

End-User Agreement

SMARTAI ERP LTD

This End-User Agreement (the “End-User Agreement”) governs use of the Services provided by SMARTAI ERP LTD (the “Company” or “we”). This End-User Agreement is a legal agreement between our End-Users, Registered Users, Accounting Partners, Franchisors, Franchisees, Branding Partners and Developers (any of whom may be referred to as “you”) and the Company. This End-User Agreement describes the terms governing your use of our Services. By accepting electronically, installing, accessing or using any of our Services and/or by clicking any button marked “I Accept,” “I Agree,” “You Agree,” “You Accept” or similar when using same: (a) you agree to be bound by this End-User Agreement and all of our other Terms of Service and (b) you further agree that each of your Authorized Users of our Services will also be bound by this End-User Agreement and all of our other Terms of Service. If you do not agree to THIS END-USER AGREEMENT, then you are prohibited from using our Services.

This End-User Agreement forms part of our Terms of Service.

If you need to contact us for any issues under THIS END-USER AGREEMENT, please contact us at: info@1service.live

1. Definitions As used in our End-User Agreement, our Privacy Policy, our Accounting Partner Policy, Franchisor Policy, our Franchisee Policy, our Branding Policy and our Developer Policy, the following defined terms have the following meanings when capitalized:

1.1. “Accounting Client” means a Person whose Accounting Data has been uploaded to our Services by an Accounting Partner, at the behest and direction of such Person. Accounting Clients may or may not be our End-Users and are subject to this End-User Agreement to the extent allowable by Applicable Laws and/or Rules.

1.2. “Accounting Data” means any accounting data an End-User uploads to a Service. Your Accounting Data is considered Personally Identifiable Information.

1.3. “Accounting Partner” means any accountant, CPA, bookkeeper, tax preparer or similar professional who uses our Services to manage Accounting Data on behalf of Accounting Clients. Accounting Partners are also our Registered Users and are subject to this End-User Agreement.

1.4. “Software product” means the accounting, order management and inventory Services created by, developed by and/or licensed by the Company.

1.5. “Software product Add-On” means any additional Service or software functionality which may be offered by the Company to our Registered Users.

1.6. “Software product Add-On Fee” means the fee or fees (whether one-time or repeated) which may be charged by the Company when one of our Registered Users opts to purchase an Software product Aff-On.

1.7. “Software product Feature” means any feature or functionality that is part of Software product. Different “Software product Features” may be available for use by different End-Users.

1.8. “Software product Subscription” means a subscription plan or level of services which is selected by or for one or more End-Users at the time of or subsequent to registration or account creation for such users. An “Software product” Subscription consists of a list of “Software product” Features for a specified maximum number of Concurrent Users and/or Concurrent Machines and is billed monthly or at such other terms specified by “Software product” at the time of registration or according to our Terms of Service.

1.9. “Software product Subscription Fee” means the fee associated with an Software product Subscription. Software product Subscription Fees may be charged monthly or as otherwise stated at the time of selection of an Software product Subscription.

1.10. “Affiliates” means a Person’s affiliates, third-party providers, licensors, distributors, suppliers, contractors and/or Related Entities.

1.11. “Application” means any software application (including mobile and desktop applications and copies thereof) that facilitates the use of Websites or Online Services.

1.12. “Applicable Laws and/or Rules” means applicable laws of the European Union (EU), the European Economic Area (EEA) or any of the EU or EEA’s member states from time to time.

1.13. “Authorized User” means any of your employees, contractors, agents or any other Person you authorize to use our Services, Brand Assets and/or Developer Platform on your behalf.

1.14. “Automatic Billing” means a service provided by the Company whereby the Company automatically charges a Registered User-designated account (such as a bank account or credit card) for payment.

1.15. “Brand Assets” means a Person’s trade names, trademarks, service marks, logos, domain names and other distinctive brand features.

1.16. “Branding Policy” means our BRANDING POLICY, which may be found here: [Branding Policy](#).

1.17. 'Data Protection Laws' means as applicable and binding on the Customer, the Supplier and/or the Services:

(a) in member states of the European Union ('EU') and/or European Economic Area ('EEA'): the GDPR and all relevant EU and EEA member state laws or regulations giving effect to or corresponding with any of the GDPR; and

(b) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

1.18. "Company" means SMART AI ERP LTD, incorporated in Estonia.

1.19. "Company Policy" means any policy or term of service of the Company.

1.20. "Concurrent Machine" means a physical or virtual computing device that is accessing our Services concurrently with another such device under the same Software product Subscription.

1.21. "Concurrent User" means a Registered User who is simultaneously logged into our Services with another Registered User using the same software product Subscription or Registered User account.

1.22. "Confidential Information" means any and all technical and non-technical information provided by a party that is marked or otherwise identified at the time of disclosure as confidential or proprietary, whether in graphic, electronic, written or oral form, and including but not limited to any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, proprietary information, personally-identifiable information, sales and merchandising, marketing plans of or related to said party and information said party provides regarding or belonging to third parties.

1.23. "Cookie" means a small file stored on an End-User's computer, mobile or other device, which is sent to that End-User's browser from a Service.

