

## **END USER LICENSE AGREEMENT**

### **SCOPE**

The present License Agreement shall apply to the formation of an agreement pursuant to which a User – Customer (You) of the website [www.tss.link](http://www.tss.link) (“The Website”) that belongs to Track & Software Solution SRL (“The Company) wishes to acquire a full-use rights edition of the software promoted through The Website. The Company reserves the right to unilaterally amend the License Agreement at any time deemed appropriate by it. Any modifications made to the terms will appear on the Website but will not affect the already concluded agreements.

### **ORDER**

If you wish to acquire a software program you will be asked to submit your personal data along with the details of the software you wish to purchase. After your order has been accepted you will receive an email with a link through which you will be able to download the program. In the event that this email contains inaccurate information or errors you may inform us by sending an email at [support@tss.link](mailto:support@tss.link). There is a free trial period of one (1) month during which you will be able to use and evaluate the program. Once the free trial period is over you will no longer have access to the software program, unless you decide to purchase it. In such case, you will be redirected to another website so as to conclude payment of the product. Payment can be made either by PayPal or by credit card through PayPal. Once The Company has received payment, you will be sent, by email, the relevant authorization code to unlock the software program for a period of one (1) year.

### **SPECIFICATIONS**

The quality and description of and any specification for the Products shall be those set out in The Website. The Company reserves the right to make any changes in the specification of the Products which are required to conform to any applicable statutory requirements which do not materially affect their quality or performance.

### **PURCHASE CANCELLATION**

Products or services obtained through The Website and all such information, content, documents and related graphics are provided for your use at your own risk and "AS IS" without warranty of any kind. Therefore, no purchase which has been concluded by you may be cancelled or suspended since you have already used and evaluated the program during the trial period of one (1) month. In either case, cancellation of all or part of any order is not acceptable and credit of the funds is not applicable once you have received the authorization code to unlock the software program.

### **PRICES**

Unless otherwise indicated, all prices and amounts agreed upon between the parties are in Euros. The Company reserves the right to alter the prices of the products or services referred to in the Website at any time. Therefore, the price that you agree to purchase the program shall be the price stated in The Website the day that you place your purchase order. Any duty, tax, levy or fee imposed by the tax authorities, including VAT, is included in The Company's prices.

## **RETENTION OF OWNERSHIP**

The ownership of all the products shall remain the sole and absolute ownership of The Company. After purchasing the products you will acquire only the License to use them for one (1) year and for the intended purposes and according to their specifications. The software is expressly prohibited from being, either totally or partially, transferred, sold, assigned, conceded (with or without consideration), commercially exploited, copied, modified, reproduced, retransmitted, transmitted, distributed or sold by you. In such case you will be obliged to compensate for any damage to the Company due to violation of rights or misuse or illegal use of the software.

## **INTELLECTUAL PROPERTY**

By accepting the Agreement you acknowledge the Company's Intellectual Property Rights on patents, trademarks, business names and domain names, designs, computer software, databases and all other intellectual property rights, in each case whether registered or unregistered which You shall use only for the purposes of this Agreement.

## **WARRANTY**

The Software is licensed for use, either during the trial period or after having acquired a full use license, as described in The Website, for the purposes referred therein and according to the technical requirements also mentioned. Any products or services obtained through The Website and all such information, content, documents and related graphics are provided for your use at your own risk and "AS IS" without warranty of any kind.

## **FORCE MAJEURE**

If The Company is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (such as (a) flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (h) non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

## **MISCELLANEOUS**

### **ASSIGNMENT**

Neither your rights nor your obligations under the Agreement may be assigned, transferred or otherwise disposed of, in whole or part, without the prior written consent of The Company.

### **CONFIDENTIALITY**

The Information furnished by the parties herein to each other shall be kept confidential, shall be used only for the purpose that is delivered and shall not be disclosed to any third party

even after the expiry of this Agreement. This obligation of confidentiality shall not apply to Information that is or becomes legally and publicly known; or is proved to be independently developed or lawfully received by The Company from a third party; or is compelled to be disclosed by law, court order or any governmental or regulatory authority. However, both parties may disclose business information to its employees, affiliated companies, agents or subcontractors only on a “need-to-know” basis, provided that such third party shall comply with the obligations of confidentiality contained in this Agreement.

#### **DATA PROTECTION**

In respect of the Processing of Personal Data by The Company or Company’s personnel under or in connection with the Agreement, The Company reassures you that it implements the new Regulation on its processing and informs you in detail in the Data Protection Notice uploaded to The Website.

#### **DISPUTES-APPLICABLE LAW**

The present License Agreement shall be governed by and construed in accordance with the Law of European Union. In respect of any dispute which arises out of or under this Agreement, the Courts of Bucharest will have exclusive jurisdiction.

By submitting any order through the Website, it is assumed that you have read, comprehended, accepted and agreed to this License Agreement.