

TERMS AND CONDITIONS

Last updated: August 11, 2021

PLEASE MAKE SURE YOU HAVE READ THESE TERMS AND CONDITIONS CAREFULLY AND UNDERSTOOD EVERYTHING. SHOULD YOU FAIL TO UNDERSTAND ANY OR ALL PROVISIONS DESCRIBED HEREIN, PLEASE CONTACT US.

These Terms and Conditions (the Agreement) form an agreement between You and Toolzo Limited, a legal entity registered under the laws of the Republic of Ireland. The effective date of this Agreement is when You accept or are deemed to accept this Agreement. When you access this Website, you are deemed to have accepted and agreed to this Agreement, and all terms herein. If You are accessing this website on behalf of a business, your access constitutes the business acceptance of these terms.

By accessing <https://toolzo.com>, you agree to this Agreement in full, together with any additional or specific terms and conditions we may draw to your attention prior to your purchasing any products or services from or via this Website as well as Privacy Policy and Cookie Policy. You hereby consent to the exchange of information and documents between You and Us electronically over the Internet or by email and agree this electronic Agreement shall be the equivalent of a written paper agreement between You and Us.

INTERPRETATION

In this Terms and Conditions, unless the context requires a different interpretation:

- the singular includes the plural and vice versa;
- a reference to a person includes firms, companies, government entities, trusts and partnerships;
- reference to any statutory provision includes any modification or amendment of it;
- the headings and sub-headings do not form part of these Terms and Conditions.

1. DEFINITIONS

In these Terms and Conditions, the following definitions are used:

- **User or You** – any third party that accesses the Website and is not either (i) employed by Toolzo Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Toolzo Limited and accessing the Website in connection with the provision of such services;
- **Toolzo Limited, We, Us, Our** and **Ourselves** – refers to Toolzo Limited, a company incorporated in the Republic of Ireland with registered number 673171 whose registered office is located at 3 Cavendish Row, Dublin 1, D 01 A2T5;
- **Content** – any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, logos and trade names contained on this Website;
- **Services** – services provided by Toolzo Limited via Website;
- **Website** – the Website that you were browsing when you clicked on a link to this Privacy Policy, including all subsidiary pages, <https://toolzo.com>, and any sub-domains of this Website unless expressly excluded by their own terms and conditions.

2. INFORMATION ABOUT US

Toolzo Limited offers the internet-based product located at the Website – www.toolzo.com, as a processing management software which analyzes data concerning or provided by Users' customers and performs processing activities. We shall provide You with access to and use of the Website as well

as any other associated services relating to the Website pursuant to the terms and conditions set forth herein.

3. OWNERSHIP RIGHTS

3.1. You acknowledge that the Content, including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, Toolzo Limited or its licensors, as the case may be. You shall have no right, title or interest, ownership or otherwise, in the Content.

3.2. **Permitted Use.** We hereby grant to You a limited, revocable, personal, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of evaluating the services offered by Us.

3.3. **Restrictions On Use.** You agree that You will not:

- distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system; or
- create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Toolzo Limited or its licensors or allow any third party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

4. USE OF YOUR INFORMATION

With the exception of your non-public personal information, You hereby grant to Us a perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this website or which is sent to Us by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. We shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by Us in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

5. PERSONAL INFORMATION

We may from time to time, but is not obligated to, monitor your use of the website and collect, store, use and disclose information concerning You to solicit or offer You its services, and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have in it. For more details, please read our Privacy Policy.

6. SERVICE AGREEMENT

If You procure Services from Us, then such Services shall be delivered pursuant to a separate Service agreement and are not provided hereunder, and You shall have no rights or claims in respect of such Services hereunder.

7. LINKS TO THIRD-PARTY WEBSITES

7.1. The Website may contain links, buttons and banners that redirect you to third-party resources and websites that may be of interest. The inclusion of any link does not mean we endorse the Website or have any association with its operators, nor should the inclusion of any link be viewed as an

encouragement to purchase or use any third-party products or services – we provide these links to you for information purposes only.

