

documents;

d) translate or modify to the User's manual,

e) remove or cover trademarks and the information concerning intellectual property rights consisted in the Software, its copies and the accompanying documents,

f) reverse engineer / (make attempt to discover the Software source codes),

g) send e-mails lawlessly (spam) containing a link to the Software (button or monitoring tag) a link to WIPERAPP® page or the link to the page containing the Software description or transferring to WIPERAPP® page.

6. By purchasing the License for the Software use, the User commits to pay the license fee according to the fee list referred to in the order / being appendix of this agreement, in advance, by 10th day of each month, basing on the received invoice. The invoice copy is a proof of the License agreement and must be kept by the User.

7. The User warrants and is liable for the accuracy of any data, information, records, submissions, documents provided by himself or by any persons authorized by him, to WIPERAPP®. The User warrants that any data, information, submissions, and records provided to WIPERAPP® are to his knowledge accurate and contain no known or suspected material inaccuracy, distortion, or manipulation. The User warrants, and is responsible for obtaining and maintaining, the legal right to provide WIPERAPP® with such data, records, information, submissions, documents, including data, records, information, submissions, documents that are subject to an interest of a third party. The User declares that he is authorized to provide WIPERAPP® with such data, records, information, submissions, documents and it is not in contradiction to his other obligations. The user is liable for accurate update in such data, records, information, submissions, documents. WIPERAPP® will not reveal neither share any information enabling User's identification. WIPERAPP® may (but is not obliged to) audit any data, records, information, submissions, documents, and may use and publish such data, records, information, submissions, documents only in form of collective/ anonymous data, providing it does not contain or reveal any data or identity of the User.

8. The User has a full and unlimited liability for the security of data exposed to the Software or processed with the use of Software, to include the data enabling logging into Software use, the Software users logins and/ or passwords.

4.WIPERAPP® WARRANTIES.

1. WIPERAPP® WARRANTS FOR A PERIOD OF NINETY (90) DAYS FROM DELIVERY, THAT EACH UNMODIFIED COPY OF THE SOFTWARE WILL PERFORM IN ALL MATERIAL RESPECTS, IN ACCORDANCE WITH THE ACCOMPANIED DOCUMENTATION. THE WARRANTY ABOVE IS UNIQUE AND IT REPLACES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO OTHER ADVICE OR INFORMATION, WRITTEN OR SPOKEN, OBTAINED BY THE USER FROM WIPERAPP®, WILL NOT FORM ANY WARRANTIES BUT THE ONE EXPRESSED HERE IN PRAGRAPH 1. ANY SOFTWARE UPDATES PROVIDED BY WIPERAPP® ARE COVERED BY THIS WARRANTY FOR THE PERIOD REMAINING TO THE WARRANTY EXPIRY OR FOR 30 DAYS FROM THE DATE OF DELIVERY, DEPENDING WHICH PERIOD IS LONGER.

2. As for Warranty mentioned in par. 1 WIPERAPP® is liable to remove faults within 14 days from the fault being reported.

3. WIPERAPP® DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE DEPENDABLE, UNINTERRUPTED AND FAILURE FREE. THE SOFTWARE IS PROVIDED 'AS IS' (AS IS, AS AVAILABLE) WITH ANY WARRANTIES OTHER THEN ABOVE MENTIONED IN PARAGRAPH 1, AS WELL EXPRESSED AS IMPLIED, INCLUDING THE ONES REGARDING AVAILABILTY, ACCURACY, USEFULLNESS, COMPATIBILITY OR CONTENTS OF THE SOFTWARE OR SERVICE, OR USEFULLNESS IN COMERCIAL PROCESSES OR FITNESS FOR PARTICULAR PURPOSES. The Software and WIPERAPP® authors put every effort for the Software to be failure free, according to the assumptions taken, however, the current technology does not allow guaranteeing the absolute inerrancy of the Software, neither that it will meet requirements and goals of the User, nor that it will comply with other software arbitrary chosen by the User; The User holds full responsibility for the choice of the Software, these choice should be preceded by evaluation of all the User's needs, User's expectations towards the Software, its fitness for goals specified by the User. User holds full responsibility for the results of choice and the outcome of using the Software, as well as for the results achieved while running the Software.

4. THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER UNLESS OTHERWISE SPECIFIED IN THE RESPECTIVE THIRD PARTY SOFTWARE LICENSE TERMS AND CONDITIONS. WIPERAPP® ABSOLUTELY DOES NOT GIVE ANY WARRANTY AND DOES NOT HOLD ANY RESPONSIBILITY FOR THIRD PARTYY SOFTWARE MALFUNCTION.

5. MODIFICATIONS. TECHNICAL SUPPORT AND TRAINING.

1. The User acknowledges, that Software documentation will be provided in English, unless otherwise stated in local legislation.

2. WIPERAPP® policy for providing support in relation to the Software shall be available at www.wiperapp.eu or at other www address, which the User will be provided with. As part of the Software, WIPERAPP® will provide the Customer with its standard customer support services during the normal business hours, in accordance with WIPERAPP® Support Services Policy in effect at the time of the services, at no additional cost to the Customer.

