

Terms of Use

The terms for using your Kanbanize licence.

Terms of Use

(A) BUSINESSMAP Ltd. has developed computer software and visualized in the Web-site www.kanbanize.com;

(B) The CLIENT wishes to implement and use in his own business the software, developed by BMAP, and BMAP is willing to grant such rights to the CLIENT.

NOW, THEREFORE, the CLIENT agree as follows:

TERMS AND DEFINITIONS

Terms below shall have the following meanings:

1. "BMAP" means Businessmap Ltd., a company duly organized under the law of Bulgaria, registered in Bulgaria, having its registered address in Prostor Str., BL. 4, entrance A, 5th floor, 6400 Dimitrovgrad, Bulgaria, BG VAT number BG200509501.

2. "BMAP Marks" means the names, trademarks, trade names, drawings, logos and symbols which BMAP uses to promote and identify the Web-site, Software and any incorporated and derivative products which may be disclosed to the Client.

3. "BMAP Products" means the Software and other products of BMAP together with any products that are hereafter designed, developed or marketed by BMAP.

4. "Client" means any legal entity or natural person, which uses the Web-site and/or the Software.

5. "License" means the Software license granted to the Client by BMAP pursuant to these Terms of use.

6. "Terms of use" means these Terms of Use of the Software by the Client. These Terms of Use are considered as a contract between BMAP and the Client. By any act of use of the Web-site or the Software the Client declares to have accepted these Terms of Use. If BMAP and the Client have signed a License Agreement in writing, the Agreement shall prevail upon these Terms of Use.

7. "Party" means either BMAP or the Client.

8. "Parties" means both BMAP and the Client.

9. "Term" means the term set forth in these Terms of use.

10. "SaaS model" means a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted by BMAP. The Software is accessed by Clients via a web browser.

11. “Software” means computer software (Kanbanize SaaS), developed by BMAP, and BMAP visualized in the Web-site www.kanbanize.com.

12. “Third parties” means any other persons, organizations and authorities, besides BMAP and the Client.

13. “Web-site” means the web-based site www.kanbanize.com.

SCOPE OF LICENSE

1. Software description

BMAP provides a SaaS (Software as a Service) web-based application which by functionality implements a visual method for tasks management called KANBAN. The application supports accounts management with role-based permissions, creation of tasks, processing business rules, charts and reports functionality, project based structure, email notifications and a RESTful API interface for integration. The application runs on apache web server with installed PHP runtime as well as MySQL database server. Technologies that have been used include HTML, CSS, JavaScript, AJAX, Json, PHP, SQL, JQuery, CodeIgniter.

2. License Grant

During the Term BMAP hereby grants to the Client a nonexclusive, non-transferable right to use the Software for the Client's own internal business purposes based on a SaaS licensing and delivery model.

BMAP grants the right to use the Software, only under the terms and conditions, set forth in these Terms of use. By using the Web-site and the Software the Client declares to have accepted and obliges to comply with the Terms of use.

3. Restrictions

3.1. The Client shall have no right to:

a. Use the Software in any other manner except explicitly stipulated in these Terms of use;

b. Copy and install the Software in his own computer network or on other hardware;

c. Market, resell or sublicense the Software or any parts of it, unless otherwise agreed between the Parties in writing;

d. Reproduce, distribute, transmit or publish Software's functionality, specific information, process patterns and other valuable information, either with or without valuable consideration, in any form, format or method, including without limitation, by posting on the Internet;

e. Disclose to third parties or use in any other way, besides designated in these Terms of use, the Software, its parts, components and functionality principles;

f. Reproduce, copy and incorporate information/source code from the Software in other Software products or Software;

g. Otherwise offer the Software as part of a product or service for any commercial use or purpose, either with or without valuable consideration, unless otherwise agreed between the Parties in writing;

h. Require any delivery, installation or use of the Software on premises of the Client.

3.2. In any case of use, not explicitly granted to the Client in these terms of Use, regardless of the scope, term and conditions of the use, the Client shall owe BMAP a default payment to the amount of USD 20 000, together with a compensation to the amount of two times the consideration, received by the Client from any third parties in relation with the misuse of the Software.

