Scaptify Shopify connector for Microsoft Dynamics 365 Business Central – Terms of Use

Acceptance

SCAPTA APPFACTORY NV with registered office at Kempische Steenweg 293/38, 3500 Hasselt, Belgium ("SCAPTA") provides the software, text, image files and any associated information related to SCAPTIFY, the Shopify Connector for Microsoft Dynamics 365 Business Central by SCAPTA ("Materials") to persons or entities ("you") who sign up for the Microsoft AppSource or any associated services and access or download the Materials provided by SCAPTA through the Microsoft services. If you are accepting the terms of use set forth below ("Terms of Use") on behalf of a company or other legal entity, you represent that you have the authority to bind that company or legal entity. By accessing, using or downloading the Materials, you agree to these SCAPTA Terms of Use.

Access

- SCAPTA grants you a limited, non-transferable, non-assignable, revocable right to access and to use the Materials for internal purposes and as defined on the website and in accordance to the pricing at http://www.scaptify.com/#pricing.
- You may not modify, reverse engineer, decompile or disassemble the Materials in whole or in part, or create any derivative works from or sublicense any rights in the Materials.
 - You may use the Materials in accordance with these Terms of Use provided that you
 - o do not remove any proprietary notice language in the Materials,
 - use the Materials only in accordance with these Terms of Use and you do not copy, transfer, post or broadcast the Materials in any media,
 - o make no modifications to any of the Materials,
 - o do not make any additional representations or warranties relating to the Materials,
 - o do not use the Materials in any way prohibited by law, regulation or governmental order,
 - do not interfere with or disrupt the integrity or performance of the Materials or the data contained within such Materials, or attempt to gain unauthorized access to the Materials or related systems or networks, and
 - do not permit any other persons or other third parties to access the Materials. You are responsible for maintaining the confidentiality of any ID and password used to access the Materials and for any activity in relation to your account or use of the Materials.
- Use license subscription can be bought via SCAPTA (<u>scaptify@scapta.com</u>) or via a registered partner.

Liability

- SCAPTA does not accept any responsibility for the results obtained from the use of the Materials or for any decision made or action taken in reliance on the Materials.
- The Materials are provided on an "AS IS" and "AS AVAILABLE" basis.
- SCAPTA reserves the right to change, remove, suspend, or disable any Materials without notice or liability.

- SCAPTA makes no warranties with regards to the Materials, express, complied or statutory, and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, good title, satisfactory quality and non-infringement. SCAPTA does not warrant that:
 - o The Materials are error free,
 - You will be able to use the Materials without any problems or interruptions, or
 - The Materials are not susceptible to intrusion, attack or computer virus infection. In no event will SCAPTA be liable to you with respect to its obligations under these Terms of Use or otherwise under any theory, including contract and tort, for any indirect, special, incidental, consequential, exemplary or punitive damages, including but not limited to damages for loss of opportunity, goodwill or business, even if SCAPTA has been advised of the possibility of such damages. Notwithstanding any other provision of these Terms of Use, to the extent permitted by applicable law, SCAPTA's liability to you for any damages arising out of or related to these Terms of Use or the Materials will be limited to US\$50.

Product Support

For the Materials SCAPTA makes an e-mail address available namely: Scaptify@scapta.com. This is your point of contact and reference in respect of queries, complaints and technical support.

If you purchased the Materials through a partner, then the partner is your first point of contact and reference in respect of queries, complaints and technical support and will render as much assistance as practically possible.

Support hours and incident response time: SCAPTA's support specialists operate between the office hours of 9:00 to 17:00 (GMT+1), Monday-Friday, excluding public holidays in Belgium. SCAPTA will use reasonable efforts to respond to support requests within 24 hours of their receipt.

Intellectual Property

SCAPTA retains all right, title, interest and intellectual property and proprietary rights in and to the Materials and any and all suggestions, recommendations, enhancement requests, or other feedback that you provide in connection with the Materials or your access and use thereof. The Materials are licensed, not sold. These Terms of Use only give you some rights to use the Materials as specified herein. SCAPTA reserves all other rights.

Non-Disclosure

You acknowledge that the Materials and all related documentation and specifications are all SCAPTA confidential information ("Confidential Information"). You agree that you will not reproduce, sell, transfer, publish, disclose, display or otherwise make available to third parties the Confidential Information or any other proprietary information of SCAPTA. You will promptly notify SCAPTA if you become aware of any breach of confidentiality and security relating to the Materials. Any third party products or services or information related thereto provided by SCAPTA to you or accessed by you as part of the Materials and access thereto may be accompanied by their own terms of use or licensing terms, in which case such terms shall govern that particular

third party service or software. SCAPTA will have no responsibility with regard to the accuracy, reliability, selection, performance or use of these vendors, third parties, products or services.

Personal Data

SCAPTA has no responsibility for the accuracy, quality, integrity, legality or reliability of any data, information or other materials you submit to the system through your use or access of the Materials. When processing any Personal Data (as defined in Regulation (EU) 2016/679 or any superseding legislation) through or to the Materials, you shall at all times comply with the applicable data protection regulations.

Termination

Your access to the Materials shall continue, provided you comply in full with these Terms of Use and uphold the monthly payments (found at http://www.scaptify.com/#pricing). Notwithstanding the foregoing, SCAPTA reserves the right to terminate your access to the Materials at any time if you breach these Terms of Use.

If your access to the Materials expires or terminates, your right to use the Materials will stop immediately. If you continue using the Materials after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against you or other legal remedies.

Governing Law

These Terms of Use will be exclusively governed and construed in accordance with the laws of Belgium without regard to the conflicts of law principles. The courts located in Hasselt, Belgium will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to your access and use of the Materials pursuant to these Terms of Use.

General

The failure by SCAPTA to enforce any provision of these Terms of Use will not constitute a waiver of future enforcement of that or any other provision. If any provision of these Terms of Use is held to be unenforceable or invalid, that provision will be severed from these Terms of Use and the remaining provisions shall not be impaired.