1.24. "Developer" means a Person who accesses a Service Operator's Services using that Service Operator's Developer Platform. Our Developers are also our Registered Users and are subject to this End-User Agreement.

1.25. "Developer Client" means any software or Service used by a Developer to access a Service using the Developer Platform provided by that Service.

1.26. "Developer Platform" means a Service Operator's Services, software development kit ("SDK") files, tools programs and utilities, as well as any plug-in or any other application programming interfaces ("API"), sample code (including runtimes and libraries) and related documentation which allow third-parties to connect their Services to that Service Operator's Services."

1.27. "Developer Policy" means our DEVELOPER POLICY, which may be found here: [Developer Policy](#).

1.28. "End-User" means an end-user of a Service. Under the GDPR, "data subjects" are End-Users.

1.29. "End-User Agreement" means our END-USER AGREEMENT, which may be found here: [End-User Agreement](#).

1.30. "Fees" means any and all fees due to the Company from a Registered User, Software product Subscription and Add-On Fees.

1.31. "Franchisee" means an Accounting Partner who is authorized to use our Services by a Franchisor.

1.32. "Franchisor" means a Registered User of our Services who sells or licenses our Services to Franchisees.

1.33. "Government User" means any End-User accessing Services on behalf of any governmental entity.

1.34. "GDPR" means the General Data Protection Regulation.

1.35. "Integration Partner" means any third-party Person (including third-party service providers) that we share data (including UserData) with in order to provide services to our End-Users.

1.36. "Intellectual Property" means intellectual property, including any advertisement, audio, blueprint, book, concept, copyrightable material, data, database, demonstration (i.e., demo), design, development tool, diagram, drawing, film, film clip, flow chart, improvement, information, invention, know-how, logo, method, model, music, object code, painting, patentable material, procedure, process, promotional material, report, screenshot, script, sculpture, slideshow, slogan, software, song, source code, slogan, specification, technical information, technology, trade-show display, trade secret, visual art, work-in-progress or writing, whether in electronic or any other form.

1.37. "Intellectual Property Laws" means any Applicable Laws and/or Rules which protect Intellectual Property.

1.38. "Intellectual Property Right" means any and all rights, title and interest to Intellectual Property, including all applications, registrations, common-law or usage rights, arising or enforceable under any Applicable Laws and/or Rules.

1.39. "Licensed Territory" means the member states of the European Union ('EU') and/or European Economic Area ('EEA').

1.40. "Online Service" means any online service available through a Website, including content, data, software, updates, web services, application programming interfaces and new releases.

1.41. "Person" means any individual or legal entity, including any association, corporation (including any non-profit corporation), estate, general partnership, governmental body, joint venture, limited liability company, limited liability partnership, limited partnership, organization or trust.

1.42. "Personally Identifiable Information" or "PII" means information which may be used to identify an individual, such as the individual's name, addresses, email addresses, phone or fax numbers, usernames, passwords, credit reporting information or other account information which maybe in a Service Operator's possession or likely to come into that Service Operator's possession. PII includes Accounting Data.

1.43. "Privacy Policy" means our PRIVACY POLICY, which may be found here: [Privacy Policy](#).

1.44. "Registered Developer" means a Person who has completed the registration process to use a Service Operator's Developer Platform.

1.45. "Registered User" means an End-User who has completed the registration process for a Service.

1.46. "Related Entities" means, for a Person, that Person's parents or subsidiaries (or parents or subsidiaries thereof).

1.47. "Service" means an Application, Website, Online Service or Developer Platform including their compilation, content, data, design, digital conversion, graphics, magnetic translation, organization or other related matters and any content, updates or maintenance releases thereto. Our Services include Software and our Developer Platform.

1.48. "Service Operator" means a Person who operates any Service. We are a Service Operator.

1.49. "Terms of Service" means our TERMS OF SERVICE, which includes (a) our End-User Agreement, (b) our Privacy Policy, (c) our Accounting Partner Policy, (d) our Franchisor Policy, (e) our Franchisee Policy, (f) our Branding Policy, (g) our Developer Policy and (h) all of our other terms, policies and guidelines applicable to your use of our Services.

1.50. "Third-Party Component" means any component incorporated into our Services provided by a third party.

1.51. "Tracking Technologies" means Cookies, beacons, tags or scripts which may collect and track information about an End-User's usage of our Services.

1.52. "Update" means any update, upgrade, modification or enhancement to a Service made generally available to that Service's End-Users.

1.53. "User Content" means any data, images, sounds, figures or other materials, which are uploaded, posted or stored by an End-User through such user's use of a Service Operator's Services. User content includes an End-User's Personally Identifiable Information.

1.54. "Usage Data" means usage information collected by a Service Operator when an End-User accesses that Service Operator's Services, including (a) Internet Protocol ("IP") addresses (including server addresses), (b) log files, (c) unique device identifiers, (d) equipment identifiers (such as MAC addresses) or other unique identifiers, (e) browser type and version, (f) browsing history during interaction with such Services (including visited

pages and the time, dates and duration of such visits), (g) domain counts, (h) other usage information collected from Cookies or other Tracking Technologies and (i) any other data the such Service Operator deems necessary for or relevant to provision of its Service. Usage Data may or may not contain PII.

