

## **Terms and Conditions**

It is hereby clearly stated that this is an agreement between you and SynolonSoft, (the Company, Website and Service are collectively referenced as “we” or “us”). By using this Website and Service you acknowledge that you have carefully read, understood and agree to be bound by these Terms of Service. These Terms of Service define the terms by which you may use the **SynolonSoft** website (including its various subdomains) (“Website”) and related service (the “Service”) along with any applicable laws hereunder. If you do not agree to these Terms of Service you should not use this Website and/or Service.

We may decide to modify our Terms of Service. This can occur at any time without prior notice or according to our discretion, and any amendments effectuated will apply immediately. It is therefore understood that your continued use of this Website and Service after whatever amendments have been included in this agreement shall signify your acceptance of the amendments. It is advisable that from time to time you visit this page for any possible changes. The Privacy Policy posted on our Website also forms part of these Terms of Service. We may also decide to modify Privacy Policy at any time regarding new policies for the use of this Website and Service.

This Agreement is applicable to visitors, registered users, and subscribers who have access to our Website or Service.

### **Section 1: Our Service**

Our Service RSRS is a desktop based platform with web based elements specially designed and developed to manage any work flow in a technical department. It keeps track of all interactions with customers. It helps to create, manage and track customer based service tickets while providing the customers with accountability and responsiveness they deserve.

When you subscribe to our Service you are able to create and manage your repair shop, customers, users, and tickets. You can schedule repair workflows and assign to required staff.

The Service also generates various reports that highlight the shop’s repairing activity over time. The types of reports generated relates to Tickets, Sales, Parts and Labor.

### **Section 2: Registration**

In order to use our service you need to **register and become a subscriber**. When you register, you will be required to enter an email and a password of your choice. If you register during a product checkout, you will be asked to provide a first and last name, company, phone, address, email, and account password. Under no circumstances will we ever ask you to send your password or any other sensitive information to us via an email. You should never disclose your password to any third party for any reason. It is your sole responsibility to keep your password confidential as well as the activity that occurs on your account. Please change your password immediately if you suspect any sort of unauthorized use of your account or access to your password, and make sure that you contact us. You hereby agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. Your failure to comply with Section 2 renders you solely liable for any loss or damage arising from the use of our Service.

It should be clear that all information provided by you in your registration must be correct and complete. If we have any reason to believe that this is not the case we may suspend or cancel your registration without notice. We may also suspend or cancel your registration with us at any time without prior warning if you fail to comply with these Terms of Service. It should be understood that we may proceed with further action using remedies to which we may be entitled. In addition, if we determine that you have committed fraud or engaged in any other illegal activity; we may report you to the appropriate law enforcement authorities.

In order to be eligible to register and use our Website and Service you must be at least eighteen (18) years of age. By registering and using our Website and Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service and can abide by all of the terms and conditions set forth therein.

### **Section 3: Subscription Terms**

- We grant access to use our Services on a per-user/company basis.
- We grant each subscriber a non-transferable, non-exclusive license to (1) access, use, and display our Services for your business purposes; (2) to upload and store data and content into your account on our host server; and (3) to use, display, and make copies of any documentation about our Services for your internal business purposes only.
- You may not share, rent, resell, lease, sublicense, or otherwise permit any third party to access, use, or display our Services. The Services and the underlying software platform (the "Software") contain our trade secrets and in order to protect those trade secrets, you agree not to take any action to reverse engineer, compile, translate, disassemble, copy, or create derivative works of the Software in whole or in part, nor to permit any third party to do so.
- The trial period is for 15 days and after which you can make the relevant payment based on the plan packages mentioned in our website. The plan packages may vary from time to time. We accept all major credit cards for payment. All payments are non-refundable.
- The price for the product is clearly shown in the pricing section of our site. Please read carefully all pertaining information before you decide on subscribing.
- You may cancel your subscription by simply allowing the expiry date to be reached without extending your subscription (purchasing a package). We also reserve the right to cancel your subscription at any time in the event that you materially breach any term or condition of our Terms of Service. All cancellations will be effective immediately.

### **Section 4: Our Website and Service Operation**

We are at all times exercising the utmost caution on all levels by involving on the one hand our human resource and on the other by applying all possible technologies available to ensure that our Website and Service is kept free from bugs, errors, technical problems and defects. Whenever we identify any of the above mentioned problems our technical task force will immediately intervene to resolve them.

**Important Information:** If you experience a crash during use of the Service, please complete and send the accompanying Crash Report, with a description of the events and actions which generated the crash. If you experience any bug (without a Crash Report) during your use of the Service, then you should notify us immediately of the incident and provide us with the specific sequence of events which generated the incident, and a full description of the bug. Include any special circumstances surrounding the discovery of the incident.

