

# End User License Agreement

Tower Apps' Apps are developed by Tower Apps Ltd., a UK company with limited liability (registered in England and Wales with company number 15053987), with head office at 128 City Road, EC1V 2NX London, United Kingdom.

Tower Apps or Licensee grants the End User the right to use Apps on the following conditions.

## 1. Definitions

- 1.1. Authorized User:** the natural person (or persons) appointed by the Licensee who has obtained accreditation to admit End Users to the Apps and to issue Means of Authentication.
- 1.2. Licensee:** the party that has a License Agreement with Tower Apps.
- 1.3. End User:** the natural person who uses the Apps.
- 1.4. End User License Agreement:** this is an agreement that every End User has to accept pertaining to the conditions for use of the Apps.
- 1.5. IP Rights:** all rights of intellectual property, such as but not limited to copyrights, database rights, trademark rights, know-how, and patent rights.
- 1.6. License:** the right to use the Apps.
- 1.7. License Agreement:** the License Agreement concluded between Tower Apps and the Licensee for the use of the Apps.
- 1.8. Means of Authentication:** data and/or means (or the combination of these) used by the Licensee and End User to verify his or her identity on the Apps, such as, for example, the combination of user name and password.
- 1.9. New Versions:** any enhancements, upgrades, updates, bug fixes, patches, New Versions, and other modifications and amendments to Apps.
- 1.10. Apps:** the actual software app or Apps developed by Tower Apps that the Licensee orders from Tower Apps, including New Versions and user documentation, which Tower Apps makes available to the Licensee and its End Users that have accepted the End User License Agreement.

## 2. Use of the Apps

- 2.1.** The Licensee hereby grants the End User a non-exclusive, non-sublicensable, and non-transferrable License on condition that he or she fully complies with this End User License Agreement for the duration of the License Agreement between the Licensee and Tower Apps.
- 2.2.** The End User decides which data is stored and/or exchanged using the Apps. The End User is therefore responsible for ensuring that such data is lawful and does not infringe on the rights of third parties. The Licensee and Tower Apps do not accept any liability for data stored and/or exchanged using the Apps.
- 2.3.** The Apps are commercial computer software, developed fully at private expense, and provided "as is". The Apps may only be used by the End User in accordance with this End-User License Agreement. All other use is prohibited.

- 2.4.** If the Licensee or Tower Apps are aware or realize that the data or information that the End User has stored and/or exchanged using the Apps is unlawful, the Licensee and/or Tower Apps will take prompt action to delete that data or information or make access to it impossible. In no event will the Licensee or Tower Apps be liable for any damage resulting from such action.
- 2.5.** The End User may only use the Apps for legitimate purposes and will not abuse them in any way or use them to store or distribute unlawful data, nor will he or she act unlawfully or carelessly in any other way.
- 2.6.** The End User is not allowed to make changes to the Apps or parts thereof. The End User is also not permitted to reverse engineer or decompile the Apps or parts thereof.
- 2.7.** The Authorized User is responsible for granting End Users access to the Apps (for example, when issuing a Means of Authentication).

### **3. Code of conduct**

- 3.1.** The End User is responsible for his or her use of the Apps. The End User is responsible for determining the existence and application of any law or regulation to any proposed use of the Apps. The End User warrants that it will only use the Apps in accordance with any applicable law or regulation and will not use the Apps (or any direct product thereof) in violation of any applicable laws or regulations, including but not limited to any export laws or anti-terrorism laws.
- 3.2.** The End User will refrain from any use of the Apps in violation of this End User License Agreement.
- 3.3.** The End User guarantees that he will act as a careful End User. If at any time Tower Apps or the Licensee makes it possible for its End Users to use the Apps for communication with Tower Apps, the Licensee, or other End Users, the communication of the End User:
  - is not based on falsehoods and/or misleading
  - will not be libelous, slanderous, insulting, racist, discriminating, or hateful;
  - will not contain erotic or pornographic material;
  - will not contain hyperlinks, torrents, or comparable information for which the End User knows or ought to know that it refers to material that infringes on the rights of third parties;
  - will not consist of distributing the personal data of third parties without permission or necessity or sending unwanted commercial, charitable, or ideal communication;
  - will not contain viruses, trojans, worms, bots, or other software that can damage, render unusable or inaccessible, erase or take advantage of, or that are intended to circumvent the technical protection measures of the Apps;
  - will not impose an unreasonable or disproportionate burden on the infrastructure of the service or obstruct the functionality of the Apps;
  - does not infringe the rights of Tower Apps, the Licensee, or third parties, including but not limited to IP Rights and rights relating to the protection of privacy;
  - is not otherwise unlawful in any way or can damage the interests and good name of Tower Apps or the Licensee.

### **4. Use of Means of Authentication**

- 4.1.** The End User is responsible for the Means of Authentication issued to or created by him or her. The End User will treat these personal Means of Authentication with care and keep them secret. The End User will take effective measures to prevent misuse of Means of Authentication.
- 4.2.** Neither the Licensee nor Tower Apps bear liability for the misuse of Means of Authentication, and they may assume that an End User who logs in using these Means of Authentication is authorized by the Licensee to use the Apps.

- 4.3.** As soon as an End User knows or has reason to suspect that Means of Authentication have fallen into the hands of unauthorized persons, the End User will inform the Authorized User or the Licensee of this, notwithstanding the End User's own obligation to immediately take effective measures by, for example, setting different usernames and passwords or suspending the account concerned. Where appropriate, the Authorized User will take suitable action, independently or together with the Licensee or Tower Apps.

## **5. Storage and processing of personal data**

The use of the Apps may entail the processing of personal data, such as the storage and/or processing of such data on Tower Apps's servers. The Licensee is the controller in this regard, meaning that the Licensee is responsible for ensuring that personal data is processed in accordance with the applicable privacy legislation. Tower Apps is the processor in this regard. In this capacity, Tower Apps will adhere to the arrangements set out in the data processing agreement concluded with the Licensee, which is attached as an annex to the License Agreement. Tower Apps will only carry out other processing on the Licensee's instructions or if it has a statutory obligation to do so.

## **6. Duration and termination**

- 6.1.** The License Agreement and this End User License Agreement apply for the same duration, except when the End User License Agreement is terminated on the basis of Article 6.2.
- 6.2.** If the End User does not comply with the conditions imposed by the Licensee (for example, these End User License Agreements or additional conditions imposed by the Authorized User or Licensee), then the use of the Apps by the End User may be temporarily suspended or terminated by the Licensee or by Tower Apps. In no event will the Licensee or Tower Apps be obliged to pay any refund, compensation, or damages to the End User in such a situation.
- 6.3.** Upon termination of the License Agreement, on any grounds and for any reason whatsoever, all rights granted to the End User under this End User License Agreement will automatically cease to have effect, and the End User will no longer be authorized to use the Apps.

## **7. Miscellaneous**

This End User License Agreement is governed exclusively by the laws of the United Kingdom. The Vienna Sales Convention of 1980 does not apply. Any dispute between the parties arising from this End User License Agreement or in connection with further agreements that might result therefrom shall be resolved by the competent court in London, United Kingdom.