1.55. "User Data" means, for an End-User, its User Content (including Personally Identifiable Information and Accounting Data) and its Usage Data.

1.56. "Website" means any publicly accessible website.

2. Your Rights to Use our Services

2.1. Our Services are protected by Intellectual Property Laws. You are only granted a limited license (the "Limited License") to use our Services and only for the purposes described by the Company and only under our Terms of Service. The Company reserves all other rights in our Services not expressly granted to you. Until termination of this End-User Agreement and as long as you meet any applicable payment obligations and comply with this End-User Agreement, the Company grants to you a personal, fully revocable, limited, non-exclusive, non-transferable, non-sub licensable license to use our Services.

2.2. You agree not to use, nor permit any third party to use, our Services in a manner that violates any Applicable Law and/or Rules or that violate our Terms of Service. You agree you will not, without our written consent or unless expressly provided for in our Terms of Service: (a) provide access to or give any part of our Services to any third party; (b) reproduce, modify, adapt, translate or copy our Services; (b) prepare derivative works from our Services; (c) deconstruct, decompile, reverse engineer, disassemble (or otherwise try to derive source code from), download, scrape, post or transmit any part of our Services or any internal files used by our Services; (d) rent, lease, loan, sell, trade, resell, syndicate access to or distribute our Services and/or (e) make our Services available on any file-sharing or application hosting service.

2.3. Our Services may periodically be updated with tools, utilities, improvements, third-party applications or general updates. You agree to receive these updates.

2.4. Although certain browsers allow you to block Tracking Technologies, if you refuse to accept Tracking Technologies, we may deny you access to our Services or portions of our Services. Our Services are not compatible with any "do not track" settings your browsing software may utilize, and we reserve the right to deny you access to our Services if you engage this option.

3. Subscriptions, Add-Ons, Services and Fees

3.1. Subscriptions. The Company offers a variety of Software product Subscriptions to our End-Users. Each of our Registered Users must select an Software product Subscription at the time of Registration. Each Software product Subscription has its own terms and Fees, and you will be informed of such prior to your registration. We reserve the right to change the terms or Fees for any Software product Subscription with reasonable notice to you.

3.2. Add-Ons. From time-to-time, we may offer you the option to purchase an Software product Add-On. Each Software product Add-On has its own terms and Fees, and you will be informed of such prior to your selection of an add-on.

3.3. Data Conversions. From time-to-time, we offer to perform data conversions or transformations for our Registered Users. You will be informed of the fee for such service prior to the conversion, and we may change our fees for subsequent conversions.

3.4. Fees. You are responsible for payment of all Fees you incur through your use of our Services, including any Software product Subscription Fees and Software product Add-On Fees.

4. License Limitations

4.1. Concurrent Machines. Our Services may be offered to you with a limit on the number of Concurrent Machines that you may use with our Services. In such case, you may not intentionally try to use our Services with more than the allowed number of Concurrent Machines that you own, lease or otherwise control.

4.2. Concurrent Users. Our Services may be offered to you with a limit on the number of Concurrent Users. In such case, you may not intentionally try to allow more than the specified number of Concurrent Users to access our Services.

4.3. Specific Services. We may offer you individual Services or partial components of our Services. In such case, you may not intentionally try to access any of our Services other than those specified for your access.

4.4. Other Users. Our Services are available for your use, and not the use of any of your Related Entities or Affiliates (unless employed by you as a contractor or agent).

4.5. Upgrades, Maintenance and Support. Your Limited License does not include the right to any Updates, maintenance, support or modifications to or for our Services, unless (a) otherwise stated in writing herein (or by the Company elsewhere) and/or (b) specified in writing at the time of your selection of an Software product Subscription.

4.6. Intellectual Property. Unless otherwise stated in writing herein (or by the Company elsewhere), your Limited License does not include (a) any license or transfer of any Intellectual Property Rights owned or controlled by the Company or its Affiliates or (b) any rights to or license to use any works derived from our Services.

5. Prohibited Uses. Unless otherwise expressly stated by the Company (here in or elsewhere), while using our Services, you are prohibited from:

5.1. Using domain count overrides;

5.2. Blocking (electronically or otherwise) the transmission of data required for our provision of our Services;

5.3. Using our Services in any manner which could damage, disable, overburden or impair our Services or which could interfere with any other Person's use and enjoyment of our Services;

5.4. Impersonating any other Person or forging any other Person's signature (electronic or otherwise);

5.5. Disrupting or interfering with our Services or using our Services to interfere with any other Person's access to or use of our Services;

5.6. Using our Services to (a) transmit (or facilitate the transmission of) any unsolicited emails of any kind or (b) transmit (or facilitate the transmission of) bulk emails;

5.7. Using our Services to (a) access (or attempt to access) the accounts of other End-Users or (b) penetrate (or attempt to penetrate) either the Company's or any other Person's security measures, computer software or hardware, electronic communications systems or telecommunication systems, whether or not such intrusions results in a loss or corruption of data;

5.8. Using our Services to collect User Data about any Person without that Person's knowledge or consent;

5.9. Using our Services for (a) excessive posting or cross-posting of the same or substantially similar User Content or (b) posting User Content to any site (or portion thereof) where such content is inappropriate, prohibited or incorrectly categorized;

