Terms & Conditions

Entry in force 2023-05-01

Definitions and key terms

1. To help explain things as clearly as possible in this Eula, every time any of these terms are referenced, are strictly defined as:
2. **Company**: when this policy mentions “Company,” “we,” “us,” or “our,” it refers to SquareLine Kft., (2022 Tahitótfalu, Viola utca 1.) under this Terms & Conditions.
3. **Confidential information:** means (i) any information marked or accompanied by documents clearly and conspicuously designating the information as “confidential” or the equivalent, (ii) any information identified by the disclosing Party (“Discloser”) in writing as confidential before, during or promptly after disclosure, (iii) any information contained in or derived from the Software Source Code, (iv) License Keys, and (v) the terms of this Agreement. “Confidential Information” does not include any information that: (a) is already known or becomes known to the receiving Party (“Receiver”) without an obligation to maintain the information as confidential, (b) has become publicly available through no wrongful act of the Receiver or its Representatives, (c) is independently developed without use of any Discloser Confidential Information, or (d) is general technical knowledge, experience, know-how or information in a non-tangible form that has been retained in the unaided memories of Representatives to whom the Confidential Information was disclosed, provided such individuals are unaware the information forms part of Discloser’s Confidential Information ("Residual Information"). An individual’s memory will be not be considered unaided if they have recorded or intentionally memorized Confidential Information to retain and subsequently use or disclose it.
4. **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
5. **Country**: where the Company or the owners/founders of the Company are based, in this case is Hungary
6. **Device**: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit /Website Name/ and use the services.
7. **Host provider:**

   Google Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043 Phone: +1 650-253-0000
8. **Service**: refers to the service provided by https://squareline.io.

9. **Third-party service**: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
10. **Website**: SquareLine, which can be accessed via this URL: https://squareline.io
11. **You**: a person or entity who wish to use the Services.

General Terms

12. By accessing and placing an order at the Website, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and the Company.
13. Under no circumstances shall the Company be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if the Company or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.
14. The Company will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

Your Consent

15. We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our Website, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

License

16. The Company grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website strictly in accordance with the terms of this Agreement.
17. These Terms & Conditions are a contract between you and the Company (referred to in these Terms & Conditions as "us", "we" or "our"), the provider of the SquareLine website and the services accessible from the Website (which are collectively referred to in these Terms & Conditions as the "Service").
18. You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Website. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these

Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

Restrictions

19. You agree not to, and you will not permit others to:
    a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Website or make the platform available to any third party.
    b) Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Website.
    c) Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company, or its affiliates, partners, suppliers or the licensors of the Website.
20. You are obliged to
    a) communicate with the Company in the manner and style normally expected,
    b) to refrain from any offensive, abusive, racist, harassing, humiliating, accusatory, offensive to dignity, or insulting statements on the Company's Facebook page or other social media platform,
    c) respect the Company's intellectual property rights in accordance with the relevant section,
    d) refrain from connecting to the Website by automated means (e.g. harvester bots, robots, spiders, scrapers),
    e) refrain from hacking the Website, uploading malicious code or viruses,
    f) refrain from any conduct that could cripple, overburden or impair the proper working or appearance of the Website,
    g) refrain from assisting others to breach this Agreement,
    h) pay the purchase price as set out in the order after the order has been finalized,

Links to Other Websites

21. This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or controlled by the Company. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. When you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

22. The Website uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our Website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the Website as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our Website correctly or at all. We never place Personally Identifiable Information in Cookies.

Changes To Our Terms & Conditions

23. You acknowledge and agree that the Company may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at the Company's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform us when you stop using the Service. You acknowledge and agree that if the Company disables access to your account, you may be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.
24. If we decide to change our Terms & Conditions, we will post those changes on the Website, and/or update the Terms & Conditions modification date below.

Modifications to Our website

25. The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.

Updates to Our website

26. The Company may from time to time provide enhancements or improvements to the features/ functionality of the Website, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").
27. Updates may modify or delete certain features and/or functionalities of the website. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Website to you.
28. You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

29. We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").
30. You acknowledge and agree that the Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.
31. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

32. This Agreement shall remain in effect until terminated by you or the Company.
33. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
34. This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by ceasing the use of the Website.
35. Upon termination of this Agreement, you shall cease all use of the Website and delete all copies of the website from your computer.
36. Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Intellectual Property

37. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Hungary and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of the Company, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

Confidentiality

38. The Company shall treat any information relating to You as confidential and shall not share it with third parties, except in the cases provided for in these Terms & Conditions.

39. By sharing information with the Company in any way on the Website, You give your consent to us to store, process and share such information in accordance with these Terms & Conditions. If this information constitutes personal data, the detailed rules for its processing and use are set out in the Privacy Policy.

40. You shall respect the trade secrets of the Company and shall refrain from unlawfully obtaining or disclosing them to others. Unauthorized acquisition of a trade secret shall mean the acquisition of a trade secret by the person acquiring it through unauthorized access to or unauthorized taking of any document, thing, material or electronic data file under the legitimate control of the rightful owner, or through the unauthorized making of a copy thereof, or any of these documents, things or materials containing a trade secret or capable of being known to the rightful owner. Furthermore, any other acquisition of a trade secret without the consent of the right-holder, contrary to the requirements of good faith and fair dealing, shall constitute an unauthorized acquisition of a trade secret.

