

SaaS BPM Terms of Service

These Terms of Service (**"ToS"**) constitute a legally binding agreement between Premium WP Support Ltd., a company organized and existing under the laws of Bulgaria with company № 205888763, having an office and place of business at 73 "Cherni vrah" Blvd., floor 3, 1407 Sofia, Bulgaria (**"Us", "We", "Our", "Provider"**), and the entity agreeing to the ToS herein (**"You", "Client"**) regarding the use of the SaaS BPM website, services, software and mobile applications (**collectively referred to as the "Service(s)"**).

By accessing, viewing or using in any manner the Service, You confirm that You are aware of and accept unconditionally to be bound by these ToS and other written terms and rules governing the use of the Service. If You do not agree, You should not access or use Our Service in any way. If You are entering into this agreement on behalf of a company, you acknowledge that you have the authority to bind that company to the terms of these ToS.

1. Definitions

"Us", "We", "Our", "Provider" shall mean Premium WP Support Ltd., a company organized and existing under the laws of Bulgaria with company № 205888763, having an office and place of business at 73 "Cherni vrah" Blvd., floor 3, 1407 Sofia, Bulgaria

"You", "Client" shall mean any physical person or legal entity on whose behalf the Services are used.

"User" shall mean any physical person who uses the Services on behalf of the Client and who is part of the Client's organization or enterprise.

"Software" shall mean the software product SaaS BPM, property of the Provider, including any updates to the Software.

"Website" shall mean the website <https://saasbpm.com/>, property of or operated by Us, through which the Software is accessible under these ToS.

"Service(s)" shall mean all services and functionalities provided by Us to the Client via the SaaS BPM Website, Software and mobile applications.

2. Validity

2.1. These ToS constitute a legally binding agreement made between Client, whether personally or on behalf of an entity and Us, concerning your access to and use of the Services. By accessing and using the Services in any way, you agree to be bound by these ToS.

2.2. The relationship between the parties is governed exclusively by the following ToS, Our Privacy & Cookies Policy and other written conditions, published on the Website, which are an integral part of these ToS. The following ToS do not regulate and do not address issues, related to other third party websites, ads, plug-ins, software and services as long as such services are not provided and controlled by Us.

2.3. We reserve the right, in our sole discretion, to make changes or modifications to these ToS at any time and for any reason. We will alert you about any changes by updating the dedicated page and placing a message on a prominent place on the Website. In the event of disagreement with an updated version of the ToS, You may not access or use the Website, Software or the Services in general and should immediately cease such use.

2.4. We do not guarantee the completeness or accuracy of the information on the Website, caused by technical gaps or errors.

3. Description of the Service

3.1. The Services include (but not limited to): a productivity business process management system designed to optimize business processes, delegate recurring activities, handle recruitment, track statuses, and professionally manage teams with transparency in mind. The Service is suitable for entire companies and organizations. It lets individuals keep track of the progress on their tasks and assignments. The Service facilitates managers and team leaders in the development and control of workflows. It helps the entire organization digitize its activities and creates an operational system showing the status of what work was completed.

3.2. The Website, Software and the Services are provided on an “as-is” and “as-available basis”. You agree that your use of the Services is at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services and your use thereof, including, without limitation, their compliance with Your expectations regarding the type, quality, functionalities, characteristics, profitability and fitness for a specific purpose of the purchased Services.

3.3. We reserve the right to modify the technical requirements for the use of the Services and to periodically change, add or remove functionalities to and from the Software. We will do our utmost to notify You by posting notifications and messages on the Website for any changes that may limit your technical ability to use and access the Software and the Services in general.

4. Access to the Service

4.1. The Services are accessible via the Website. The Services are provided on a subscription basis after the creation of a Client account and a completed payment of the applicable subscription fee. The number of active users (“Users”) per Client account are determined by the respective subscription plan, chosen by the Client.