5.10. Using our Services to transmit any viruses, worms, defects, Trojan horses, malware or any other items of a destructive nature;

5.11. Using our Services to defame, abuse, harass, stalk or threaten others;

5.12. Using our Services to commit or promote illegal or unlawful activities;

5.13. Sublicensing our Services for use by a third party;

5.14. Using our End-Users' User Data to assist with any unsolicited marketing communications (electronic or otherwise) to any Person;

5.15. Using our Services to (a) engage in chat flooding, (b) connect to chat servers or channels from which you have been previously banned or (c) forge, alter or obscure your identity when participating in chat sessions;

5.16. Obtaining (or attempting to obtain) any materials or information not intentionally made available or provided for through our Services;

5.17. Removing or destroying (or attempting to do either) any copyright notices, trademark notices, proprietary markings or confidential legends placed upon or contained within our Services or our Brand Assets;

5.18. Uploading any Person's Accounting Data without that Person's permission; and/or

5.19. Using our Services to use, disclose, sell or disseminate any Accounting Data of any of our End-Users (including financial transaction and account information) to any third parties in violation of Applicable Laws and/or Rules or without that End-User's authorization.

6. License Expiration. Your license may include an expiration date that can result in termination of your Limited License. The Company may, but is under no obligation to, provide you with written notice of this expiration at a time reasonably prior to the expiration. You are solely responsible for tracking the date of any license expiration. If you dispute such expiration, it is your responsibility to contact the Company to explain such dispute. The COMPANY is not liable for any damages or costs incurred to or by you because of an expiration of your Limited License.

7. Maintenance and Support. Subject to Section 4.5, the Company will provide maintenance and support services to our Registered Users in accordance with the terms of the Software product Subscription selected by said user. The Company's obligations, if any, to provide maintenance and support is subject to the following: (a) the Registered User shall provide the Company with sufficient access to its account and personnel to duplicate and resolve errors; (b) the Registered User shall provide supervision, control and management of the use of our Services; (c) the Registered User shall document and promptly report all errors or malfunctions in our Services to the Company and (d) the Registered User shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within are as on abel time after such procedures have been received from the Company.

8. Territory. Our Services are authorized for use only within Licensed Territory.

9. Currency. We only support the euro as the currency for use with our Services.

10. Payment and Refunds. The following terms apply to any of our Services offered on a payment or subscription basis, unless the Company or any of its Affiliates notifies you otherwise in writing:

10.1. Payments will be billed to you in euro, and your account will be charged when you subscribe and provide your payment information, unless stated otherwise in the Software product Subscription ordering or payment terms displayed on our Services at the time of subscription selection. For Software product Subscriptions, your payment for each billing cycle (each, a "Billing Cycle") must be processed prior to the last date of the previous Billing Cycle. Unless otherwise stated in writing to you, the default Billing Cycle is monthly, starting with the first day of each calendar month. Additional cancellation or renewal terms may be to you when you next use our Services after the start of a Billing Cycle.

10.2. We reserve the right to refuse or cancel your order or Software product Subscription for any reason. An email notification will be sent to the email address associated with the order informing you of the cancellation. If you feel this cancellation is in error, please contact us immediately so we can examine the issue.

10.3. The Company does not refund payments for Software product Subscriptions, except as provided for in Section 10.5.

10.4. You may cancel your Software product Subscription at any time, unless stated in any offer for your subscription.

10.5. In the event your Software product Subscription is canceled by you, your subscription will continue until the end of the Billing Cycle in which your cancellation takes place. If we cancel your subscription, we will terminate your access to our Services immediately and refund you an amount prorated for the days remaining in the applicable Billing Cycle.

10.6. For any non-subscription or one-time services (such as data conversion or customization services) (a "Non-Subscription Service"), unless otherwise stated in any applicable agreement with you, the Company may, in its sole discretion, refuse refunds if the Company has commenced work on such Non-Subscription Service. The Company may, also in its sole discretion, choose to refund a pro-rata portion of payment based on the amount of work completed. This Section 10.6 applies whether you or the Company is the party who cancels the Non-Subscription Service.

10.7. Unauthorized Usage. The Company reserves the right to charge you the then current list price of any unauthorized usage or usage by any unauthorized users upon discovery of such usage, by charging the payment method used to make your original, authorized purchase, or by any other means required.

11. Payment Methods and Fraud Prevention.

11.1. You must pay with one of the following: (a) a valid credit card acceptable to the Company; (b) a valid debit card acceptable to the Company; (c) sufficient funds in a checking or savings account to cover an electronic debit (using ACH) of the payment due or (d) by another payment option the Company provides to you in writing.

11.2. We accept payment via all major credit cards and PayPal or any other payment method that we may provide to you in writing from time to time. All orders must be placed through our Website. We do not take orders over the phone or in person.

11.3. Due to rampant online credit card fraud, we may use an address verification service("AVS") to match the billing address of the card holder with the billing address on the order. If your bank or credit card issuer does not support AVS, we may be unable to process your order.

11.4. If the payment and registration information provided by you is not accurate, current, and complete and you do not notify us promptly when such information changes, the Company may suspend or terminate your account and refuse any use of our Services.

