

# Liltoolz sp. z o.o. Terms of Use

**(Effective From: 22nd FEB 2022)**

By using **Pricell** or any of our products or services as a visitor or customer, you are agreeing to the following terms and conditions ("Terms of Use").

Additional contractual terms may apply to some services, so it is important that you are familiar with all of the terms applying to your use of our services.

This agreement constitutes an agreement between You and Liltoolz owner of Pricell application, governing your use of the service, superseding any previous version of this agreement).

In case of specific SaaS Agreement is agreed between You and Liltoolz the SaaS Agreement has priority.

## Definitions

"We", "Our", "Liltoolz" or "PROVIDER" means Liltoolz sp. z o.o.

"You", "CUSTOMER" means you, the company and its users or person using our products, services or visiting our website.

"Services" means all products, goods or services or SaaS services we provide and anything else we do for you, including allowing you to access our website.

"Application", "Pricell" or "pricell.io" means an web-based application to which Liltoolz has full ownership and You are provided access as part of the SaaS Service.

"SaaS Services" refer to the specific Liltoolz's internet-accessible service that provides use of Application (application PRICELL) that is hosted by Liltoolz or its 3rd party services providers and made available to You over a network on a term-use basis.

"Service Availability" is defined as the ability to access and use the Application.

## Terms

You must be a person. (Accounts registered or run through automated methods are not permitted).

Your age must be 16 years of age or older if you are based in the European Economic Area (EEA) or Switzerland, or 18 of age or older, if in any other geographic region, when creating an account on any of our Services.

You must provide your full legal name, a valid email address and any other information requested by **Liltoolz**. in order to complete the signup process and license.

You are responsible for maintaining the security of your account login information (Username & Password); we cannot and will not be liable for any loss or damage from failure to comply with this security obligation.

You may not use your account for any illegal or unauthorized purpose.

You must not, in the use of this service, violate any laws in your jurisdiction (including, but not limited to copyright laws).

### **Right of Refusal**

**Liltoolz** has the right to accept or decline trial and paid account requests (including source code applications) at will.

Applications will not be accepted if the applicants' use is contrary to **Liltoolz** 's strategic plan, or the company in question shows any cause for concern.

### **Modifications to the Service and Prices**

We reserve the right at any time to modify or discontinue the service (or any part thereof). In this case, enough notice would be given, and data made available.

Prices may be reviewed at any time and adjusted accordingly if needed. **Liltoolz** reserves the right to increase prices. Notice will be given of at least 30 days in advance of any price changes.

Updates and upgrades to our products are made at regular intervals, or intermittently as needed.

You must not modify, adapt or hack the service or modify another website so as to falsely imply that it is associated with the **Pricell** or any other **Liltoolz** product.

**Liltoolz** reserves the right to update or change this agreement without notice. Any new features that augment or enhance the current Service, including the release of new tools or resources, shall be subject to this agreement and the failure of **Liltoolz** to exercise or

enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.

Violation of any of the terms below may result in the suspension or termination of your Account or License.

Whilst **Liltoolz** prohibits unauthorized conduct and content on the service as indicated below, you may be exposed to such materials, and you agree to use the service at your own risk.

All licensed/ downloaded **Liltoolz** products (including any customized features) must at all times retain the copyright statement (© Copyright 2022 **Liltoolz sp. z o.o.** )

### **Service Availability and Support**

**Liltoolz** will make reasonable efforts to ensure that the Services are generally available. However, in the event of an outage or server access issue, we will not and cannot be held liable for data loss but will act immediately to restore availability of the Services.

While we make all efforts to prevent any disruption to Services during any update or upgrade, there may be times where Services are inaccessible for a certain period of time.

Updates and upgrades are scheduled to avoid peak usage times. A minimum of 24 hours of notice of such updates and upgrades will usually be provided but cannot be guaranteed, depending on the nature of such update/ upgrade.

### **Code and Data Ownership**

Any data entered in your live account database or uploaded to the service remain yours.

We do not pre-screen any content but reserve the right (but not the obligation) to refuse or remove any content available via the service.

Any and all code, including the look and feel is owned by **Liltoolz** .

You may not duplicate, copy or reuse any portion of the HTML, CSS, visual design elements or code without express written permission from **Liltoolz**

**Liltoolz** houses all software on our rented servers.

Unauthorized distribution without prior consent is strictly prohibited and includes placing our software on any physical or virtual servers or mediums without special agreement or written consent from **Liltoolz**

### **Data Loss & Backups**

We will not accept under any circumstances the liability for the loss of customer data through general use, hacking or server failure.

However, **Liltoolz** will ensure minimum one regular daily backup of the subscription account data and the server itself.

### **Privacy**

**Liltoolz** will at all times be committed to ensuring privacy of information. Our obligations and your rights regarding Privacy are fully documented in our Privacy Policy available on our web pages.

Any information submitted by the CUSTOMER will only be used by us in the manner intended by the CUSTOMER or by the terms of this agreement.

We will never distribute your information to third parties for the purpose of it, and all **Liltoolz** staff and partners are under extensive confidentiality and non-disclosure agreements.

While we make every effort to keep your information safe and secure, due to the very nature and environment of the Internet, we cannot ensure that all communications and personally identifiable information will never be disclosed.

### **Licensing sand Subscription**

**Liltoolz** distributes all Services under a commercial license agreement.

Demo and trial environments of **Liltoolz** products are archived one month after demo and trail period expires, unless otherwise agreed to with you. After that period if you would like to use the software legally, you must purchase a license for the product or sign up for a subscription account.

Licenses cannot be transferred to other parties; this applies to both general software licenses and upgrades.

Upgrade packages are only applicable to the company who purchased the subscription. Sharing, redistribution or simultaneous use of licenses is prohibited.

If SaaS Services are offered in period subscription model, the Service is renewed automatically after current plan period expires.

You can stop plan to be renewed. In this situation subscription will still be valid till end of current plan period.

You can also upgrade its subscription to another plan at any time. In this situation current subscription will terminate and new subscription with new period will be active. You will be charged for new subscription.

Any not used period from previous subscription period will not be refunded.

### **Warranty**

Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis.

**Liltoolz** does not warrant that:

1. The service will meet your specific requirements
2. The service will be uninterrupted, timely, secure, or error-free.

You expressly understand and agree that **Liltoolz** shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if **Liltoolz** has been advised of the possibility of such damages), resulting from:

1. The use or inability to use the Services.
2. The cost of procurement of substitute goods and services resulting from any goods, data,
  1. information or services purchased or obtained, or any messages received, or transactions entered through or from the Services.
  2. Unauthorized access to or alteration of your transmissions of data.
  3. Statements or conduct of any third party on or involved in providing the Services.
  4. Any other matter relating to the Services.

### **Restricted Content**

Uploading any restricted content as listed below may result in immediate account termination.

You must not upload, post, host or transmit the following items to or from the service including but not limited to:

- Unsolicited email, SMS's, or "Spam" messages.
- Worms, viruses, or code of a destructive nature.
- Questionable or Illegal material (including copyrighted material).

### **Head Office Location**

The head office of **Liltoolz sp. z o.o.** is located at:

Tymotki 12, 03-289 Warsaw, Poland