

SINGENS - ONLINE TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY AS IT GOVERNS YOUR USE OF THE SINGENS EOOD ("SINGENS") WEBSITE ("SITE"). BY ACCESSING THE SITE AND USING THE SERVICES ON IT YOU ("YOU"), ARE FORMING A CONTRACT AND AGREEING TO THE TERMS AND CONDITIONS THAT APPEAR BELOW. REFERENCE TO "YOU" AND "YOUR" ARE TO YOU AS A BUSINESS USER ONLY ACTING IN THE COURSE OF YOUR BUSINESS AND YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THAT BUSINESS.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS THEN PLEASE LEAVE THE SITE.

TERMS AND CONDITIONS:

1. Provision of the Service and How to Contact us

Singens EOOD ("Singens") provides add on software products for Microsoft Dynamics CRM through the provision of the site ("Service"). Full contact details for Singen EOOD are as follows:

- Registered Address: Mladost 1, bl 67, en 4, room 81, Sofia 1784, Bulgaria
- Contact Address: Mladost 1, bl 67, en 4, room 81, Sofia 1784, Bulgaria
- Company Registration Number: 202442859
- Email Address: support@singens.com
- Telephone Number: 00359 876 349 846

As applicable, You acknowledge that You have provided Singens with accurate and complete registration information on your account sign-up and that it is your responsibility to update Singens with any changes to that information by e-mailing or telephoning Singens at the email address or telephone number provided above - Singens reserves the right to require You to provide evidence to verify any aspect of your account sign-up form at any time. If also applicable, if You believe that there has been a breach of security such as the disclosure, theft or unauthorized use of your user name and password ("ID") then You must notify Singens immediately. If Singens reasonably believes that your ID is being used in any way which is not permitted under this Agreement, Singens reserves the right to immediately suspend access rights on giving notice to You and to block access to the Service until the issue has been resolved to the satisfaction of Singens. Singens is continually seeking to improve the Service and to ensure that all information on the Site (to include fees and charges) ("Content") is up to date. Accordingly, Singens reserves the right, and at its sole discretion, to make changes to any part of the Service or the Content at any time and without prior notice to You. We would also recommend that You regularly check the Site from time to time for any updates or changes to this Agreement and/or the Service. This Agreement shall apply in preference to and shall supersede any other terms and conditions of business referred to or relied on by You.

2. License and limited rights to use Content

Singens grants You a non-exclusive, non-transferable, non-assignable, revocable license to use the Content subject to the terms and conditions of this Agreement. The Content and all copyright, database rights, website design, trade and service marks and logos or names, design rights, know-how and rights relating to loss of reputation and business and all other intellectual property rights including any software used on the Site ("Intellectual Property") in each case whether registered or not, in the Content, the Service and the Site belong to Singens (or applicable licensors) and may not be used in any way whatsoever without the prior written consent of Singens. Any software that is made available to download from the Service is the copyrighted work of Singens and/or its suppliers. Use of such software is governed by the terms of the end user license agreement which accompanies or is included with the software license agreement. An end user will be unable to install any software that is accompanied by or includes a license agreement, unless he or she first agrees to the license agreement terms. The software is made available for download solely for use by end users according to the license agreement and any reproduction or redistribution of

the software not in accordance with the license agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible

3. Privacy Policy and Data Protection

Singens fully respects your right to privacy and has a strict policy of complying with the terms of the Data Protection Acts. At certain times, and as a result of your interaction with the Site, Singens may hold and process personal information obtained about You for the purposes providing You with the Service. By registering on and/or using the Site You consent to this collection and use of your information. We may also use this information to send You information about our products and/or services. If at any time You do not wish to receive such information please contact us at support@singens.com

4. Warranties and Indemnity

Singens warrants that it will use all reasonable skill and care in the provision of the Service. Singens makes no warranty that the Site is free from viruses or anything else that has contaminating and/or destructive properties. It is your responsibility to adopt appropriate back-up, firewall and other precautionary security measures.

