

## **EULA**

THIS END USER LICENSE AGREEMENT IS BETWEEN SMARTAPPS 4D365 AB (“SMARTAPPS”) AND THE PERSON (“USER”) THAT SUBSCRIBES TO THE SOLUTION(S) WHICH ACCOMPANIES THIS AGREEMENT ). THIS AGREEMENT GIVES THE USER THE RIGHT TO ACCESS AND USE THE COMPANY’S SOLUTION(S) THAT ARE SUBSCRIBED TO FROM THE COMPANY. THE COMPANY WILL CHARGE ACCORDING TO THE SUBSCRIPTION PLAN OF THE SOLUTION(S). THE COMPANY IS WILLING TO GRANT A USER THE RIGHT TO ACCESS AND USE THE COMPANY’S SOLUTION(S) ONLY IF THE USER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT, AND PAYS OR HAS PAID THE COMPANY, THE FULL SUBSCRIPTION PRICE FOR USE OF THE LICENSE TO WHICH THE USER HAS SUBSCRIBED.

**PLEASE READ THIS AGREEMENT CAREFULLY.**

### **1. TERM**

After the free trial period, the user must subscribe to the service each month. Renewal of monthly subscription will be automatic until the user communicates in writing the desire to terminate the subscription or manually terminate the subscription within the application. Uninstalling the app will not terminate the subscription. The subscription fee is paid at the end of each billing period and will be paid by all methods offered by the subscription billing partner recurrently. Subscription fee is based on the maximum number of users during the billing period. The fee may be subject to change, unless the app is for free. Details about the fee, how to adjust the number of users and terminate the service are found on <https://www.smartappsford365.com>

### **2. USE OF THE APPLICATION**

You are not allowed to violate, bypass, extract or modify the source code, perform partial or total reverse engineering, decompile, disassemble or alter in any way whatsoever any part of the security device of the application, modify, lend, sell, distribute or create works deriving from the application.

### **3. INTELLECTUAL PROPERTY RIGHTS**

All right, title and interest in and to the application including, but not limited to, the service, the graphics, the user interface, the scripts, software used to implement the application will be the intellectual property rights of SMARTAPPS or any third party, if any. You shall use the intellectual property rights in accordance to this terms of use.

### **4. DISCLAIMERS OF WARRANTIES**

Except to the extent prohibited by applicable laws, SMARTAPPS make no representation and warranty, either express or implied, statutory or otherwise, including warranties or representations with respect to the accuracy, reliability, completeness, fitness for particular purpose, non-infringement of third parties rights and/or safety of the contents of the application, and any representations and warranties relating thereto are expressly disclaimed.

### **5. LIMITATION OF LIABILITY**

SMARTAPPS shall not be liable for direct damages, injury, loss, or claim nor any indirect,

special, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of the use of, or inability to use the application.

## **6. CHANGES IN TERMS OF USE**

This terms of use may be updated overtime and the latest version could be viewed at <https://www.smartappsford365.com> .

## **7. CONTACT INFORMATION**

If you have any questions regarding the terms of use, please use:  
support@smartappsford365.com

## **8. DISPUTE RESOLUTION AND GOVERNING LAW**

The privacy policy is governed by the laws of Sweden, except for the rules governing the choice of law. Disputes arising shall be settled by a Swedish general court.