It is understood that we cannot guarantee that your access to the Website or Service will be uninterrupted, or that the Website and Service will be available at all times. It is clear that we deny any and all liability or responsibility for any interruption of service, or downtime.

We make commercially reasonable efforts to ensure that our Website and Service are protected from viruses and other destructive software, but we cannot guarantee that they will at all times be free from such threats. We urge you to use reasonable care in downloading files from the Website. We do not assume responsibility for any damage to computer equipment, software, or other property that may

result from the use of the Website and Service or as a result of downloading from the Website and Service.

## **Section 5: Acceptable Use Policy**

This Website and Service must be used only for lawful purposes. We specifically and clearly prohibit any other use of the Website and Service, including but not limited to the following:

- **Impersonation; Misrepresentation:** Posting or submitting to the Website and Service any information in which you impersonate or claim to be any third party, or in which you misrepresent your affiliation with another person or entity;
- **Providing Unauthorized Access to the Website and Service:** Disclosing or sharing your password with any third party or allowing such third party access to the password-protected features of the Service;
- **Sending Unsolicited Communications through the Service:** Sending unsolicited emails or other communications through our Service to third parties;
- **Objectionable Communications through the Website and Service:** Posting content or initiating communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable;
- **Illegal Activity:** Using the Website or Service for any illegal purpose;
- **Disclosing Confidential Information without Permission:** Sharing information or initiating communications containing information you are under an obligation not to disclose;
- **Sending Infringing Content:** Sending infringing content through the Service;
- **Tampering with the Website or Service:** Taking any action that disrupts, tampers with, interferes, or imposes an unreasonable burden on the Website's or our software platform's infrastructure, servers, data, or network or those of any third party via our Service;
- **Using Unauthorized Search Tools:** Using or attempting to use any engine, software tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website or platform other than generally available third party browsers (including but not limited to Internet Explorer, Firefox, and Safari);
- **Uploading Viruses:** Uploading any content that contains software viruses or any computer code, files, or programs designed to interrupt, destroy, or limit functionality of the Website or Service, or of any computer software, hardware, or telecommunications equipment;
- **Infringing Intellectual Property:** Deciphering, decompiling, disassembling, copying, duplicating, aggregating, or reverse engineering any of the software, content, information, or other materials comprising or in any way making up part of the Website or Service;
- **Mining Data:** Using any means of automatically searching or mining data from the Website or Service, or in any way attempting to interfere with the proper working of the Website or Service; or
- **Scraping or Accessing through Automated Means:** Attempting to scrape or access the Service through automated means other than an official API that we provide to you.

**We reserve the right to suspend or cancel the account of any user who does not appropriately use the Website or Service. If you become aware of any inappropriate use, please notify us by email at [support@synolonsoft.com](mailto:support@synolonsoft.com).**

## **Sections 6: Intellectual Property**

We or our licensors shall retain all right, title, and interest in the marks, logos, code, databases, content, text, designs, photos, and other materials posted to our Website, made available through our Service, and comprising our software platform, as well as any landing pages, social media pages, or other feeds set up on behalf of our Company or our Website (collectively “Intellectual Property”). Except as otherwise expressly stated herein, you may only display, view, and listen to the Intellectual Property and you may not reproduce, display, copy, republish, download, upload, post, transmit, publicly perform or display, distribute, create derivative works of, misappropriate, or otherwise use for any purpose any portion of our Website, the Service, the software platform, our landing pages, our social media pages, or our feeds without the express written consent of us or our licensors as appropriate. Using the Intellectual Property on any other Website or Service for any commercial purpose is expressly prohibited.

## **Section 7: Intellectual Property Infringement Complaints**

We respect the intellectual property rights of others. Materials contained on the Website are protected under copyright and other laws of Australia and under international conventions and similar laws abroad. If you ever suspect that your intellectual property has been copied in any manner that constitutes intellectual property infringement, which is in any way relevant to this Website or Service, then please notify us immediately, providing the following information:

- **Identification of the Intellectual Property.** The name of the owner of the intellectual property and a signature of the person authorized to act on behalf of the intellectual property interest, which is alleged to be infringed;
- **Description of Infringed Right.** A description of the intellectual property right that you claim has been infringed;
- **Location of Infringing Item.** A description of where the allegedly infringing item is located on the Website;
- **Contact Information.** Your address, telephone number, and email address; and
- **Statement under Penalty of Perjury.** A statement by you confirming that you are the intellectual property owner or are authorized to act on the intellectual property owner’s behalf, made under penalty of perjury.