4.2. Usernames and passwords are personal, and are to be considered part of the Confidential Information of the Client. The Client is at all times fully liable for all acts and omissions by Users whom the Client has granted access and agrees

to indemnify the Provider for all claims and losses related to such acts and omissions.

4.3. Client may not use the Service for any illegal or unauthorized purpose. Client must not, in the use of the Service, violate any laws in customer jurisdiction (including but not limited to copyright laws).

4.4. Except as expressly set forth herein, these ToS do not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Client owns all intellectual property rights regarding the Client's data and Provider owns all intellectual property rights regarding the Service.

5. Payment

5.1. A 14-day free trial of the Services is offered without the need for a payment by the Client.

5.2. To continue using the Services after the expiration of the free trial period, Client must begin a paid subscription which requires payment via any of the available payment methods, provided on the Website. Subscription fees are based on the billing period and the number of Users per Client account. Subscription fees are charged automatically at the beginning of every billing period, according to the selected subscription plan.

5.3. The subscription fees for the Services are in USD, including all taxes and fees, and the Provider reserves the right, without prior notice, to change them at any time. The prices do not include the fees of payment processors, according to the selected payment method. You should check in advance the applicable fees of the respective payment service provider.

5.4. The prices are valid until the date/period indicated on the Website (if an end date/period is specified) or until the subsequent change made by the Provider. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Service subscription prior to the price change going into effect.

5.5. The Services are billed on a monthly and/or annual basis, according to the selected subscription plan. In both cases, the amount billed is non-refundable. There will be no refunds or credits for partial months of service.

5.6. Each term shall automatically renew for subsequent periods of the same length as the initial term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current term. Information on the subscription options and charges for all paid Services is available in the pricing page of our Website.

5.7. In case of non-payment for any reason or any violation of these terms, We are entitled without liability to immediately cease User's access to the Service.

6. Restriction of use

6.1. The Client is prohibited to use the Services in any way that causes, or may result in, damage to the Service or that impediments the availability or accessibility of the Service; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Client must not use the Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, other malicious computer software or illegal content of any sort. We may investigate and/or suspend your account if you violate any of the above rules. Furthermore, we reserve the right to immediately terminate your account and inform the competent authorities without further notice in the event that, in our sole and absolute judgment, you violate these ToS, the applicable legislation or third-party rights or abuse the use of our Services.

6.2. In addition, you shall not: (i) transfer or otherwise make the Services available to any third party; (ii) provide any service based on the Services without prior written permission of the Provider; (iii) use the Services for spamming and/or other illegal purposes; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

7. Rights and obligations

7.1. The Client undertakes:

7.1.1. To use the Services legally, according to their actual purpose and in accordance with these ToU and the applicable legislation;

7.1.2. To provide accurate information and contact details about themselves and/or their organization, not attempt to mislead the Provider for their identity when communicating through the Website;

7.1.3. To use the Services through the technologies and resources provided by the Website through its normal functionality, and to not use, copy and distribute, in whole or in any part, any content or part of the Website, Software and/or Services for any purpose beyond explicitly mentioned in these ToS;

7.1.4. To pay the full price of the subscription fees including all included fees and expenses, as indicated, through the selected payment methods on the Website;

7.1.5. In connection with the use of the Websites and/or the Services, the Client acknowledges and agrees to not:

a. copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through the Website, Software or the Services;

- b.** access the Websites, Software or Services by any means other than through the standard industry-accepted interfaces;
- c.** use of any of the Website's communications features in a manner that adversely affects the availability of its resources to other Clients.
- d.** violate any applicable local, state, national or international law;
- e.** manipulate or otherwise display the Websites, Software or the Services by using framing or similar navigational technology;
- f.** use the Website, Software or the Services for any purpose that is unlawful or is prohibited by these ToS. The Client may not use the Services in any manner that could damage, disable, overburden or impair the Provider's servers or networks, or interfere with any other Client's use and enjoyment of Services. Furthermore, the Client may not attempt to gain unauthorized access to the Services, computer systems or networks connected to the Provider through hacking or any other means. The Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or the Services.

