

## Terms & Conditions

### ELEKTRADO TERMS OF USE

This Agreement explains our obligations as a Service provider and your obligations as a Customer.

The Terms are binding on any use of the Service and apply to the Customer from the time that Elektrado provides access to the Service. By using the Elektrado Service, you acknowledge you have read and understood these Terms and have the authority to act on behalf of the Company for whom you are using the Service.

### DEFINITIONS

**“Agreement”** means these Terms of Use.

**“Confidential Information”** includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

**“Customer”** means the Company who registers to use the Service, as specified in the Subscription Agreement.

**“Business Hours”** means 9am to 5pm each business day.

**“Downtime”** means any period which the Service is not available;

**“Data”** means any data inputted by the Customer into the Elektrado.

**“Intellectual Property Right”** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**“Invited User”** means any person or entity, other than the Customer, that uses the Service with the authorisation of the Customer from time to time.

**“Membership Fee”** means the fee payable by the Customer as detailed in the Subscription Agreement

**“Payment Method”** means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party.

**“Non-Core Hours”** means all hours that are outside of 09.00-17.00 CET+1.

**“Quotation”** means the sales quotation signed off by you, which details the modules you have selected and the annual cost of those modules.

**“Service”** means the online product Elektrado made available (as may be changed or updated from time to time by Elektrado).

**“Elektrado”** means Elektrado Limited, company number 12147867.

**“Website”** means the Internet site at the domain <https://elektrado.com>.

## USE OF SOFTWARE

Elektrado grants the Customer the right to access and use the Service with the particular user roles available according to subscription type, as listed on your Subscription Agreement. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

## YOUR OBLIGATIONS

To begin a membership, you must provide a Payment Method. Elektrado will review A Membership fee amount from time to time. Membership fee amount might be adjusted from time to time, we will inform you of changes if any 30 days prior to implementation.

Elektrado will use a third party payment provider Stripe Payments Europe Ltd. (authorised and regulated by FCA, reference number 900461) for our payment handling.

All information related to your payments is securely stored with Stripe according to its Privacy policy <https://stripe.com/gb/privacy>. We do not have access to your billing information.

Your subscription will continue and automatically renew until terminated. You must cancel your membership before it renews to avoid account charges for the next billing cycle.

Account charges are fully earned upon payment and there are no refunds or credits for partially used months or years, as applicable. If your card reaches its expiration date, your continued use of Elektrado means you remain liable for any future failed payments. It is your responsibility to keep your contact information and payment information current and updated

## ACCESS CONDITIONS

You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Elektrado of any unauthorised use of Customer passwords or any other breach of security.

As a condition of these Terms, when accessing and using the Services, the Customer must:

- not attempt to undermine the security or integrity of Elektrado's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
- not transmit, or input into the Website, any files that may damage any other computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which the Customer does not have the right to use); and;

- not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

## CONFIDENTIALITY

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
- Each party's obligations under this clause will survive termination of these Terms.

The provisions of above shall not apply to any information which:

- is or becomes public knowledge other than by a breach of this clause;
- is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- is independently developed without access to the Confidential Information

## INTELLECTUAL PROPERTY

General:

Title to, and all Intellectual Property Rights in the Service, the Website, Software and any documentation relating to the Service remains the property of Elektrado (or its licensors).

Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain the Customer's property. You grant Elektrado a licence to use, copy, transmit, store, and back-up the Customer's information and Data for the purposes of enabling the Customer to access and use the Services and for any other purpose related to provision of services to the Customer.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, Elektrado excludes all liability and responsibility to the Customer (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service.

If the Customer suffers loss or damage as a result of Elektrado's negligence or failure to comply with these Terms, any claim by the Customer against Elektrado arising from Elektrado's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the License Fees paid by the Customer in the previous 3 months.

If the Customer is not satisfied with the Service, the sole and exclusive remedy is to terminate these Terms in accordance with Subscription Agreement.

## TERMINATION

The Customer may terminate this Agreement in accordance with the terms specified in the Termination Agreement.

### TERMINATION DUE TO BREACH

General:

- breaches any of these Terms (including, without limitation, by non-payment of any License Fees) and does not remedy the breach within 30 days after receiving notice of the breach if the breach is capable of being remedied; or
- becomes insolvent or goes into liquidation or has a receiver or manager appointed of any of its assets, or becomes subject to any similar insolvency event in any jurisdiction,

Elektrado may take any or all of the following actions, at its sole discretion:

- Terminate this Agreement and the Customer's use of the Services;
- Suspend for any definite or indefinite period of time, the Customer's use of the Services;

### SUPPORT AND TECHNICAL ASSISTANCE

Service availability:

Whilst Elektrado intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason Elektrado has to interrupt the Services for longer periods than Elektrado would normally expect, Elektrado will use reasonable endeavours to publish in advance details of such activity on the Website and inform the Customer.

Technical Problems:

To log a support query the Customer can contact the Elektrado support desk on [info@elektrado.com](mailto:info@elektrado.com) during Business Hours by Email or alternatively if the matter is a Top Priority you can call your Account Manager directly.

If a support request is placed outside of Business Hours via email, the support request timing will commence at the start of the next Business day, provided that Elektrado has received the support request.

In order to carry out the support on the Software, the Customer shall provide as a minimum a screenshot (where applicable) and details of the incident, explaining the issue.

## GENERAL

Entire Agreement:

The Terms and Quotation, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between the Customer and Elektrado relating to the Services.

Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

**Delays:**

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control.

**No Assignment:**

You may not assign or transfer any rights to any other person without Elektrado's prior written consent.

**Governing law and jurisdiction:**

This Agreement and any Dispute or non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with the law of England and Wales.

Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any Dispute arising out of or in connection with this Agreement.

**Severability:**

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

**Notice:**

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Elektrado must be sent to [info@elektrado.com](mailto:info@elektrado.com) or to any other email address notified by email to the Customer by Elektrado. Notices to the Customer will be sent to the email address which the Customer provided when setting up access to the Service.