

# Terms and Agreement

By purchasing our products and services, continuing to review our website and accompanying materials, and by clicking on “I accept the terms and conditions”, you are entering into a contract with INNONIC GROUP Zrt., operator of the CONVERSIFIC system and features (collectively “CONVERSIFIC”), and are agreeing to the Terms and Agreement for use of CONVERSIFIC, along with any amendments thereto and any operating rules or policies that may be published from time to time by CONVERSIFIC, hereinafter referred to as (the “Terms”).

These Terms govern your use of the CONVERSIFIC website “Website”, services “Services”, and review of any other information or materials (“Accompanying Materials”) provided by CONVERSIFIC.

You agree that you have read and understand, and have the capacity and authority to accept, agree to and be bound by these Terms.

Read these Terms carefully. If you do not agree to these Terms, do not click "I accept the terms and conditions" and do not use our services, website, or accompanying materials.

These Terms may be modified from time to time at the sole discretion of CONVERSIFIC, and such changes or modifications are effective immediately upon the earliest of (a) CONVERSIFIC’s email notification to you advising you of such changes or modifications, (b) your electronic acceptance of the Terms after such changes or modifications have been made to the Terms as indicated by the "Date of Last Revision" date at the top of the Terms, or (c) your continued use of the Services after CONVERSIFIC posts the updated Terms to CONVERSIFIC.com. In addition, when using particular CONVERSIFIC services, you and CONVERSIFIC will be subject to any posted guidelines or rules applicable to such Services that may be posted from time to time.

## **This is an electronic contract.**

You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and purchases of products and services. Your agreement to be bound by electronic submissions applies to all records relating to all transactions you enter into with CONVERSIFIC, including any notices of cancellation, policies, contracts, and applications. In order to use the CONVERSIFIC Website and to access and retain electronic records, you may be required to have certain hardware and software, which are your sole responsibility. CONVERSIFIC is not responsible for typographic errors in these Terms, on our Website, in descriptions of Products and Services, or in Accompanying Materials.

## **Description of Services**

- CONVERSIFIC provides an "actionable business intelligence platform" system (hereinafter referred to as a "BI Platform"), with which you can analyze your stores performance.
- Any new features or tools which are added to the current BI Platform shall also be subject to this contract.

## **Account**

- As a registered user of CONVERSIFIC, you may establish an account ("Account") on our Website.
- You acknowledge that CONVERSIFIC will use the email address provided during Account registration as the primary method for communication.
- You are responsible for keeping your password and Account secure. CONVERSIFIC cannot and will not be liable for any loss or damage that results from failure to maintain the security of your Account and password.
- You are responsible for all activity and content such as data, graphics, photos and links that are uploaded under your CONVERSIFIC Account. You must secure the rights for use of any content. You must not transmit any worms or viruses or any code of a destructive nature.
- These Terms constitute an agreement for use of a BI Platform, and you are not granted a license to any software. You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the BI Platform or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the BI Platform or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the BI Platform or any Software; use the BI Platform or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

## **Payment**

- In consideration of the BI Platform provided, you will pay CONVERSIFIC all fees due according to the prices and terms agreed in this contract.

- By agreeing to these terms and paying all fees due according to the prices and terms agreed in this contract, you, or the company or organization you are fully authorized to represent will be a “Customer” of CONVERSIFIC.
- CONVERSIFIC reserves the right to modify its pricing and terms at any time, and such changes or modifications will be effective immediately upon the next renewal, billing period, upgrade or downgrade of the Services with notice to Customer.
- A valid credit card is required for accounts to process payment. CONVERSIFIC will automatically charge Customer’s credit card on file based on Customer’s billing cycle (monthly, partial yearly or yearly, depending on the Services selected and billing terms for individual services) until Customer validly terminates the BI Platform.
- Within five working days of the settlement of the payment amount, CONVERSIFIC produces an electronic invoice for the Customer.
- All billing invoices and payment notifications will be maintained directly in Customer’s Account Portal.
- The rental fee of the BI Platform which can be rented as an online service includes the continuous operation of the software defined further on.
- CONVERSIFIC plans are based on your stores/domain(s) annual revenue. This limit varies based on the plan you have chosen. Counting of the annual revenue starts on the first day of every month. Should you choose to pay for your plan before the course of a month, counting of annual revenue will still begin at the first of every month.
- The counting of annual revenue at CONVERSIFIC is based on the connected stores data.

### **CONVERSIFIC rights and obligations**

- All CONVERSIFIC products and services, website and accompanying materials are provided as-is, with no guarantee or warranty expressed or implied.
- CONVERSIFIC shall immediately notify the Customer if it becomes aware of any circumstances that would impact the performance of the services, or website and will keep Customer informed during the process to remedy any deficiencies in performance that may be caused by CONVERSIFIC.
- At no time shall CONVERSIFIC be liable for loss or damages resulting from use of the CONVERSIFIC system, or any deficiencies of performance while using CONVERSIFIC, whether or not these deficiencies are the result of any negligence on the part of CONVERSIFIC.

