

Unafix.com Terms and Conditions

The following are the terms and conditions (the "Terms") for the use of the Unafix.com web site (the "Site"), and related material.

These terms only apply to the use of the Unafix Cloud Services ("Unafix Services") to the extent relevant. Unafix Cloud Services are subject to separate terms and conditions that you can find when registering an account for the Unafix Cloud Services OR upon request.

1. **General**

With each visit to the Site you signify your agreement to these Terms.

These Terms were last modified on August 31, 2022.

Unafix B.V. own the Unafix trade name, brand and trademark and website. Hereafter, Unafix means Unafix B.V.

Unafix Material is defined as any intellectual property, legal materials, documents, web pages, software, products, web links, email, information, or any other materials provided by or previously provided by Unafix or the Site, including any portion thereof.

If you do not wish to be bound by these Terms, you are not granted authority to use or access the Site or Unafix Material.

2. **Use of Unafix Material**

A. Generally

You agree not to use any Unafix Material for any purpose which is against any law in your jurisdiction or for any purpose which would not give full effect to the Terms even if that purpose is otherwise allowed under the Terms.

Subject to these Terms, if you are evaluating the Site strictly as a potential customer you are granted a license to evaluate the Site for that purpose only.

3. **Legal Advice, Information and Decision Making Responsibility**

Unafix is not a law firm and does not provide Legal Advice.

You agree that all decisions you make on legal matters are your full responsibility and you agree to retain legal counsel licensed to practice in your jurisdiction regarding any legal issue of enough importance to reasonably require it.

4. **Restrictions**

To the maximum extent allowable under applicable law, except as explicitly identified in these terms, you agree not to publish, re-publish, lend, license, give away, look at the software source code, modify the software source code, post to an Internet web site, or use in an automated system any Unafix Material nor will you utilize Unafix Material in any way for the creation of an automated system or website, nor will you allow or assist a third party to do so.

You agree to only use Unafix Material and the Site as a customer.

Licenses granted are subject to these Terms, and are non-exclusive, non-transferable, and revocable.

The rights granted under these Terms are granted to you only.

Unafix retains the right to prohibit organizations, groups, or individuals, or yourself from using its websites or Unafix Material or Unafix Services at its discretion.

5. **Assignment**

This agreement cannot be assigned.

6. **Intellectual Property**

All copyright, trade marks (including its distinguishing guise and/or trade dress), and other intellectual property rights (registered and unregistered) of Unafix Material belong to Unafix. Unafix reserves all of its rights in the Unafix Material. Nothing in the Terms grants you a right or licence to use any intellectual property rights owned or controlled by Unafix or any other third party except as expressly provided in these Terms.

LIMITED WARRANTIES

Except as expressly provided in these Terms, to the maximum extent permitted under applicable law, Unafix Material and Unafix Services are provided "as is" without any kind of warranty.

You accept full responsibility for determining whether Unafix Material and Unafix Services are suitable for any particular purpose.

Unafix does not authenticate users' signatures. Unafix does not authenticate users' identities. You accept full responsibility for determining whether a signature, user, company or individual is who they claim that they are.

Except as expressly provided in these Terms or where prohibited by law, we are not responsible for any loss, injury, claim, liability, damage, or consequential damage related to your use of Unafix Material and Unafix Services, or for inaccessibility of Unafix Material and Unafix Services whether from errors or omissions in the content of Unafix Material and Unafix Services

or any other linked sites or for any other reason. Use of Unafix Material and Unafix Services is at your own risk.

7. Maximum Liability

Except as expressly provided in these Terms or where prohibited by law, the maximum liability of Unafix is the amount paid to Unafix by the customer; however, where Unafix has provided a service, the maximum liability of Unafix for any Unafix Services is the portion of the amount paid to Unafix by the customer specifically for the Unafix Services as calculated by Unafix.

8. Terms and Headings

All of the Terms are valid regardless of the heading. To the maximum extent possible under law, the Terms take precedence over any conflicting Unafix Material should it be judicially found that the conflicting Unafix Material is legally relevant to this Agreement under law.

9. Indemnification

Except where prohibited by law, you agree to indemnify and hold Unafix, its directors, officers and employees, harmless from any actions, claims, losses, damages, liabilities and expenses including legal fees, asserted by any third party due to or arising out of your use of the Site or Unafix Material or Unafix Services.

10. Governing Law

Except where prohibited by law, the Terms are governed by the laws of the Netherlands. Except where prohibited by law, you irrevocably attorn to the exclusive jurisdiction of the courts of Groningen, Noord-Nederland, the Netherlands.

11. Class Action Waiver

You will not seek to have the dispute heard as a class action, private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. Arbitration or any other proceeding to resolve any dispute, in any forum, will be conducted solely on an individual basis and not combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

12. Modification of the Terms

Except that you must be informed in a reasonable manner regarding any pricing increase, Unafix may, in its sole discretion, change these Terms at any time. Other terms and conditions are only valid when signed in writing by an authorized Unafix officer.

13. Severability

If any term, covenant, condition or provision of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision is to be excluded to the extent of such invalidity or unenforceability and all other provisions will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable provision will be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision.

14. Waivers

No failure or delay, on the part of Unafix, in exercising any right or power under these Terms will operate as a waiver of such right or power.

15. Whole Agreement

Except as explicitly set forth in this agreement, these Terms, the pricing displayed on the Site, the Site's Disclaimer and if you have registered for Unafix Services the terms and conditions thereof constitute the whole agreement between you and Unafix notwithstanding any communication between you and Unafix, including telephone, email and online chat assistance, or announcements, newsletters or promotional materials from Unafix.