3. WIPERAPP® may amend the Support Services Policy in their sole and absolute discretion from time to time. The User may purchase enhanced support services separately at WIPERAPP®'s then current rates and applicable terms.

4. WIPERAPP® shall have the right to update, to provide new functionality or otherwise change the design of any Software or to discontinue the manufacture or sale of any Software in its absolute discretion without any liability to the User.

5. If updates or new versions of the Software were designed and released, the User may download them on WIPERAPP® site. These terms and Conditions cover also the new or updated version of the Software, downloaded by the User.

6. THE USER INDEMNIFICATIONS OF WIPERAPP®.

1. PLEASE NOTE THAT THE USE OF SOFTWARE AND THE RELATED SERVICES WILL RESULT IN THE ERASURE OF ALL (OR SPECIFIED) DATA AND FILES IN YOUR HARD DRIVE, COMPUTER SYSTEM STORAGE OR MOBILE DEVICE AND THAT THE USER HOLDS SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING UP HIS DATA OR THIRD PARTY DATA UNDER CONTROL IN YOUR HARD DRIVE SYSTEM, STORAGE OR MOBILE DEVICE.

2. WIPERAPP® SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA. The User hereby agrees to indemnify and save harmless WIPERAPP® and its authorized resellers ('the Indemnified Parties') from any claims and losses in any claims incurred (arising out of use of the Software by the User or by data loss) reported in any form (emerging from speeches, submissions, notices, summons) against any Indemnified Parties particularly in case, if they arise: a) as a result of User's actions, misuse of the Software, non-compliance with the Terms herein, or failure to operate the Software in accordance with Documentations, b) in connection with or arising out the use of the Software in violation of any applicable laws.

3. The User acknowledges that the Software may be subject to restrictions applicable to use, import and export, including restrictions applicable to end-user, arising from local or international restrictions. The User agrees to comply with all applicable national and international laws that apply to the use and transport of the Software in any such jurisdiction.

4. WIPERAPP® SHALL NOT HAVE ANY LIABILITY FOR THE USE OR INABILITY TO USE THE SOFTWARE REGARDLESS OF HOW THE LOSSES ARISED AND WHAT THEY REFER TO. WIPERAPP® ALSO DOES NOT WARRANT THAT THE SOFTWARE WILL MEET USERS' EXPECTATIONS. PARTICULARLY IN ANY EVENT WIPERAPP SHALL NOT HAVE ANY LIABILITY FOR ANY LOSS, INCLUDING ANY LOSS OF DATA, LOSS OF BUSSINESS OPERATING RELATED REVENUE OR LOSS OF COMMERCIAL INFORMATION, AS A RESULT OF USE OR INABILITY TO USE THE SOFTWARE BUSINESS INTERRUPTION, LOSS RESULTING FROM SUBSTITUTE PURCHASE OF GOODS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND INDIRECT LOSSES, ARISING FROM USE OR INABILITY TO USE THE SOFTWARE, EVEN IF WIPERAPP® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INDEPENDENTLY OF THE CAUSE OF THESE DAMAGES OCCURING WHETHER IN A RESULT OF A FAULT CAUSING LACK OF OPERATION, FAULTY OPERATION, DELAYED OPERATION OR TRANSMISSION, DISRUPTION, REMOVAL, OR AS A RESULT OF NEGLIGENCE, COMPUTER VIRUS, NO INTERNET CONNECTION, OPERATION, DAMAGE OR UNAUTHORIZED ACCESS, CHANGE OR USING THE RECORD; THE ABOVE LIST OF THE LOSSES WIPERAPP® IS NOT RESPONSIBLE FOR, AND THE CAUSES OF THEM ARISING, IS EXEMPLARY AND NON COMPREHENSIVE.

5. IN ANY EVENT, THE AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY BASED OF WIPERAPP®, ITS AFFILIATES AND ITS AUTHORIZED DISTRIBUTORS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE WHICH GAVE CAUSE TO THE CLAIM. THESE LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW, THEN WIPERAPP® LIABILITY IS LIMITED IN THE HIGHEST PERMISSIBLE EXTENT.

6. WIPERAPP® Force Majeure

WIPERAPP® shall have no liability to or any third parties, under this Agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, which also include strikes, lock-outs or other industrial disputes (whether involving the workforce of WIPERAPP® or the other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of a device or plant or machinery, fire, flood, storm or default of suppliers or subcontractors. WIPERAPP® shall notify the User of such an event and its expected duration.

7. WIPERAPP® INDEMNIFICATION TOWARDS THE USER.

1. WIPERAPP® warrants that any part of the Software shall not, when used by the User in accordance with this Agreement, infringe any intellectual property rights of a third party in the country of delivery.