11.5. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your access to our Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

12. Your Connection and Devices.

12.1. Mobile Devices. Use of our Services may be available through a compatible mobile device, which may require you to provide your own such device and obtain service from a mobile or telecommunications provider. You agree that you are solely responsible for your mobile device, including any applicable changes, updates and fees, as well as the terms of your agreement with your mobile or telecommunications provider.

12.2. Internet Service. Use of our Services may require you to obtain an internet connection from an internet service provider ("ISP"). You agree that you are solely responsible for obtaining your own internet service, including any applicable changes, updates and fees, as well as the terms of your agreement with your ISP.

12.3. No Representation as to Compatibility. The Company makes no representation regarding the compatibility of our Services with any device, operating system or telecommunications network.

13. Your Personal Information.

13.1. You can view the Company's Privacy Policy provided with our Services on our Website. You agree to our applicable Privacy Policy, and any changes published by the Company. You agree that the Company may use and maintain your data according to our Privacy Policy, as part of our Services.

13.2. You grant the Company permission to use your User Data, information about your business and about your experience to help us to provide our Services to you and to enhance our Services. You give the Company permission to combine information you enter or upload for our Services with that of other End-Users of our Services and/or other Company services. You further agree that the Company (or its Affiliates) may use, sell, license, reproduce, distribute and disclose your and other End-Users' non-identifiable, aggregated data that is derived through your or other End User's use of our Services. You also grant the Company permission to share or publish summary results relating to research data and to distribute or license such data to third parties

13.3. The Company is a global company and may access or store User Data in multiple countries or jurisdictions, including those outside of your own country or jurisdiction to the extent permitted by Applicable Laws and/or Rules, and you agree to such storage. You also acknowledge and agree that your User Data may be stored in countries that do not have adequate security controls to protect your data.

14. Your Content.

14.2. Your Responsibility. You are responsible for your User Content and its accuracy and completeness. You are responsible for archiving (backing up) your User Content (including your Accounting Data) frequently. You are solely responsible for any lost or unrecoverable User Content (including accounting data). You must provide all required and appropriate warnings, information and disclosures for your User Content. The Company is not responsible for the User Content you submit through our Services.

14.3. Prohibited Content. You agree not to use, nor permit any third party to use, our Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

14.3.1. Abusive, defamatory, disruptive, fraudulent, harassing, hateful, illegal, inappropriate, indecent, libelous, objectionable, obscene, offensive, pornographic, profane or threatening information or communications of any kind, including content that would (a) encourage "flaming" others, (b) encourage criminal or civilly liable conduct under any Applicable Laws and/or Rules or (c) encourage bodily harm or destruction of property.

14.3.2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;

14.3.3. Content that is unfair or deceptive or which creates a safety or health risk to a Person or the public;

14.3.4. Except as permitted by the Company in writing: bulk mail, chain letters, financial scams, flooding's, frauds, investment opportunities, mail bombings, offers, pyramid or Ponzi schemes, solicitations, spam or unsolicited commercial communication;

14.3.5. Viruses, Trojan horses, worms or other disruptive, damaging or harmful software or data;

14.3.6. Any information, software or User Content which (a) is not legally yours and without permission from its Intellectual Property Rights' owner or (b) infringes the Intellectual Property Rights of any third party;

14.3.7. Any User Content which holds the Company up to public scorn or ridicule or which would in any way damage or impair the Company's reputation or good will; and/or

14.3.8. Any material which would harm or could harm a minor.

14.4. Social Features. Our Services may include a community forum or other social features to exchange User Content and information with other End-Users and the public. The Company does not support and is not responsible for the content in these community forums. You agree to use respect when interacting with other End-Users. You agree not to reveal information that you do not want to make public. You agree that the Company is not responsible for any hypertext links to content of third parties which may be posted by End-Users.

14.5. Feedback. The Company may freely use feedback you provide. You agree that the Company may use your feedback, suggestions, or ideas in any way, including in future modifications of our Services, other products or services or advertising or marketing materials. Your feedback is User Content and is, therefore, subject to any terms regarding User Content, including Section 14.

14.6. Monitoring and Disclosure. The Company may, but has no obligation to, monitor your User Content. The Company may, but has no obligation to, monitor content on our Services. We may disclose any information necessary to satisfy our legal obligations, to

protect the Company and its customers or to operate our Services properly. The Company, in its sole discretion, may refuse to post, disable, remove or refuse to remove, any User Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate or in violation of our Terms of Service.

15. Data Conversions. Our data conversion and transformation services are provided “AS-IS.” You are responsible for backing up your data prior to such conversion. Your original data may be altered during the conversion and may not be available to you after the conversion has been completed.

16. Accounting Partners.

16.1. If you are one of our Registered Users, you may designate one or more Persons to act as an Accounting Partner on your behalf. By doing so, you acknowledge and agree that you are giving your Accounting Partners full access to your Accounting Data, including the ability to read, write, modify and delete such data. See our Accounting Partner Policy for rules governing Account Partners’ use of our Services.

16.2. If you manage or upload Accounting Data for any other Person, our Accounting Partner Policy governs your use of that data, whether or not you are formally designated as an Accounting Partner. See our Accounting Partner Policy for rules governing Account Partners’ use of our Services.