4. Ownership

a. BMAP owns the Software, the functionality, model patterns and all intellectual property rights embodied therein.

b. BMAP retains all rights to use the Software and grants those rights to third parties at its own free will and its sole and absolute discretion.

c. The Client acknowledges that BMAP owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other Software, data, materials and background technology that BMAP may include in the Software.

d. BMAP owns all IP rights on the Web-site, its domain, its content, source code graphic and other elements.

e. With respect to user content, the data the Client enters (User Content) into or uses in connection with the Software is solely the property of the Client. BMAP and its successors, assigns, and third party service providers have no ownership interest in and have no license to use, reproduce, modify, own, create derivative works from, sublicense, distribute, publicly display, publicly perform, or otherwise exploit or use any such content provided by the Client or third parties to the Client.

5. Limitations

a. The Software is licensed, not sold, to the Client. The Client acknowledges that BMAP retains the entire right, title and interest in and to the Software and all associated intellectual property rights (including, without limitation, all copyrights) related to any item of the Software which BMAP provides to the Client. No title to or ownership of the Software, or any proprietary rights related to the Software, is transferred under or by virtue of these Terms of Use.

b. Where the Client provides the Software to its employees, the Client understands and will ensure that its employees and any third parties understand that the Software is provided for the Term only.

c. The Client shall not itself, or permit others to, download, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the Software, remove, obscure, or alter any copyright, trade secret, trademark, patent or other proprietary rights notice affixed to or displayed on the Web-site or in the Software. These limitations shall be applicable for the Web-site, the Software, as well as for any third-party software, which may be integrated in the Web-site or the Software.

d. The Client will use best efforts to advise BMAP on a timely basis, if the Client becomes aware of any unauthorized copying of the Software by its employees or any third party of the Client that is provided access to the Software by the Client and will use its best efforts to cooperate with BMAP to resolve the matter.

6. Term

a. The license shall be granted for an unlimited term.

b. The license shall be valid only until the Client pays in time the fees due and complies fully with these Terms of use and the other instructions and requirements of BMAP, given via the Software, the Web-site or in some other way.

c. After the expiration of the Term, the Client shall have none of the rights, granted with these Terms of Use.

d. After the expiration of the Term, the Software may no longer be functional and the Client shall have no right to claim any damages or any other compensation in relation with the termination of Software functionality.

e. In case of unauthorized use of the Software by the Client after BMAP has terminated Client's access to the Software, regardless of the scope, term and conditions of the use, the Client shall pay BMAP compensation to the amount of three times the annual fee for use, but no less than USD 20 000, regardless of any liability limitations, set in these Terms of Use.

7. Territory

a. The Client shall be entitled to access the Software from everywhere, within the explicit agreement that the Software hosting infrastructure is located in (US) East Coast Virginia or (EU) Ireland.

CLIENT OBLIGATIONS

1. The Client shall be responsible for the content, entered when using the Software, as well as for the activity performed through it. The Client is obliged not to use the Software or the Web-site in any manner that would violate the law or the rights of third parties.

2. The Client shall at all times comply with all applicable laws and regulations for the use of the Software and shall indemnify BMAP for any damages resulting from illegal practices that are executed in connection with or within the Software by any employee or agent of the Client.

3. The Client shall refrain from using or from claiming any rights in or to the names "Businessmap", "BMAP", "Kanbanize" or any other registered or unregistered trademark or trade name of BMAP for any purpose

4. The Client is obliged:

4.1. Not to fill, download, store, distribute, use, transmit or provide links to information, data, text, files, software, photo, video or audio materials, messages, as well as any other materials and content:

4.1.1 that are contrary to the law or violate the rights and freedom of man under the applicable Bulgarian and international acts, the EU law, the law of the country from which the Client is or the country from where he/she is offering the goods/services;

4.1.2 that are propagating discrimination, fascist, racist or other antidemocratic ideology;

4.1.3 that harm the reputation of others and call for violent change of the constitutionally established order, for committing a crime, for violence or incitement of racial, national, ethnic or religious hatred;

4.1.4 that violate material or moral rights of any third party, including copyright and their related rights;

4.1.5 that contain pornography, sexual violence, as well as links to websites with such content;

4.1.6 that contain computer viruses or other malicious code or software;

4.1.7 misleading and false sites for fraudulent purposes and illegally acquisition of information.