Copyright Infringement Notice

41. If you are a copyright owner or such owner's agent and believe any material on our Website constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

No Warranties

42. The Website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free

or that any errors or defects can or will be corrected. No oral advice or written information given by the Company or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty.

43. Without limiting the foregoing, neither the Company nor any Company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Website, or the information, content, and materials or products included thereon; (ii) that the Website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Website; or (iv) that the Website, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
44. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Promotions

45. The Company may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.
46. Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

Disclaimer

47. The Company is not responsible for any content, code or any other imprecision. The Company does not provide warranties or guarantees.
48. In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.
49. Price and availability information is subject to change without notice.

Limitation of Liability

50. Notwithstanding any damages that you might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Website.

51. To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the website, third-party software and/or third-party hardware used with the website, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

52. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification

53. You agree to indemnify and hold the Company and its owners, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Website; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

Severability

54. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

55. This Agreement, together with the Privacy Policy and any other legal notices published by the Company on the Services, shall constitute the entire agreement between you and the Company concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

56. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

57. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement

58. The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is essential we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes an essential change will be determined at our sole discretion.

59. By continuing to access or use our Website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Website.

Entire Agreement

60. The Agreement constitutes the entire agreement between you and the Company regarding your use of the Website and supersedes all prior and contemporaneous written or oral agreements between you and the Company.

61. You may be subject to additional terms and conditions that apply when you use or purchase other Company's services, which the Company will provide to you at the time of such use or purchase.

Updates to Our Terms

62. We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Governing Law and Jurisdiction

63. The laws of Hungary, excluding its conflicts of law rules, shall govern this Agreement and your use of the Website. Your use of the Website may also be subject to other local, state, national, or international laws.

Dispute resolution

64. The term "dispute" means any dispute, action, or other controversy between you and the Company concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

65. In the event of a dispute, you or the Company must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: support@squareline.io. The Company will send any Notice of Dispute to your email address or mailing address. You and the Company will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or the Company may commence litigation.

66. In the event of a dispute, the Customers may apply to the competent Conciliation Body for his/her place of residence and initiate the proceedings of the Body in Hungary, or may apply to the Conciliation Body competent for the place of establishment of the Company. The competent Conciliation Body according to the place of establishment of the Company is the Conciliation Body of Budapest, operated by the Budapest Chamber of Commerce and Industry, 1253 Budapest, Pf. 10., email: bekelteto.testulet@bkik.hu, website: https://bekeltet.bkik.hu/en. If the Customer wishes to conduct and settle the consumer dispute online, he can do so through the online dispute resolution platform at http://ec.europa.eu/odr. The Customer may address his/her consumer complaint to the competent district office in his/her residence in Hungary.

67. In the event of any litigation between the Parties, the Parties agree that the sole and exclusive venue and jurisdiction for any such action shall be in the courts of competent jurisdiction located in Hungary. The Parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the Parties for any dispute arising out of this Agreement. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Submissions and Privacy

68. In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such

submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of the Company without any compensation or credit to you whatsoever. The Company and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Force Majeure

69. The Parties shall consider as force majeure in particular, but not exclusively, war, acts of God, natural disasters, epidemics, technical circumstances preventing the place of performance from being reached for more than 72 hours, measures introduced by an extraordinary legal order, as well as any insurmountable obstacle which temporarily or permanently makes it impossible to perform an obligation under these Terms & Conditions, provided that it occurred after the conclusion of the contract and could not reasonably have been foreseen. Adverse changes in the economic circumstances of the parties shall not be considered force majeure.
70. Either Party claiming force majeure shall notify the other Party of the force majeure as soon as possible. The notification shall include the characteristics of the event and its effect on the performance of the contract between the parties and, to the extent known, the expected duration of the failure to perform.
71. Either party may withdraw from the contract in the event of a delay caused by force majeure exceeding 30 days by a declaration addressed to the other party.
72. The time limit for the party affected by force majeure to exercise its rights and perform its obligations shall be extended by the time necessary for that party to remedy the effects of the force majeure.

Typographical Errors

73. In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Your Suggestions and Complaints

74. Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to the Company with respect to the Website shall remain the sole and exclusive property of the Company.

75. The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

76. If You would like to file a complaint, please send it to the following address: support@squareline.io. We don't accept complaints via phone. The Company is obliged to investigate and respond to the written complaint within thirty (30) days of receipt and to ensure that the response reaches You. If the Company rejects the complaint, it shall state the reasons for its position in its substantive reply to the rejection. The record of the complaint must be kept for 5 years.

Miscellaneous

77. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of the Company. The Company will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. The Company operates and controls the Service from its offices in Hungary. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and the Company concerning its subject matter, and cannot be changed or modified by you.

78. The headings used in connection with the clauses of the Agreement are inserted only for the purpose of reference. Such headings shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof, nor shall such headings otherwise be given any legal effect.