2. WIPERAPP® may, at its option, either defend or settle any claim made against the User by a third party alleging that the Software, infringes a right of a third party, or WIPERAPP® may pay the costs and damages finally awarded against the User by a competent court or an out-of-court settlement; but only upon all these conditions that

- a) the User will notify WIPERAPP® within thirty (30) days of receipt of any third party claim;
- b) WIPERAPP® will be granted the exclusive right to arrange any defense or settlement; and
- c) You will not make any statement contradictory to the interests of WIPERAPP® in connection with such claim and during the claim is being processed.

3. The above mentioned indemnifications and warranties do not apply to Third Party Software.

8. TERMINATION.

1. Without prejudice to the User's payment obligations, the User may terminate his license at any time by uninstalling the Software.

2. WIPERAPP® may terminate the User's license immediately in the event that the User materially breaches the terms of this Agreement.

3. In particular, WIPERAPP® shall preserve the right to terminate agreement at their discretion in the case the User's actions infringe the allowed use of the Software in particular, but not only by the User permitting the Software to be used for:

- a) promoting obscene, pornographic or clearly sexual acts;
- b) promoting acts and content containing violence, threats, harm, molesting, race, sex, religion, disability, sexual orientation or age discrimination, indecency;
- c) promoting or taking criminal or illegal actions;
- d) infringing intellectual or business property of third persons;

4. Should the agreement cease or terminate, regardless of cause, the User ceases to be entitled to use the Software, without any entitlement to damages and he must uninstall the Software and remove and destroy all the copies of Software and documentation.

5. Regardless of the above mentioned provisions, the User infringing the Agreement and applicable law is subject to civil and criminal liability provided by provisions of the law, applicable to the infringement.

6. The User hereby agrees to indemnify and save WIPERAPP® harmless against any losses, damages, costs and/ or expenses (including fees and juridical representation costs) arising from User's breach of the law or provisions of this Agreement or using the Software.

7. This agreement, regardless of the above, may be terminated by any of the parties effective at the end of the month.

8. A waiver of any right under this agreement is only effective if it is in writing and such waiver should apply only to the party to whom it is addressed and for the situations and claims mentioned in the waiver.

9. CONFIDENTIALITY.

1. "Confidential Information" means all information (whether written, oral or in electronic form) concerning the business and affairs of either party that the other party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement.

2. A party receiving Confidential Information (the "Recipient") shall keep in strict confidence all such Confidential Information of the other party (the "Discloser"). Both Parties agree in relation to the Confidential Information belonging to the other Party that during this Agreement and for five (5) years afterwards they shall:

- a) keep such information confidential and shall not disclose it to any third party,
- b) use such information only in so far as is necessary to perform this Agreement.

3. The Recipient shall be responsible for any unauthorized disclosure or use of the Discloser's Confidential Information made by any of its employees, officers, agents, representatives or sub-contractors and shall take all reasonable precautions to prevent such unauthorized disclosure or use.

4. The above restriction as to disclosure and use shall not apply to Confidential Information which:

- a) the Recipient can demonstrate by documentary evidence has been in its possession prior to disclosure by the other party and not subject to any other obligations as to confidentiality;
- b) the Information is required to be disclosed by law, regulation or pursuant to an order of a competent authority,
- c) or at the time of receipt by the receiving party, is in the public domain.

10. NOTICES.

1. Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL). You may **not** provide notice to WIPERAPP® of a WIPERAPP® breach or provide notice of termination of this Agreement by electronic mail.

2. Notices from WIPERAPP® to the User will be effective:

- a) in the case of notices by email, one (1) day after sending to the email address provided to WIPERAPP®,
- b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to WIPERAPP®.

3. The User hereby consents to service of process being effected on him by registered mail sent to the address stated.

4. Notices from You to WIPERAPP® will be effective:

- a) in the case of notices by email, one (1) day after sending to (and receipt by WIPERAPP® at) the email addresses stated in the Order Form, or
- b) in the case of notices by mail or delivery service, when received by WIPERAPP® at the address stated in the Order Form.

11. THE ENTIRE AGREEMENT.

1. Nothing in this Agreement is intending to create a partnership between the parties, or authorize either party to act as agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (which may include the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

2. This Agreement specifies the entire agreement between You and WIPERAPP® relating to the subject matter hereof and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered herein. Nothing contained in any purchase order submitted by a party other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement.

3. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall still remain in full force and effect as long as its economic and legal intentions are not adversely affecting any party in any manner.

4. Any rights or obligations under this Agreement may be delegated -as a part or as a whole- to any third parties.

12. FINAL PROVISIONS.

1. Both parties agree to the application of the Polish laws of the to govern, interpret, and enforce all of the User's and WIPERAPP®'s respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles, to the extent permissible in consumer's law.

2. All rights, duties, and obligations are subject to the courts of the Republic of Poland, to the extent permissible in consumer's law.

3. English is the language of this Agreement, in the extent permissible in consumer's law.

4. All correspondence to WIPERAPP® and any complains should be addressed to:

WIPERAPP® EP sp. z o.o. sp.k.
Ul. Kominiarska 42B
51-180 Wrocław
Polska