7.2. Third-Party Websites are not under our control and we are not responsible for the contents of any such Website. We do not accept responsibility or liability for the privacy of your personal information on such Websites.

7.3. These Terms and Conditions do not cover your interaction with Third-Party Websites; therefore, you should carefully review the terms and conditions and privacy policies of any third-party sites you visit.

8. LIMITATION OF LIABILITY

8.1. In no event shall Toolzo Limited be liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages whatsoever (including those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the Services, or any related content or information (including as contained within the Website), whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy is to stop using the Services. In no event, shall the maximum cumulative liability of Toolzo Limited to you arising from or in any way relating to your account and use of the Service exceed the greater of: (a) one hundred euro (€100); or (b) the fees paid to us for our services in the last six (6) months.

8.2. While Toolzo Limited takes steps to check that the Website is free from viruses and other malicious content, Toolzo Limited does not assume any responsibility, nor shall Toolzo Limited be liable for any damage to, or viruses that may infect, computers or mobile devices or other property on account of access to or use of the Services. Toolzo Limited does not warrant that any content will be free of viruses. You are responsible for implementing procedures sufficient to satisfy your needs for data backup and security. You assume and are solely responsible for all risk in any way related to your use of the Services. You will not use the Website to introduce trojans, viruses, worms, logic bombs or any other material that may harm the Website or its technology. You must not use unauthorized access to the Website or to the server where the Website is stored or any other server, database or computer connected to the Website. You must not implement any attacks on the Website using denial-of-service attack or a distributed denial-of service attack.

9. DISCLAIMER

9.1. THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNCORRUPTED, AND IS NOT TO BE RELIED UPON.

9.2. THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION.

9.3. EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH YOU, THIS WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED AS IS WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION, WARRANTY, GUARANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

9.4. IN NO EVENT WILL TOOLZO LIMITED, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE RELEASED PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

9.5. TOOLZO LIMITED ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS WEBSITE. THE CONTENT ON THIS WEBSITE MAY BE CHANGED WITHOUT NOTICE TO YOU. TOOLZO LIMITED IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. TOOLZO LIMITED DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

10. TERMINATION

10.1. This Agreement is effective until terminated by Us, with or without cause, in our sole and unfettered discretion. We may terminate this Agreement without notice to You for any reason or for no reason. Any such termination shall be in addition to and without prejudice to such rights and remedies as may be available to Us, including injunction and other equitable remedies.

10.2. The disclaimers, limitations on liability, ownership, termination, interpretation, your license, your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

11. INDEMNITY

You hereby indemnify Toolzo Limited and undertake to keep Toolzo Limited indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Toolzo Limited to a third party in settlement of a claim or dispute on the advice of Toolzo Limited's legal advisers) incurred or suffered by Toolzo Limited arising out of any claim that you have breached any provision of these terms.

12. GOVERNING LAW

This website and the Content (excluding Third-Party Websites or their content) are physically located within the EU. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the law of the Republic of Ireland.

13. OUR OTHER POLICIES

Use of the Website is also regulated by our Privacy Policy and Cookie Policy, the provisions of which are adopted herein by reference so when we refer to these Terms and Conditions, we also refer to the Privacy Policy and Cookie Policy. Be assured we respect your privacy and your personal data will be protected as well as your clients' information and data.

14. MISCELLANEOUS

14.1. Entire Agreement. This Agreement, as it may be amended from time to time, and any and all other legal notices and policies on this website, constitute the entire agreement between You and Us with respect to the use of this Website and the Content.

14.2. Amendments. We reserve the right, in its discretion, to amend this Agreement at any time by posting an amended version on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended terms and conditions. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) in this Agreement or any other agreement between You and Us nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.3. Severability. Any provision of this Agreement which is held by an arbitrator to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

14.4. Assignment. This Agreement and any rights and licenses granted hereunder may not be transferred or assigned by You and any attempted transfer or assignment shall be null and void.

14.5. Language. The parties hereto agree that this Agreement is drafted and executed in the English language.

15. CONTACT DETAILS

If you have questions regarding our Terms and Conditions, please contact us at info@toolzo.com.