

End-User License Agreement

Koolmesh software programs

Please read through carefully before opening / installing the software.

This is a legally binding End-User License Agreement (“EULA”) between you (“Customer”) and KOOLMESH TECHNOLOGY UK LTD, (“Koolmesh”) and the companies of Hytronik Group for Koolmesh software programs (“App or App’s”). By selecting any confirmation to your agreeing to our terms in conditions in our App, you hereby declare that you are bound to the terms of this EULA. If you do not agree with the Terms of this EULA, you may simply decline acceptance within the App and un-install the software, or in some cases, you may be able to continue with limited functionality.

With this EULA agreed to and the App is installed, Koolmesh grants the Customer the right to use the App's to the terms of this EULA. No more extensive use shall be permitted.

The App and user manual are protected by copyright and intellectual property laws.

1 Software Ownership

The ownership of free to use App's produced by Koolmesh shall remain the property of Koolmesh. Transfer of the App's by rental, leasing, loan or any other indirect sale or transfer shall not be permitted.

The App shall be made available only in object code for Customer's use. The source code or other technical program documentation are not licensed, nor is it an element of this EULA. The Customer may

not reverse engineer, decompile, or disassemble the App's.

Koolmesh App's may be copied or duplicated only to the extent required for operation on the licensed system and for archiving and back-up purposes. The Customer shall not be entitled to make other duplicates, also including copying the manual or parts thereof, unless Koolmesh has granted such permissions in writing.

The Customer shall handle all information in relation to the App's and supporting documentation confidentially. The Customer undertakes to protect the App's and the documentation against disclosure to or use by third parties. The Customer also undertakes not to use any parts of the App or essential processes or ideas therefrom either directly or indirectly to produce their own software. Modification of

the App shall require the express written consent of Koolmesh.

Unless otherwise expressly indicated, Koolmesh has been exclusively granted all rights, in particular copyrights, to the App's. Customers shall be liable for all damage, loss and injury resulting from violation of these rights.

The license granted under this EULA shall authorize the Customer solely to use the licensed App version. If an update or upgrade of the Software Product is purchased, the EULA shall automatically cover this software update/upgrade too.

The Software Product may integrate various protection mechanisms for ensuring compliance with the licensing terms.

2 Intellectual property rights

All title and intellectual property rights in and to the App's (e.g. text, images, photographs, animations), and any copies the Customer is permitted to make herein are owned by Koolmesh. All title and intellectual property rights in and to the content which may be accessed through use of the Software Product is the property of Customer. All rights not expressly granted are reserved by Koolmesh.

3 Redistributable components

The App's produced by Koolmesh, or parts thereof, are not redistributable. If an OEM version of our App is desired with customised content, please contact your Koolmesh sales representative.

The Customer shall not be entitled to distribute the object code of the redistributable components/runtime modules as a part of an own App, which

can be used to write software products. Moreover, the Customer shall not be permitted to include the runtime module of the App in separate runtime modules, e.g. for provision for other developers, either in source code or in compiled (e.g. as APK or EXE) or other form. If this is required, there is the option of a supplement to the EULA; please contact your Koolmesh sales representative for this purpose.

4 Warranty for Software Products

Koolmesh makes substantial efforts in quality assurance to achieve Stable App's across the operating system platforms, which are largely free of defects and bugs. Koolmesh shall however, draw the reader's attention to the fact that on the basis of the current state of the art, it is not possible to produce software which is entirely free of defects and bugs, especially in the case of upgrades to

operating system which are largely beyond our control.

As the App's are distributed as Freeware:

- The warranty is excluded to maximum permitted by Local laws

Warranty shall be excluded in the following cases

- For defects, malfunctions, damage or loss attributable to incorrect operation, hardware faults, operating system errors, non-compliance with data back-up regulations or other actions outside the scope of responsibility of Koolmesh;
- If the Customer denies Koolmesh the opportunity to investigate the cause of the defect reported;
- In the case of default in payment or non-compliance with other contractual obligations on the part of the Customer

which may be related to this EULA or other contractual commitments that exist between the Customer and Koolmesh.