- CONVERSIFIC staff shall be entitled to login the Customer's BI Platform for maintenance purposes.

### **Customer rights and obligations**

- Customer is required to provide CONVERSIFIC assistance required to deliver Service.
- The only relationship between the Customer and CONVERSIFIC is for the use of CONVERSIFIC as outlined herein.
- Customer assumes all legal obligations required in connection with the website and BI Platform operation, (all-time valid indication of company data, etc), as well as to set any changes in the company's information in the BI Platform administration interface. CONVERSIFIC provides resources to do so through Service functions. In the event of failure to provide updated information or respond to queries, CONVERSIFIC is entitled to suspend the publicly accessible portion of the Service until Customer submits completion of documents.
- Customer declares that he is aware of the rules of the Internet mail sending. CONVERSIFIC is not responsible for the content of the data traffic generated during the use of the Service.
- Customer hereby grants CONVERSIFIC a non-exclusive right and license to use Customer's name and Customer's trade names, trademarks, and service marks (collectively, "Customer's Marks") as provided to CONVERSIFIC in connection with these Terms: (a) on CONVERSIFIC's own websites, (b) in printed and online advertising, publicity, directories, newsletters, and updates describing CONVERSIFIC's Services and (c) in applications reasonably necessary and ancillary to the foregoing.

### **Customer Service**

- CONVERSIFIC provides support to Customer, which includes chat and email support.
- Electronic communications between the Customer and CONVERSIFIC are made between help@CONVERSIFIC.com, or the address of the account manager; and, the email address provided at the time of registration by the Customer or the current email address as configured in the Customer's Account.
- The customer service form found on [www.CONVERSIFIC.com](http://www.CONVERSIFIC.com) can be used for reporting errors. In the case of error reporting, the message should include the operating system used when the failure occurred, its version number, any data on installed software and updates, the name and the exact version number of the browser, the time of the error causing, the steps taken and the URL the error can be viewed at. If the service error code is written, it should also be included in the message.

- CONVERSIFIC agrees to comply with the response time providing the following conditions: The response time is calculated from when the problem is filed by CONVERSIFIC, but no later than from 9:00 am the first working day following dispatch. The response time provided is the time the customer service gives feedback to the error reported, and starts troubleshooting. Troubleshooting time is not included in this response time.

<b>Difficulty of problem</b>	<b>Response time</b>	<b>Definition</b>
1 (Very important)	10 hours	A certain critical function does not work in the BI Platform
2 (Important)	24 hours	Some BI Platform function cannot be performed, and it is a UX problem for the people to whom the BI Platform is displayed
3 (General)	5 days	A BI Platform function which is not working and does not prevent them from using the BI Platform

### **Force majeure**

CONVERSIFIC will have no liability to Customer or any third-party for any failure by CONVERSIFIC to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of CONVERSIFIC, including without limitation an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other event of force majeure.

### **Term and Termination**

- Customer may terminate this agreement or the Services at any time with or without cause, and with notice.

- CONVERSIFIC may terminate this agreement or the Services at any time with or without cause, and with or without notice. CONVERSIFIC will have no liability to Customer or any third-party because of such termination.
- Upon termination or expiration of these Terms by either party for any reason, (a) CONVERSIFIC will cease providing the BI Platform, (b) Customer will not be entitled to any refunds of any usage fees or any other fees, pro rata or otherwise and (c) any outstanding balance owed to CONVERSIFIC for your usage of the BI Platform through the effective date of such termination or expiration will immediately become due and payable in full. All sections of these Terms, which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.
- Upon termination or expiration of this agreement by either party for any reason, CONVERSIFIC may delete any Customer archived data within 30 days after the date of termination.

### **Settlement of disputes**

Both CONVERSIFIC and Customer will do everything in their best power to resolve any disputes or disagreements that may arise between them regarding the framework of these Terms or the Terms, through direct negotiation. Parties are obliged to inform each other about any and all obstacles arising after the conclusion of the contract, specifically circumstances hindering the completion of the contract having learnt about the fact without delay.

The laws of Hungary will govern the validity and construction of these Terms and any dispute arising out of or relating to these Terms, without regard to the principles of conflict of laws. Customer hereby consents (and waives all defenses of lack of personal jurisdiction and forum non conveniens) with respect to the jurisdiction and venue of the federal and state courts located in Hajdu Bihar County, Hungary. Customer agrees to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of these Terms.

Debrecen, 1<sup>th</sup> August, 2017