17. Company Communications.

17.1. No Professional Advice. Unless specifically included with our Services, the Company is not in the business of providing accounting, engineering, financial, health care, human resources, legal, real estate, tax or other professional services or advice. End-Users should consult the services of a competent professional when this type of assistance is needed.

17.2. Other Services. The Company may tell you about other Company-provided services or services provided by our Integration Partners. You may be offered other services, products, or promotions by the Company. Additional terms and conditions and fees may apply.

17.3. Communications. The Company may be required by Applicable Laws and/or Rules to send you communications about our Services or third-party products. You agree that the Company may send these communications to you via email or by posting them on our Website.

18. Security.

18.1. Password. You agree to manage your passwords and update your passwords if required by the Company. You are responsible for securely managing your password(s) for our Services and to contact the Company if you become aware of any unauthorized access to your account.

18.2. Telephone Numbers. You may be required to provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that the Company may use your telephone number for “multi-factor authentication” (“MFA”), to confirm your identity and help protect the security of your account. Part of the MFA process may involve the Company sending text messages containing security codes to your telephone number. You agree to receive these texts from the Company containing security codes as part of the MFA process. In addition, you agree that the Company may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: (a) providing you with important critical notices regarding your use of our Services or (b) fulfilling a request made by you through our Services. You further agree that the Company is not responsible for any charges which your telecommunications provider may impose on you for receiving such texts.

18.3. Liability for Third Parties. Should you make any software, login identifications, security credentials or other means of access to our Services available to third parties (whether deliberately or through error or omission), you agree that any and all use of our Services by such third parties, regardless of whether not such use is authorized by you, shall be legally attributable to you, and you hereby accept liability for any and all such use.

18.4. Stolen Authentication Information. If your login identification or password is stolen, or if you suspect any improper or illegal usage of your Limited License outside your control, you agree to notify the Company promptly and as soon as is feasibly possible.

19. Disclaimer of Warranties.

19.1. Your use of our Services is entirely at your own risk. Except as described in our Terms of Service, our Services are provided “AS IS,” “as available” and “With All Faults.” To the maximum extent permitted by Applicable Laws and/or Rules, the Company and its Affiliates disclaim all Representations and warranties (express, implied OR STATUTORY) including:

19.1.1. any warranty that our Services are fit for a particular purpose;

19.1.2. any warranties of title or merchantability;

19.1.3. any warranties against data-loss;

19.1.4. any warranties against non-interference with or non-infringement of any Intellectual Property Rights;

19.1.5. any warranties for the accuracy, reliability, quality or content in or linked to our Services;

19.1.6. any warranties that our Services are secure, free from bugs, viruses, interruption, errors, theft or destruction;

19.1.7. any warranties that your use of our Services will be accurate, will be reliable or will meet your expectations;

19.1.8. any warranties as to the availability, integrity, reliability, timeliness or uptime of our Services;

19.1.9. any warranties related to the accuracy, completeness, integrity or persistence of any data stored on our services;

19.1.10. any warranties that the Company will continue to offer our Services (or any portion thereof);

19.1.11. any warranties that our Services will meet your requirements or expectations; and/or

19.1.12. any warranties that any errors in our Services will be corrected in a timely fashion or at all.

19.2. The Company and its Affiliates disclaim any representations or warranties that your use of our Services will satisfy or ensure compliance with any legal obligations or Applicable Laws and/or Rules. You are solely responsible for complying with your legal, accounting and tax obligations.

19.3. The Company makes no warranties or representations of any kind (express, statutory or implied) as to: (a) the availability of telecommunication or internet service from your telecommunications provider or ISP, (b) any loss, damage or other security intrusion of such services or (c) any disclosure of information or failure to transmit any data by your telecommunication service or ISP.

19.4. Any material downloaded or otherwise obtained through the use of our Services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

19.5. No advice or information, whether oral or written, obtained by you from us or our Services will create any warranty not expressly stated in our TERMS OF SERVICE. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to sixty (60) days from the date of purchase or delivery of our Services, whichever is sooner.

19.6. The Company does not warrant, endorse, guarantee or assume responsibility for any product or services offered by a third party, even if we provide you with access to the third-party's Services.

19.7. The Company does not warrant, represent or guarantee that our data conversion or transformation services will be error-free or that they will preserve your original data.

20. Termination.

20.1. The Company may, in its sole discretion and without notice and in whole or in part, restrict, deny, suspend or terminate our Terms of Service (or any portion thereof) or our Services (or any portion thereof) effective at any time, in whole or in part, for: (a) suspicion of fraud, (b) security violations, (c) illegal activity, (d) unauthorized access or unauthorized use issues, (e) protection of the integrity of our Services, (f) compliance with applicable Company

Policy, (g) compliance with Applicable Laws and/or Rules, (h) your failure to comply with our Terms of Service or (i) your refusal to receive electronic communications. Upon termination, (x) you must immediately stop using our Services and (y) any outstanding payments will become due and payable. Termination of our Terms of Service shall not affect the Company's rights to any payments due to it. The Company may terminate a free account at any time.

20.2. The Company may, in its sole discretion, retain any User Content after termination of our Terms of Service or our Services, unless otherwise prohibited by Applicable Laws and/or Rules.