7.2. The Client has the right:

7.2.1. to use the Website, Software and all Services legally for purposes and according to the ToU.

7.2.2. to request his/her personal data to be deleted.

7.3. The Provider has the right:

7.3.1. At any time in its sole discretion to make changes and modifications to the Services, the Software and the Website in connection with the maintenance, development and/or improvement of the quality of the Services provided therein, as well as to expand the scope of the Services, offer new products, disband existing ones and make changes to the published materials and prices without obligation of prior notice to the Client.

7.3.2 To block the access of any Client to the Services and/or the Website, due to any Client's violation of the ToU, the Privacy & Cookies Policy, and other terms and conditions that are an integral part of the ToU, any illegal activities or actions of the Client threatening the security and functioning of the Services and/or the Website, or the legitimate interests of other Clients, the Provider, other related parties, or any other actions might significantly threaten public interest.

7.3.3. In order to improve the quality of the Services, in the course of prevention, troubleshooting, updating of information and other related activities, the Provider has the right to temporarily restrict or suspend the provision of the Services.

7.3.4. All the rights that not expressly granted or mentioned in these ToS are reserved and belong to the Provider or their appropriate holder.

7.4. The Provider is obliged:

7.4.1. To deliver the Services to the Client promptly.

7.4.2. To notify the Client promptly for any changes in these ToS or the Services that may affect the Client's experience when using the Services;

7.4.3. To provide technical Support to the Client upon request.

8. Data ownership & Privacy

8.1. You acknowledge and agree that during the use of the Services, you may voluntarily upload information about You or Your organization, its business, clients, partnerships, know-how, etc. Such information may include personal data, trade secrets, documents, minutes of meetings, customer data, reports, invoices, business processes and other information ("**Client data**"). All Client data that You upload is stored entirely on the cloud. All ownership and liability regarding the Client data remains to the Client. We do not own any of the Client data. The Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all customer data.

8.2. For the purpose of storing Client data on the cloud, we use a third party cloud service provider – Cloudways. To get acquainted with the Cloudways terms of service, visit <https://www.cloudways.com/en/terms.php#terms>.

8.3. Cloudways provides an automatic data backup for Client data. However, there might be rare occasions of data loss or failure to store or retrieve any data due to a defect in the software used by Cloudways or other third party cloud service providers. In such cases, we will try our best to restore the last backup data in mutual consultation with Cloudways or the relevant third party cloud service provider. For the avoidance of all doubt, Provider shall bear no liability for any damages, direct or indirect, resulting from loss of data or data breaches incurred by Cloudways or the relevant third party cloud service provider.

8.4. Solely and only for the purpose of providing the services to You , with respect to functionalities like backup, replication, high availability, caching for speed, performance, throughput and various other functional and non-functional capabilities, You grant Provider a royalty free, worldwide permission to access, copy, distribute, store, transmit, reformat, display and perform Client data.

8.5. If a Client does not renew the subscription for the Service, We shall provide all Client data on explicit written request from the customer in a generally accessible format within 30 days after the end of such term and thereafter may delete the Client account and all of the Client data. Please note that some information like billing and subscription may remain with us for accounting and legal reasons.

8.6. Client acknowledges and agrees that Provider acts as the data processor of Client data and Client is the data controller of Client data under the applicable data protection regulations in the European Union and European Economic Area. The Client is solely liable and responsible for processing Client data under a legitimate legal basis pursuant to Art. 6 of GDPR. The Client will obtain and

maintain any required consents necessary to permit the processing of Client data.

9. Intellectual property

9.1. All materials on the Website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, audio photographs, illustrations, artwork, software and other content are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by the Provider or by third parties that have licensed or otherwise provided their material to the Provider. Except as specifically provided herein or elsewhere on this Website, no part of or the whole Website or Software may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without the Provider's prior express written permission. You may not add, delete, distort, or otherwise modify the Website or the Software. Any unauthorized attempt to modify any content, to defeat or circumvent any security features, or to utilize the Website, Software or any part of them for any purpose other than its intended purposes is strictly prohibited.