4.2 To comply with the applicable international law, EU law and the law of the country from which the Client is or the country from where he/she is offering the goods/services, these Terms of Use, the instructions on the Web-site and any additional instructions from BMAP, these Term of use and the rules of morality and good manners;

4.3 Not to interfere in the proper operation of the Software and the Web-site, including, but not only, to not hinder the access of third parties, to not make non-granted access, not to impair or hinder availability, reliability or quality of the Software to other users, etc.;

4.4 Not to use the Software for any activity without granted authorization/registration for this activity.

4.5 To notify immediately BMAP for every known case of violation done or found when using the Software, including employees of the Client or third parties;

5. The Client provides at its own expense the required computer equipment, operating systems, software and Internet access to use the Software.

6. When the Client has provided access to the Software to third parties for using and controlling it, the Client shall be responsible for the actions of these third parties as his own. The Client is responsible for the confidentiality of his data for access to his profiles (username and password) and accepts full responsibility for activities/actions performed via his profile.

BMAP OBLIGATIONS

1. If given remote access to the Client's local computer network, BMAP shall not use, for its own benefit or for the benefit of third parties, any data entered in the Software database by the Client, its employees or any third parties.

2. BMAP shall not be responsible for the activity, which is performed by the Client through the Software and the Website, as well as the content of correspondence and communication, which is led through them.

LICENSE AND SERVICE FEES

1. Fees

a. In full and complete consideration of the granted license and services hereunder, the Client shall pay to BMAP the fees set forth in the Web-site.

b. All fees are set without VAT. VAT shall be included if applicable.

c. The fee includes:

c.i. Initial Software user license according to selected fee plan;

c.ii. Software updates for the period of the Term according to a schedule, approved and applied by BMAP.

d. Amount of fees are valid for the respective billing cycle. BMAP has the right to increase or decrease the amount of fees at its own discretion. In case that BMAP decides to raise the amount of fees, BMAP shall do that after the expiry of all use terms, prepaid by the Client. After the expiry of the prepaid periods the Client shall have the option to continue using the Software at the new fee rates or to cease using the Software.

e. Fees shall be paid via bank transfer or with a credit card, according to the instructions in the Web-site.

2. Interest

a. Any amount not paid when due will be subject to finance charges at the rate of one half percent (0.5%) per day of delay from the date due until the date paid.

b. Payment of such finance charges will not excuse or cure the Client's breach or default for late payment.

3. The Client has the right to use the Software only until the fees are being paid properly and on time and the Client complies with its obligations.

WARRANTIES, COMPATIBILITY, REMEDIES, EXCLUSIONS

1. BMAP provides the Software as a service. The Client understands that it is the intent of BMAP to provide Software which is compatible with the current releases of operating systems and browsers on which the Software runs, as advised in these Terms of Use, on the Web-site and/or additionally specified by BMAP; however, BMAP hereby disclaims and excludes any representations or warranties that the Software is compatible with any operating system, computer platform or browsers which the Client may choose to use, except for those expressly advised by BMAP. BMAP further disclaims any warranty that the Software, including any future correction, modification, update, enhancement, new version or new release of the Software, will be made compatible with new releases of an operating system,

computer platforms and browsers within a specified amount of time, or at all.

2. The Client understands that the Software cannot and shall not be used in the event that (a) the Software is not properly used or configured due to some action, failure or limitation caused by the Client, its employees of the Client or third parties; (b) the Software has been subjected to illegal use by the Client, or the hardware upon which the Software is accessed is inoperable due to a failure of electric power, lack of internet connection or faulty environmental controls not within the control of BMAP; or (c) any person other than an authorized BMAP representative modifies the Software.

