

## Terms & Conditions

This is an Agreement (“Agreement”) between ELME-PROJEKT Ltd., here in (“EP CLOUD SOFT”), having an office and place of business at Szabó Kálmán str 35, Debrecen, 4030, Hungary and the entity agreeing to the terms herein (“Participant”, “You”, “you”, or “Customer”). By using or accessing any part of the Service, you agree that you have read, understand, and agree to be bound by all of these terms and conditions. If you do not agree to all of these terms and conditions, you must not use or access the Service. If you are entering into this Agreement on behalf of a company, you represent that you have the authority to bind that company to the terms of this Agreement.

### 1. Description of Service

EP CLOUD SOFT provides Inventory management and Point of Sales service as a web service named EP CLOUD SOFT (herein after referred as “Service” or “Services”). The Service is offered and provided subject to the terms and conditions of this Agreement. The Customer shall connect to the Service using any Internet browser supported by the Service. The Customer is responsible for obtaining access to the Internet and the equipment necessary to access the service.

### 2. Modification of Terms of Service

EP CLOUD SOFT reserves the right to update and change the Terms of Service from time to time and the updated version will be published on our website at <https://www.epcloudsoft.com>. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to this Terms of Service. You may terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the Service after any such changes shall constitute your consent to such changes.

### 3. Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the Services for spamming and other illegal purposes; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

### 4. Payment, Refund and Subscription terms

To continue using the Services, you must begin a paid subscription which requires a valid credit card. Enterprise customers may request a paper contract that includes alternate billing arrangements including Purchase Orders.

Paid plans are as per our pricing plans that are available at <https://www.epcloudsoft.com>

The Service is billed on a monthly and annual basis. The amount billed, depending on the plan selected by the Customer is non-refundable. There will be no refunds or credits for partial months of service.

Information on the subscription options and charges for all paid Services is available in the pricing page of our website.

EP CLOUD SOFT reserves the right to change the subscription fee from time to time.

In case of non-payment for any reason or any violation of these terms, EP CLOUD SOFT shall be entitled – without liability – to immediately bar Customer’s access to the Service.

### 5. Data ownership & Privacy

EP CLOUD SOFT does not own any Customer Data. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data.

EP CLOUD SOFT shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

Solely and only for the purpose of providing the services to you, you grant EP CLOUD SOFT royalty free, worldwide permission to access, copy, distribute, store, transmit, reformat, display and perform the content of your account.

Personal information you provide through the Service is governed by our Privacy Policy. Your election to use the Service indicates your acceptance of the terms of our Privacy Policy.

You hereby consent that, EP CLOUD SOFT may identify you as a customer of the service (using your name and logo) and generally describe the products or services it provides to you in its promotional materials, presentations, press releases and proposals to other current and prospective customers.

If the Customer does not renew the subscription for the Service, EP CLOUD SOFT shall provide all Customer Data in a generally accessible format within 60 days after the end of such a term and thereafter may delete the customer account and all of the Customer Data. Please note that some information like billing and subscription may remain with us for accounting and legal reasons. Additionally, Customer Data may remain with us for the period of 120 days beyond which it is completely deleted.

## 6. Data ownership & Privacy

Confidential Information of the Customer shall mean all business and technological information of Customer and shall include the Customer Data. Confidential Information of EP CLOUD SOFT shall mean the Services other than the Customer Data. Confidential Information shall not include any information which is in the public domain (other than through a breach of this agreement), which is independently developed by the recipient or which is received by a third party not under restriction. The recipient will not disclose the Confidential Information, except to affiliates, employees, agents, professional advisers or third party vendors who participate in the provision of the Services here-under who need to know it and who have agreed to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information to the extent required by an order of a government entity of appropriate jurisdiction; provided that the recipient uses commercially reasonable efforts to promptly notify the other party of such disclosure before complying with such order.

## 7. General Account Terms

Access to the Service is only available to the Customer and the Users to whom the Customer grants access, subject to the Customer making the applicable payments for the Service under this Agreement.

Usernames and passwords are personal, and are to be considered part of Confidential Information of Customer. The Customer is at all times fully liable for all acts and omissions by Users whom the Customer has granted access and agrees to indemnify EP CLOUD SOFT for all claims and losses related to such acts and omissions.

The Customer may not use the Service for any illegal or unauthorized purpose. The Customer must not, in the use of the Service, violate any laws in customer jurisdiction (including but not limited to copyright laws).

EP CLOUD SOFT may make updates to the Service from time to time as per market demands.

The Customer is responsible for all taxes and the Customer will pay EP CLOUD SOFT for the Services without any reduction for taxes. If EP CLOUD SOFT is obligated to collect or pay taxes, the taxes will be invoiced to Customer including any bank or transactional charges.

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, the Customer owns all Intellectual Property Rights in Customer Data and EP CLOUD SOFT owns all Intellectual Property Rights in the Service.

## 8. Warranty and Disclaimer

EP CLOUD SOFT will at all times reasonably attempt to achieve the highest possible availability and shortest possible access time of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted.

Being in the integration space, we do not always have full control over what information we fetch nor the information we push back to online channels, payment gateways as well as accounting solutions. Data that is acceptable in one platform may not be acceptable in another. Given this, EP CLOUD SOFT will try to provide a smooth integration on a best effort basis but cannot guarantee a 100% accurate data sync due to issues that arise from data inconsistency, changing integration interfaces of platforms we support as well as their stability issues.

EP CLOUD SOFT agrees to defend, indemnify, and hold harmless the Customer, its Affiliates, and their respective, officers, directors, employees, agents, representatives and contractors from and against any claims, actions, demands, liabilities and expenses, including, without limitation, damages, other monetary relief, expert fees, costs and reasonable legal fees, alleging or resulting from any claim that the Services infringe upon the intellectual property rights of whatever type or form of any third party.

EP CLOUD SOFT is not responsible for any delays, delivery failures, or other damage resulting from limitations, delays, and other problems inherent in the use of the Customer provided internet and electronic communications.

Except as otherwise provided herein, the Service is provided on an "AS IS" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of title, merchant-ability, fitness for a particular purpose or non-infringement.

EP CLOUD SOFT makes no warranty that

the Service is free of viruses or other harmful components;

the Service will be error-free or uninterrupted (including, without limitation, interruptions that occur in the context of regularly scheduled maintenance);

any information or advice obtained by Customer in connection with the Service will be accurate or complete;

the results of using the Service will meet Customer requirements.

#### Limitation of Liability

In no event shall EP CLOUD SOFT be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if EP CLOUD SOFT has been advised of the possibility of such damage. Your sole and exclusive remedy for any dispute with EP CLOUD SOFT related to any of the services shall be termination of such service.

In no event shall EP CLOUD SOFT's entire liability to you in respect of any service, whether direct or indirect, exceed the last 3 months fees paid by you towards such service.