or for any issues arising from or related to the Third Party Site or Product. The availability of any integration to a Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

5. SERVICE LEVEL COMMITMENT

5.1 For the purposes of this 'Service Uptime Commitment' section, the following definitions shall apply:

"Priority 1" means a critical full outage/severe issue that constitutes a catastrophic problem that causes complete inability to use the Subscription Service, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

"Excluded" means the following: (i) unavailability caused by circumstances beyond our reasonable control, including, without limitation, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or

factors; (ii) any problems resulting from Customer's combining or merging the Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the Subscription Service; (iii) interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our datacenter as measured by our third party website availability monitoring provider; and (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Subscription Service.
"Service Uptime" means (total hours in calendar month - unscheduled maintenance which causes unavailability - Priority 1 issue durations - scheduled maintenance - Excluded) / (Total hours in calendar month - scheduled maintenance - Excluded) X 100%.

5.2 We will use commercially reasonable efforts to meet a Service Uptime of 99.5% for our Subscription Service in a given calendar month. All availability calculations will be based on our system records.

6. CUSTOMER SUPPORT

If you pay us a Subscription Fee, phone, email and in-app support is included at no additional cost. If you pay us a Subscription Fee for our Premium customer support an enhanced level of customer support, including a dedicated account manager, will be available.

6.1 Phone Support.

Phone support is available from 8am Monday to 6pm Friday GMT (Greenwich Mean Time), with reduced hours during holidays in Ireland and the UK. We accept email and in-app support questions 24 hours per day, 7 days per week. Email and in-app questions can be submitted through the help widget in the lower right hand corner of your account or by going to our help page at http://help.asora.com.

6.2 Email and In-app Support.

Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Asora representatives.

6.3 Support Limitations.

Issues resulting from your use of API's or your modifications to code in the Subscription Service may be outside the scope of support. We will only provide support for integrations which are listed in-app as being supported by Asora.