20.3. The following Sections shall survive termination of this End-User Agreement: Sections 2.2, 2.3, 3.4 and 4 - 25.

21. Indemnification. You agree to indemnify and hold the Company and its Affiliates harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of (a) your modification of our Services, (b) your combination of our Services with other services or applications, (c) your violation of the Intellectual Property Rights of others, (d) your uploading or use of your User Content, (e) third-party liability under Section 18.3 or (f) your breach of our Terms of Service (collectively referred to as "Claims"). You also agree to indemnify the Company and its Affiliates to the same extent and for the same causes for actions taken or not taken by your Authorized Users. The Company reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by the Company in the defense of any Claims.

22. Export Restrictions. You acknowledge that our Services are subject to restrictions under Applicable Laws and/or Rules, including export control laws, trade embargoes, sanctions and security requirements. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available our Services in violation of these laws, directly or indirectly.

23. Our Services are commercial items provided to any government user with only those rights customarily provided to all other End-Users as set forth in this Agreement. Title to our Services shall at all times remain with the Company regardless of the use of any governmental funds in its development.

24. Copyright and Trademark.

24.1. Copyright Infringement Notification. Should be sent to the Company at our contact email address at the beginning of this End-User Agreement.

24.2. Open Source Software. Our Services may contain open source software components, each of which has its own copyright notice requirements and own applicable license conditions. These components are subject to the terms of third-party open source licenses, and not the terms of this End-User Agreement. If any such license requires the Company to deliver the source code for such components to you, the Company shall do so upon request at a nominal fee.

24.3. Company Intellectual Property Notice. The marks “SmartAI ERP”, “1Service” or any similar or related marks are owned by the Company and/or its Affiliates. Our Services are property of the Company and/or its Affiliates and are protected under Applicable Laws and/or Rules (including Intellectual Property Law). Other than as expressly permitted hereunder, copying, redistribution, use or publication by you of any part of our Services is strictly prohibited. You do not acquire any ownership rights to any of our Services or to any other End-User’s User Data. The posting of any information or materials on our Services does not constitute a waiver of any right in such information or materials. Some of the content available through our Services may be owned by third parties. Nothing contained in this End-User Agreement shall be understood to give you any license to use any Intellectual Property owned by the Company or any third party.

25. Miscellaneous Provisions.

25.1. Representations

25.2. Each party represents and warrants that: (a) if said party is a corporation, limited liability company, any type of partnership or any other type of legal entity, it is duly organized and validly existing in good standing under the laws of the jurisdiction of the state or country of its organization; (b) it has the power and authority to execute, deliver and perform our Terms of Service and (c) it has taken all necessary action to authorize the execution, delivery and performance of our Terms of Service. Each party further represents and warrants that its participation under our Terms of Service does not, and the performance by said party of the its obligations hereunder will not, with or without the giving of notice or the passage of time, or both:(a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to said party; (b)conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which said party is a party or by which said party is or may be bound; and/or (c) violate any of said party’s organizational or governing documents (if said party is a legal entity).If you are an individual, you further represent and warrant that you are of a legal age to form a binding contract with us.

25.3. Additional Representations and Warranties. You represent and warrant that: (a) if you are accessing our Services on behalf on entity, that you have the authority to bind that entity to our {Terms of Service}; (b) your use of our Services (including our Developer Platform and our Brand Assets) will not violate any third-party rights (including Intellectual Property Rights and rights of privacy or publicity) or any Applicable Laws and/or Rules; (c) all information you provide to the Company, including your identity, is and will be true, accurate, and complete and will be updated by you if necessary and (d) you will not interfere with the Company’s business practices, the way in which we offer our Services or our Developer Platform or any third-party products or networks used with our Developer Platform.

25.4. Additional Terms. Additional payment, return, cancellation, shipping or other terms or additional warranties or disclaimers may be provided to you through our Services. Such additional terms, warranties and disclaimers are incorporated herein by this reference. Conflicts between portions of our Terms of Service shall be resolved according to the following order of priority (from highest to lowest priority): (a) terms provided directly to you by our Services, (b) our End-User Agreement, (c) our Privacy Policy, (d) our Accounting

Partner Policy, (e) our Franchisor Policy, (f) our Franchisee Policy, (f) our Developer Policy and finally (g) our Branding Policy.

25.5. Incorporation by Reference. The following are each incorporated herein by reference: (a) our Privacy Policy, our Accounting Partner Policy, our Franchisor Policy, our Franchisee Policy, our Developer Policy and our Branding Policy; (b) any additional terms and conditions, which may include those from third-parties and (c) any terms provided separately to you for our Services, including product or program terms, Software product Subscription terms, ordering terms, activation terms, payment terms or similar.

25.6. Notice of Default; Cure. Unless otherwise stated elsewhere in our Terms of Service, you shall provide the Company with written notice and a forty-five (45) calendar day opportunity to cure any act or omission constituting a breach by the Company of any of the material terms, covenants or conditions set forth in any of our Terms of Service. The Company is under no similar obligation to provide any time for cure to any End-User.

25.7. Force Majeure. The Company shall not be in default or otherwise liable for any delay in or failure of its performance under any of our Terms of Service where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes or other similar or dissimilar cause beyond the control of the Company.