3. Any set up or support actions may be performed only by BMAP.

4. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY BMAP WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND ANY OTHER ITEMS OR SERVICES FURNISHED BY BMAP UNDER THESE TERMS OF USE. BMAP EXPRESSLY DISCLAIMS AND EXCLUDES AND THE CLIENT HEREBY WAIVES ALL OTHER WARRANTIES, OBLIGATIONS, LIABILITIES OF BMAP AND RIGHTS AND REMEDIES OF THE CLIENT, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE REGARDING ANY OF THE FOREGOING INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE

OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BMAP DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL MEET THE CLIENT'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

5. Limitation of Liability

In any case the direct damages for either party are limited to the total amount of fees paid for subscription license for the current year. Neither BMAP, nor the Client shall be liable to each other for any indirect, consequential, incidental, special (including multiple or punitive) or other indirect damages that are claimed to be incurred by the other Party whether such claim arises under contract, tort, (including strict liability), lost profits, lost data, business interruption, loss of business reputation or goodwill, even if the party has been advised of the possibility of such damages or any other theory of law. In any case BMAP shall not be liable for any damages of any sort, if such damages result from actions or omissions of third parties, which are not under the control of BMAP.

6. BMAP shall not be liable for:

- a. Destruction or loss of data owned by the Client for reasons beyond the control of BMAP;
- b. Inability of the Customer to use the Software, due to reasons beyond the control of BMAP;

c. Claims made by third parties against the Client in regard with the use of the Software be the Client;

d. Loss of data, damages or future earnings due to untimely payment for the Software by the Client;

e. If the Client cannot get access due to problems beyond the control of BMAP (hardware problem, software problem, a problem with Internet connectivity, etc.).

7. BMAP shall not be obliged to monitor the information, which the Client stores, or to check, if it complies with current legislation, violates the rights of third parties or the regulations of these Terms of Use.

8. BMAP shall not be responsible for stored, distributed, used, transmitted information, data, text, files, software, photo materials, video materials, audio materials, messages, links, references and any other materials and content, stored by the Client or any of its employees, as well as for the activity of the Client or any of its employees, performed with the Software.

9. BMAP shall not be responsible for any damages or loss of profits by the Client as a consequence of the termination, suspension, modification or limitation of the Software or the Services, as well as for removal of materials or content in cases that the Client has failed to fulfil its obligations.

10. BMAP shall not be responsible for not providing services in case of non-payment of sums due within the relevant deadline by the Client, in case of

non-adherence to the guidelines and the technological requirements for use of the Software, in case of improper handling of the Software, as well as a result of tests performed by BMAP to check the Software, connections, networks, etc., as well as tests aimed at improving or optimizing the Software.

11. BMAP may include in the provided services other services, provided by third parties. The provider can't be and is not responsible for the quality of the services provided by third parties and is not responsible for any damage to the Client due to problems with the services from these third parties.

12. BMAP has the right, without being liable for any damages or future earnings, to suspend or terminate Clients access to the Software in case that the Client uses it for violation of laws, violation of rights of third parties or of these Terms of Use.

DATA PROCESSING ADDENDUM

The Data Processing Addendum provided by BMAP is an inseparable part of these terms. For the purposes of ease of use and brevity, it is provided as a separate document, which can be accessed through the hyperlink in the previous sentence. By accepting the Terms of Use, the Client declares to have read and accepted the Data Processing Addendum and the Data

Processing Addendum is considered a part of the contract between BMAP and the Client.

PERSONAL DATA PROTECTION

~~1. BMAP is a legitimate administrator of personal data, duly registered under the Bulgarian Law on Protection of Personal Data. BMAP is therefore~~1. BMAP
is obliged to exercise reasonable care to protect the personal data of the Client and not to distribute, sell or provide to third parties the personal data of the Client, unless sharing data is required for the execution of these Terms of use, by a competent authority or required by law.

2. The Client understands and accepts that the Software collects some personal data from its users. The personal data collected and the purposes for collection, use and transfer of personal data, is described in the Privacy Policy document, published on the Website kanbanize.com, as it may change from time to time, depending on the scope of services, provided by BMAP.

3. The Client confirms to have provided voluntarily to BMAP any personal data, connected to the signing and the execution of these Terms of use, and gives the permission to BMAP for collecting, processing and storage of personal data, as well as transfer of this data, when this is necessary for providing the services by BMAP or when it is demanded by applicable law.