The Service is provided on an "as is" basis and all conditions and warranties or representations whether express or implied are fully excluded from this Agreement to the extent that they can be excluded as a matter of applicable law. You warrant and represent that You are the owner or licensee of any content that You upload, record or otherwise transmit through the Service (collectively, "your Content"). You warrant and represent that You shall not publish, post, upload, record or otherwise transmit anything that:

- (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (ii) violates any law or statute,
- (iii) is defamatory, unlawfully threatening or unlawfully harassing;
- (iv) is profane, indecent, obscene, harmful to minors or pornographic;
- (v) contains any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information or property of another; or (vi) is materially false, misleading or inaccurate.

You agree not to:

- (1) use the Service in connection with chain letters, junk mail, pyramid schemes, spamming or any duplicative or unsolicited messages, or any use of distribution lists to any person;
- (2) harvest or otherwise collect information about others;
- (3) knowingly interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
- (4) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
- (5) use the Service for any illegal purposes whatsoever.

You agree to fully indemnify Singens against all claims, liabilities, costs and expenses (including but not limited to legal fees) arising out of your use of the Service or related to any breach of this Agreement.

5. Service Availability and Limitation of liability

Singens shall use all reasonable endeavors to make the Service available to You but shall not be liable in the event of any interruption of the Service. Singens reserves the right to modify, withdraw, suspend or restrict the availability of the Service or any part of it. To the maximum extent permitted by law, Singens shall not be liable to You whether in contract, tort (including negligence) or otherwise, for:

- any indirect, consequential or special loss or damage whatsoever;
- any loss of profit, loss of anticipated savings, loss of business, loss of goodwill, loss of data or other such financial or business loss or damage; or
- any other loss or damage in an amount exceeding 50.00 (fifty Euro) in the 12 months preceding the date on which such liability arose.

Under no circumstances will Singens be liable under this Agreement in respect of any fault which is the responsibility of any third party service provider.

6. Pricing

Singens employs a safe and secure method of ordering on-line and all major credit cards are accepted. All charges shall be in accordance with the fee rates provided on the Site from time to time - please note that the Singens reserves the right to change the pricing of the Service at any time and without notice to You. All products sold shall be subject to Value Added Tax as and where applicable and at the then prevailing rate.

7. Notices

All notices shall be given to the Singens via e-mail at support@singens.com or by post to the Singens' address as set out under clause 1 of this Agreement; or to You at the e-mail or land address You provide in your registration information (as applicable).

8. Links

The Site may contain links to other websites and resources however Singens is not responsible and shall not be held liable for the availability or content of these resources. No endorsement or approval of any such third party websites, their advice, opinions, information, products or services is expressed or implied by any information on our Site and where we provide links to other websites it is done for your convenience only shall be at your own risk and we shall not be liable for any damages arising in connection therewith.

9. Termination

This Agreement and your access to the Service may be terminated by Singens at any time or by written notice if (in the sole and reasonable opinion of Singens) You are in breach of this Agreement and the breach is not properly remedied (which shall also be at the sole discretion of Singens) within the period of 7 days after written notice of the breach has been given to You. The Site may contain links to other websites and resources however Singens is not responsible and shall not be held liable for the availability or content of these resources. No endorsement or approval of any such third party websites, their advice, opinions, information, products or services is expressed or implied by any information on our Site and where we provide links to other websites it is done for your convenience only shall be at your own risk and we shall not be liable for any damages arising in connection therewith.

10. General

No failure or delay on the part of Singens relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any proceeding or succeeding breach by the other party to this Agreement. Singens shall be under no liability to You in respect of anything, which notwithstanding this provision, may constitute a breach of this Agreement arising by reason of force majeure which includes Act of God and failure of third party delivery agents. This Agreement contains the full and complete understanding between the parties and supersedes and replaces all prior arrangements, terms, representations and understandings whether written or oral relating to the subject matter of this Agreement and neither You nor Singens shall be bound by any variation or addition to this Agreement unless agreed in writing and signed by duly authorized representatives from both sides. If any parts of this Agreement are

held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable. In the event of any inconsistency between the terms of this Agreement, the Site, and/or any other third party terms and conditions the terms of this Agreement shall prevail. This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of Bulgaria and be subject to the exclusive jurisdiction of the Bulgarian courts.