25.8. Amendments. Our Terms of Service may be modified at any time in the sole discretion of the Company, with or without notice to you. Such modified terms shall not apply retroactively. Your continued use of our Services (including our Developer Platform) after any such modification shall constitute an acceptance by you of such modifications. You may not modify any of our Terms of Service without our written consent.

25.9. Assignment. The Company may assign any portion of our Terms of Service at any time in the Company's sole discretion, with or without notice to our End-Users. You may not assign any of our Terms of Service without the written consent of the Company.

25.10. Binding Effect. Our Terms of Service are binding upon and shall inure to the benefit of the parties hereto and their respective assigns, administrators, executors, heirs, legal representatives and successors, including any entity with which a party may merge or consolidate or to which all or substantially all of its assets may be transferred.

25.11. Section Headings; Construction; Interpretation. The headings of Sections in our Terms of Service are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of the particular portion of our Terms of Service containing such reference, unless otherwise specified. All words used in our Terms of Service will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "you" and "your" refer to you as an End-User of our Services, and the terms "us," "we" and "our" refer to the Company. To the extent applicable, the terms "you «and "your" shall also refer to any of your Authorized Users.

25.12. Entire Agreement. Our Terms of Service contains the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter herein.

25.13. Severability. If any provision of our Terms of Service is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of our Terms of Service will remain in full force and effect. Any provision of our Terms of Service held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

25.14. Third-Party Rights. Nothing expressed or referred to in our Terms of Service will be construed to give any legal or equitable right, remedy or claim under or with respect to our Terms of Service (or any provision thereof) to any third party other than you or the Company. Our Terms of Service and all of its provisions are for the sole and exclusive benefit of you, the Company and their successors and assigns.

25.15. Relationship Between the Parties. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties, or to create an employment relationship between the parties.

25.16. Waiver. Neither the failure nor any delay by the Company in exercising any right, power, or privilege under our Terms of Service will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by Applicable Laws and/or Rules, (a) no claim or right arising out of our Terms of Service can be discharged by the Company, in whole or in part, by a waiver or renunciation of the claim or right unless in writing; (b) no waiver that may be given by the Company will be applicable except in the specific instance for which it is given and (c) no notice to or demand on an End-User will be deemed to be a waiver of any obligation of such user or of the right of the Company to take further action without notice or demand as provided in our Terms of Service.

25.17. Limitation of Liability. Our Terms of Service sets forth the entire liability of the Company, its Affiliates and your exclusive remedy with respect to our Services and their use:

25.17.1. General Limitation on Recovery of Consequential Damages. The Company shall not be liable under any circumstances to you for (a) indirect, consequential, incidental, special, exemplary, or punitive damages, regardless of the theory advanced; (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware; (c) loss of business, goodwill, revenue, profits or investment; (d) damages related to your use or inability to use our Services; (e) costs for getting substitute goods or services to substitute for our Services; (f) damages arising from your use of, inability to use, performance of or non-performance of any third-party goods or services purchased or accessed by you using our Services; (g) damages resulting from hacking, tampering or other unauthorized access to or alterations of your transmissions or data; (h) damages resulting from statements or conduct of any Person using our Services; (i) damages resulting from your use of software or hardware that does not meet the Company's requirements; (j) damages resulting from errors, mistakes or

inaccuracies of our Services(including our content); (k) personal injury or property damage of any nature whatsoever resulting from your access to our Services; (l) damages resulting from the actions or inactions of any of our Integration Partners; (M)terminating any of our Company Policies in accordance with said policy or (N)any other damages relating to your use of our Services.

25.17.2. Cap on Direct Damages. To the maximum extent permitted by Applicable Laws and/or Rules, the entire liability of the Company and its Affiliates for all claims relating to our Terms of Service shall be limited to the amount you paid for our Services during the twelve (12) months prior to such claim.

25.17.3. Application. This Section 25.17applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if we have been advised of the possibility of such liability. The foregoing limitation shall apply to the fullest extent permitted by Applicable Laws and/or Rules in the applicable jurisdiction.

25.18. Time to Bring a Suit. Unless otherwise required by Applicable Laws and/or Rules, any action or proceeding by you relating to any dispute must commence within one year after the cause of action occurs.

25.19. Remedies Cumulative. The rights and remedies of the Company under our Terms of Service are cumulative and not alternative, and no such right or remedy shall eliminate any other remedy under our Terms of Service to which the Company may be entitled.

25.20. Specific Performance. You acknowledge and agree that irreparable injury shall result from a breach of our Terms of Service and that money damages will not adequately compensate the Company. Accordingly, in the event of your breach or a threatened breach of our Terms of Service, the Company shall be entitled, in addition to any other remedy which may be available, to injunctive relief (without necessity of a bond) to prevent or to correct the breach. The Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

25.21. Governing law and jurisdiction. This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Estonia and of the European Union (EU).

25.22. Waiver of Class Actions. You agree that any and all disputes must be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. By using our Services, you agree that you are waiving the right to participate in a class action or litigate on a class-wide basis.

25.23. Attorney's Fees. In the event of litigation relating to our Terms of Service, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.