The Customer shall not receive any guarantees in legal sense from Koolmesh unless this has been separately agreed in writing.

Information, technical data and specifications etc. contained in brochures, advertisements, documentation and similar publications are simply descriptions and do not include a warranty of the condition of the products. This also applies to pricing information or information on release of supplements and add-ons.

5 Liability

Subject to mandatory provisions of law, Koolmesh is only liable for damages from the App if evidence is provided of its intent

or gross negligence or in case of personal injuries. Liability for slight negligence, the compensation of resulting damages and financial losses, indirect or consequential damages, unrealized savings, interest losses and for damages from third-party claims against the client are excluded to the extent permitted by law.

In the event of non-compliance with any conditions for installation, operational set-up and use (e.g. included in operating instructions) or of violation of regulatory or official conditions of approval, any compensation for damages is excluded to the extent permitted by law.

6 Product modifications and back-up

Koolmesh reserves the right to make modifications to the product which do not impair general operability.

In order to avoid major damage or loss as the result of data loss, it is essential that the Customer make back-up copies at regular intervals.

7 Termination

Without prejudice to any other rights, Koolmesh may terminate this EULA if the Customer fails to comply with the terms and conditions of this EULA. In such event, the Customer must uninstall all copies of the App and all of its component parts. In case of the use of a cloud service, Koolmesh will give the Customer thirty (30) days to download his data from the cloud; after this period Koolmesh will close the Customer account.

8 Privacy Policy

Koolmesh consider the utmost importance to the protection and security of Customers data. Koolmesh undertake all

steps to protect the Customers privacy and to treat any given or saved data confidentially.

“Personal data” is any information about a person whose identity is known or identifiable. “Person concerned” is a specific or identifiable physical person whose data is used.

Koolmesh fully complies with the applicable legal data privacy rules. The data privacy guidelines of the United Kingdom and the national legislation derived therefrom shall apply to the storage, processing and use of personal data. The processing of data shall be based on statutory legitimation or on the consent of the person concerned.

Personal data will not be sold, lent, leased or passed on to third parties in any other

way without the consent of the Customer. Companies directly or indirectly affiliated with Koolmesh are not regarded as third parties. Koolmesh may, with agreement of the Customer, communicate personal data to outsourcing partners if they provide sufficient guarantee of the lawful and safe use of the data, and if they bind themselves by contract to comply with the principles of action as described herein. Koolmesh, however, reserve the right to communicate personal data to other companies within the scope of re-structuring or merger, provided they undertake to comply with the principles of action as described herein, and if they have their domicile either inside the United Kingdom or in a third country providing adequate data protection. To the extent the Customer has declared his or her consent to the data being processed, with said processing exceeding what is

required for contractual performance, the Customer may revoke such consent at any time.

Koolmesh further reserve the right to disclose personal data to third parties if Koolmesh is compelled to do so by law, judicial decision of a competent court, or an order of a competent public authority, or if Koolmesh is compelled by acts or omissions on part of the Customer to have Koolmesh rights, property or assets protected or enforced by the competent authorities.

The Software Product may use a “log-in”. Upon each call-up, access information will be saved in a log file, the so-called server log. The data set saved will contain the following information:

- Date and time
- IP address

- . Session ID
- . Mobile device type

Koolmesh will analyze these log files only in case of any abuse or for analytic purposes.

The Customer can contact Koolmesh regarding data privacy issue at info@koolmesh.com.

9 Concluding provisions

Place of venue is Manchester, United Kingdom. This EULA is exclusively governed by the laws of the United Kingdom.

Should any provisions in this EULA be invalid, the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended purpose.

Subsequent supplements or amendments to the EULA shall be put in writing. This shall also apply to any waiving of the written-form clause.

10 Data

Koolmesh and Hytronik Group are committed to protecting and respecting your privacy, and we'll only use your personal information to administer your account and to provide the products and services you requested from us. From time to time, we would like to contact you about our products and services, as well as other content that may be of interest to you. In order to provide you the consent requested, we need to store and process your personal data.