9.2. The Provider grants the Client a limited, revocable, non-exclusive, non-transferable license to access and use the Services, the Software and the Website or other materials published therein for the purposes of use of the Services.

9.3. The Client acknowledges, warrants and accepts that they or anyone authorized to access the Services on their behalf will not make copies, reproduce, duplicate, modify, create derivative works, display, publish, distribute, broadcast any part of or the whole Website, Software or Services, to a third party without the express prior written consent of the Provider.

10. Confidentiality

During the provision of the Services each party may have access to confidential information ("**Confidential Information**") related to the other party. Confidential Information of the Client shall mean all business and technological information of Client and shall include the Client data. Confidential Information of the Provider shall mean the Services other than the Client data. Confidential Information shall not include any information which is in the public domain (other than through a breach of this agreement), which is independently developed by the recipient or which is received by a third party not under restriction. The recipient will not disclose the Confidential Information, except to affiliates, employees, agents, professional advisors, or third party vendors who participate in the provision of the Services hereunder who need to know it and who have agreed to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under these ToS, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information to

the extent required by an order of a government entity of appropriate jurisdiction; provided that the recipient uses commercially reasonable efforts to promptly notify the other party of such disclosure before complying with such order.

11. Liability. Waiver

11.1. In no event shall the Provider, its officers, directors, employees, or agents, be liable to You for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of the Website's content, the Software or the Services in general (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service (III) any unauthorized access to or use of the Website's secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Service, (V) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Service by any third party, and/or (VI) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Provider is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

11.2. The Provider shall not be liable for any delay or inability to perform his obligations in circumstances beyond the reasonable control of the Provider for reasons that cannot be imposed to him.

11.3. Any reference to a person, entity or service on the Website does not constitute an endorsement or recommendation by the Provider or any of its employees. The Provider is not responsible for any third party services used for the provision of the Services, nor does the Provider warrant the accuracy of any information contained in any third party website or the reliability, non-disturbance, legality, security and regulatory compliance of any third party services.

11.4. No communication of any kind between the Client and the Provider or a representative of the Provider shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the ToS.

11.5. Provider is not responsible for any delays, delivery failures, or other damage resulting from limitations, delays, and other problems related to internet connection and electronic communications.

11.6. Except as otherwise provided herein, the Service is provided on an "AS IS" basis, without warranties of any kind, either express or implied, including,

without limitation, implied warranties of title, merchantability, fitness for a particular purpose or non-infringement.

11.7. Provider takes reasonable care for virus protection and other harmful components; however, given the nature of virus evolution, Provider makes no warranty that the service will be free of viruses or other harmful components.

11.8. Provider makes no warranty that:

a. the Service will be error-free or uninterrupted (including, without limitation, interruptions that occur in the context of regularly scheduled maintenance); however, when such errors or interruptions occur, We will take reasonable efforts to rectify the errors and interruptions;

b. the usage of the Service by the Client fits the Client's internal business purpose. Provider's employees and consultants make a best case effort to provide the most relevant information to the customer but Provider would not be able to guarantee its accuracy or fitment for a specific purpose; that should be decided by the customer by taking into account other factors that Provider might not be privy to;

c. the results of using the Service will meet Client requirements.

12. Applicable Law and Jurisdiction

The enforceability, construction, interpretation, and validity of these ToS shall be governed by the laws of Bulgaria. Exclusive jurisdiction and venue for all matters relating to these ToS shall be in courts located in Sofia (Bulgaria), and the Client consents to such jurisdiction and court.

13. Contact & Customer support

In case of questions related to the hereby ToS and the Services, make sure to contact us at:

- Email: contact@saasbpm.com
- Address for correspondence: 73 "Cherni vrah" Blvd., floor 3, 1407 Sofia, Bulgaria

Effective as of: 01.08.2020