



Issued/Updated on: 1st of October 2021.

Effective Date: 1st of October 2021.

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND EGON SOLUTIONS LLC (hereinafter “Egon”) GOVERNING YOUR USE OF EGON SOFTWARE PLATFORMS.

Parts of this Agreement

This Agreement consists of the following general terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to the use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services.

Description of Service

We provide an array of services for online productivity and service tools (“Service” or “Services”). You may use the Services for your personal and business use or for internal business purposes in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account, and if you choose to do so, you can publish and share such content.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time through a service announcement or by sending an email to your primary email address. If we make significant changes to the Terms that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing Egon notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with the use of the



Services. In the event of such termination, you will be entitled to a prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

User Sign up Obligations

You need to sign up for a user account by providing all required information to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address.

You agree to: a) provide true, accurate, current, and complete information about yourself as prompted by the sign-up process; and b) maintain and promptly update the information provided during sign-up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Egon has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Egon may terminate your user account and refuse current or future use of any or all of the Services.

Organization Accounts and Administrators

When you sign up for an account for your organization, you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organization account.

You are responsible for

- I. ensuring confidentiality of your organization account password,
- II. appointing competent individuals as administrators for managing your organization account, and
- III. ensuring that all activities that occur in connection with your organization account comply with this Agreement.

You understand that EGON is not responsible for account administration and internal management of the Services for you.

You are responsible for taking the necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by following the specified service and support processes and tools. In the absence of any specified administrator account recovery process, Egon may provide control of an administrator account to an individual providing proof satisfactory to Egon demonstrating authorization to act on behalf of the organization. You agree not to hold



Egon liable for the consequences of any action taken by Egon in good faith in this regard.

Personal and Business Information

The personal and business information you provide to Egon through the Service is governed by Egon Security and Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the Egon Security and Privacy Policy. You are responsible for maintaining the confidentiality of your username, password, and other sensitive information. You are responsible for all activities that occur in your user account, and you agree to inform us immediately of any unauthorized use of your user account by email to support@egonsolutions.com. We are not responsible for any loss or damage to you or any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from Egon

The Service may include certain communications from Egon, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Fees and Payments

The Services are available under subscription plans of various durations. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription. At the time of renewal, the subscription fee will be charged to your account. We provide you the option of changing the details if you would like the payment for the renewal to be made through a different mechanism. If you do not wish to renew the subscription, you must inform us at least seven days before the renewal date. If you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorized Egon to charge the subscription fee to your account.

Failed payments may generate a suspension of the Service, and all content. If there is no resolution of payment within thirty days Egon may terminate and delete your user account, Service, and all content.

Any increase in charges will be in effect once the current billing cycle has been completed.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not:



- I. transfer the Services or otherwise make it available to any third party;
- II. store or publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity;
- III. use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Egon;
- IV. violate any applicable local, state, national or international law; and
- V. create a false identity to mislead any person as to the identity or origin of any communication.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe the intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Inactive User Accounts Policy

We reserve the right to terminate user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such a user account will be deleted. We will provide you with prior notice of such termination and the option to back up your data. The data deletion policy may be implemented for any or all of the Services. Each Service will be considered an independent and separate service to calculate the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In the case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Egon the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for Egon's commercial, marketing, or any similar purpose. But you grant Egon permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for providing the Services to you.



User-Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available.

Demo Environments

Egon may provide demo environments to showcase the possibility of using the Services effectively for specific purposes. The information contained in any such demo environment consists of random data. Egon makes no warranty, either express or implied, as to the accuracy, usefulness, completeness, or reliability of the information or the sample data.

Trademark

Egon, Egon logo, the names of individual Services, and their logos are trademarks of Egon Solutions LLC. You agree not to display or use, in any manner, the Egon trademarks, without Egon's prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS.

EGON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EGON MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION, AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE, OPERATION OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM EGON, ITS EMPLOYEES, OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.



Limitation of Liability

YOU AGREE THAT EGON SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF EGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL EGON'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless Egon, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines, and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Egon.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration following the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in the state of Florida, United States of America, and judgment on the arbitration award may be entered into any court located in the county of Miami-Dade, Florida. Notwithstanding anything to the contrary, Egon may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user accounts or temporarily disable access to the whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity, or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to support@egonsolutions.com within thirty days of being notified about the suspension. We may terminate and delete your user accounts, Service, and all content after thirty



days. We will also terminate and delete your user account, Service, and all content at your request.

In addition, we reserve the right to terminate your user accounts and deny the Services upon reasonable belief that you have violated the Terms. You have the right to terminate your user account and Service if Egon breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user accounts such as your email address and password, and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us at support@egonsolutions.com.