## **Section 8: Third Parties**

Your dealings with any third party with whom you connect or do business through this Service are solely between you and such third party. Our Service provides the tools by which you can communicate effectively and professionally with such third parties, but we are not a party to any agreement that you enter into with a third party through our Service, nor are we in any way involved with such third party relationship.

You are solely responsible for exercising common sense and reasonable caution in any dealing with any third party business, individual, or platform, which whom you are connected through this Service. You agree that we will not be responsible or liable for any loss, damage, or other liabilities incurred as a result of your interactions with such third parties. You assume the sole risk of loss and liability for your interaction with any third party. In the event that you ever have a complaint against such third party, you should contact such third party directly regarding your issue.

## **Section 9: Security**

We have implemented commercially reasonable security measures but cannot provide any guarantees that unauthorized third parties will never be able to defeat those measures or use your personal or business information for improper purposes. You acknowledge and agree that any personal or business information that you provide to our website is provided at your own risk.

## **Section 10: Warranty; Disclaimer**

You, as a user and subscriber, shall solely assume all risks of deciding to use our Service, and storing your personal information on our host server. You also solely assume all risks with respect to accurately entering all personal information into the Website.

We cannot guarantee that that your access to the Website or our Service will be uninterrupted, bug-free, error-free, virus-free, or free of technical problems. We cannot warrant that any information that you enter onto our website will be completely secure and never accessible by any malicious third party. We will, however, use reasonable care to provide an uninterrupted, bug-free, error-free, secure Website and Service, and to back-up all Content on our servers.

TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11: Limitation of Liability; Consequential Damages**

You agree that the Company, Website, and our Service will not be liable to you for any direct or indirect, consequential, special, punitive, or exemplary damages, as a result of your use of this Website and our Service. This potentially includes damages for loss of profits, loss of data, loss of business or anticipated savings, loss of goodwill, loss of access, or other intangible losses (even if you have been advised of the possibility of such damages). It is your responsibility to ensure you backup your data regularly.

## **Section 12: Indemnification**

Before using our Service, you agree to indemnify, defend, and hold harmless the Company, Website, and Service, as well as our officers, employees, independent contractors, representatives, agents, other users, and visitors against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered, incurred or arising from or in any way related to your use of this Service.

## **Section 13: Feedback; Idea Submissions**

If you have any ideas or feedback which could be used to improve our Website or Service, we welcome you to submit it. However, you agree that we will not be liable to use or disclose this feedback. Also, you agree that we may use any such feedback to make improvements to our Website and Service at our sole discretion without any obligation to you. In the event that you submit any ideas to us about the Website or our Service, you grant to us an exclusive, perpetual, royalty-free, transferable, worldwide license with the right to grant sublicenses to use, display, copy, publish, republish and to incorporate into our Intellectual Property your idea.

#### **Section 14: Miscellaneous**

We reserve the right to discontinue this Website and our Services at any time in our sole discretion. Without prior notice, we may assign these Terms of Service to a successor entity in the event of a merger, acquisition, or sale of the SynolonSoft business. No waiver of any breach of the Terms of Service, no matter how long continuing or how often repeated will be deemed a waiver of any subsequent breach, nor shall any delay or omission to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege. If any section of these Terms of Service is held to be unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining paragraphs shall not be affected by such holding. The meaning of that section shall be construed to the extent feasible to render the section enforceable and to give effect to the Parties' intentions as reflected in the section. If no feasible interpretation would save such section, it is to be severed from the remainder of these Terms of Service, which are to remain in full force and effect. The Terms of Service constitute the entire agreement with you and SynolonSoft with respect to the subject matter set forth herein. The section headings and subheadings contained in these Terms of Service are included for convenience only and shall not limit or otherwise affect these Terms of Service.

#### **Section 15: Governing Law and Dispute Resolution**

The Website and our Service are controlled by **SynolonSoft**. These Terms of Service and any agreements with **SynolonSoft** shall be governed by and construed in accordance with the laws of Cyprus. All disputes arising under this Agreement will be heard in Cyprus and resolved in accordance with Cypriot law.

#### **Section 16: Contact Us**

If you require further explanation or assistance with regards to this document's contents, the Website, or the Service, you can contact us at:

Prodromou Str. 21E,  
Nicosia 1095, CYPRUS  
[info@synolonsoft.com](mailto:info@synolonsoft.com)

#### **Section 17: Effective Date**

These Terms of Service were last modified on the 07<sup>th</sup> July, 2016.