

Terms of use of the Services

Agreement

This is an Agreement between you or the entity that you represent (hereinafter “you” or “your”) and Smartomato (hereinafter referred to as "Smartomato", "we", "our", or "us") governing your use of online software products provided to you by Smartomato including content, updates and new releases, (collectively, “Smartomato Services”).

Your Rights to Use Smartomato Services

The Smartomato Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use Smartomato Services and only for the purposes described by Smartomato. Smartomato reserves all other rights in Smartomato Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Smartomato grants to you a personal, limited, nonexclusive, nontransferable right and license to use Smartomato Services.

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- Provide access to or give any part of Smartomato Services to any unauthorized third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell Smartomato Services.
- Make Smartomato Services available on any file-sharing or application hosting service.

Setting up Smartomato Services account directly with Smartomato

We will give you your sign-in details and passwords to enable you to use Smartomato Services (the “sign-in information”) once you have registered with us. You may take advantage of a free trial of Smartomato Services. We will confirm the duration of any applicable free trial period in a confirmatory email following registration. If you are a new customer to Smartomato Services, you can select to buy Smartomato Services immediately without a free trial by signing up and paying directly to Smartomato. Any break in payment resulting in a deactivation and subsequent reactivation of your Smartomato Services will result in your subscription being reactivated at our current list price. Once you have purchased Smartomato Services at Smartomato current list price, any additional subscriptions made any time later by you of Smartomato Services will be at our then-current price list for Services as specified on our website.

If you continue to use Smartomato Services following your trial period or if you have elected to purchase Smartomato Services without taking a free trial, you agree to pay the applicable subscription fee directly to us via the payment method specified during registration or via any other payment method which we may notify you about from time to time, until either you or we end this Agreement in one of the ways set out in Suspension and Termination part of this Agreement.

If at any time during your use of Smartomato Services, you want to include additional Smartomato Services add-on module within your subscription you must pay the applicable fees for each additional Smartomato Services’ add-on module and your subscription fee will be pro-rated from the

date access to Smartomato Services add-on module is made available to you until the commencement of your next period subscription payment. If you wish to reduce access to certain Smartomato Services add-on modules you may do so from the commencement of your next monthly subscription when your fees will be calculated to take account of your reduced access to the Smartomato Services components.

If at any time we charge you an incorrect price, we reserve the right to rectify our invoice and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse your next subscription payment for the amount by which you have been overcharged.

We may increase the subscription fee for Smartomato Services at any time by giving you not less than 30 days' written notice and such an increase will take effect from your next payment date after this notice period has ended.

By using the functionality within Smartomato Services, providing your accounting service provider is an Accountant Partner of Smartomato you can grant this Smartomato Accountant Partner an access to your Smartomato Services account. To make the use of the Smartomato Services more convenient, the Smartomato Accountant Partner will be granted with a free 1 user access to your Smartomato Service account. If you choose to do this, we cannot accept any liability for the actions of your Smartomato Accountant Partner including, without limitation, their access to your Smartomato Services account or the data contained within it. Except where your Smartomato accountant has set up your Smartomato Services account (in which event, clause Setting up Smartomato Services account through a Smartomato Accountant Partner shall apply), you can withdraw your Smartomato Accountant's access to your Smartomato Services account at any time. This will lead to the termination of the Smartomato Accountant Partner 1 user access to your Smartomato Services account.

Setting up Smartomato Services account through a Smartomato Accounting Partner

If your Smartomato Accountant Partner sets up your Smartomato Services account for you, it will automatically link your account to the Smartomato Accountant Partner's own Smartomato Services account. To make the use of the Smartomato Services more convenient, the Smartomato Accountant Partner will be granted with a free 1 user access to your Smartomato Service account. If you make a payment for your Smartomato Services to your Smartomato Accountant Partner and not to Smartomato (until such time that we, and/or your Smartomato Accountant Partner notify you to pay us directly) for your use of Smartomato Services, your Smartomato Accountant Partner will manage your Smartomato Services account. As you cannot withdraw your Smartomato Accountant Partner's access to your Smartomato Services account in these circumstances, you would need to request that your Smartomato Partner withdraws their access to your Smartomato Services account. This will lead to the termination of the Smartomato Accountant Partner 1 user access to your Smartomato Services account.

You are responsible for working with your Smartomato Accountant Partner to set and manage access rights and levels of access that your Smartomato Accountant Partner has over your Smartomato Services account as agreed between you and your Smartomato Accountant Partner. You acknowledge that we have no control over such access rights and therefore we accept no liability for any loss or damage or other liability that you suffer as a result of any act, omission or failure of your Smartomato Accountant Partner.

If you pay your Smartomato Services account or any other subscription charges to an entity separate from Smartomato (e.g. if you obtained access via Smartomato Accountant Partner), you agree to nonetheless remain to be bound by the terms of this Agreement.

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ADDITIONAL TERMS

Smartomato does not give professional advice. Unless specifically included with the Services, Smartomato is not in the business of providing food delivery, marketing, legal, financial, accounting, tax or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

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You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for Smartomato Services and to contact Smartomato if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

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SMARTOMATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL SMARTOMATO'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SMARTOMATO SERVICES, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SMARTOMATO SERVICES.

Indemnification

You agree to indemnify and hold harmless Smartomato, 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 Smartomato 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 Smartomato Services, except where such use is authorized by Smartomato.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Smartomato Services 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@smartomato.co within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny Smartomato Services upon reasonable belief that you have violated the Terms. You have the right to terminate your user account if Smartomato breaches its obligations under these Terms of Use 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 Smartomato Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.