4. The Client shall be responsible for entering somebody else's personal data without due authorization.

5. The Client shall be obliged to obtain the explicit agreement of all third parties, whose personal data is entered by the Client or in any way affected by the use of the Software by the Client, for gathering, processing and storage of their personal data (if any) and to perform the necessary registrations and other activities, in order to legally collect, process, and store such data (if such are required by law). The Client is responsible for the way he collects, processes and stores the personal data of third parties, as well as for the consents and permissions the Client gives on behalf of third parties.

6. The content, which the Client enters into Kanbanize.com, including Private User Content, is property of the Client and his sole responsibility.

7. The Client agrees that BMAP may collect email addresses for authentication purposes and add them to BMAP mailing list to send updates about new releases and developments through BMAP monthly newsletter. If at any time the Client or any of its employees would like to unsubscribe from receiving future emails, he or she must follow the instructions on how to unsubscribe at the bottom of BMAP emails.

8. The Client agrees that BMAP may monitor and analyse cumulative, not individual behaviour via the Web-site. BMAP may then use the cumulative

data to improve the Website, the Software and the overall BMAP customer service.

9. The Client agrees that BMAP may use Cookies on the Website and collects information about the preferences and interests of the visitors and to analyse cumulative data about the people browsing the Website.

10. Although BMAP will take all reasonable precautions to keep personal data safe and secure, BMAP shall not be liable for extraneous circumstances such as theft, communication errors or tampering.

11. The Client agrees that BMAP will be free to change and integrate any services in the Software, including services provided by third parties. If such change or integration demands transfer of personal data to third parties, BMAP shall notify the administrator of the Client's account (who shall be appointed and authorized by the Client) by showing a message within the Software. The administrator shall be given the opportunity to accept or deny the new service/functionality of the Software, as well as the transfer of personal data, if required. If the administrator accepts the new service/functionality and gives his/her consent for the transfer, it shall be considered that the Client has given his consent for the transfer on behalf of all third parties, whose personal data is affected. Personal data shall be then transferred only after and if BMAP has received the consent of the Client through his account administrator as described above. The consent of the Client shall be valid for all personal data, entered by the Client in the

Software, including personal data of third parties. It shall be the Client's responsibility to acquire the consent of such third parties on the transfer. The Client acknowledges that BMAP does not control the content, entered by the Client and has no contact with any third parties, whose personal data the Client may enter in the software. If the third party is not situated in the EU, the rules for personal data transfer shall also apply. If the Client objects to such transfer, the Client shall not be able to use those new/integrated services/functionality.

12. Even if the Client has not objected initially to the transfer, the Client may at all times inform in writing BMAP that he/she does not want his personal data to be transferred any more to third parties in case of new service integration and BMAP shall not transfer in the future such data after the date on which BMAP has received the communication from the Client. However, if the Client has initially accepted such transfer and has not later on informed BMAP in writing about his/her objection, it shall be considered that the Client has given his consent for data transfers until the date of the objection. If the Client objects to such transfer, the Client shall not be able to use those new/integrated services/functionality anymore.

PERSONAL DATA TRANSFER

1. The Client understands and agrees that the Software hosting infrastructure is located in (US) East Coast Virginia or (EU) Ireland.

2. The Client understands and agrees that at initial registration the Client shall be automatically directed to the hosting infrastructure, located in the USA, outside the EU.

3. The Client hereby gives his explicit and unambiguous consent that his data may be transferred and stored on the territory of the USA.

4. If the Client shall enter or store any personal data, protected by the EU legislation (including but not limited to Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and any other applicable legislation), the Client gives his unambiguous consent that such data may be transferred and stored on the territory of the USA.

5. The Client shall be also responsible to obtain the unambiguous preliminary consent by any of its employees, agents or third parties, whose data the Client may enter or store in the Software, that their data may be transferred and stored on the territory of the USA.

6. The Client acknowledges that BMAP does not control the content, entered by the Client, and has no knowledge that the Client may enter third parties' personal data in the Software, also BMAP has no contact with such third

parties, whose personal data the Client may enter in the Software. Therefore the Client accepts that it shall be the Client's sole responsibility to take the necessary measures for protection of personal data, entered or stored by the Client in the Software, according to applicable law.

7. The Client understands that the USA may be considered as a third country lacking adequate protection and shall be responsible for forwarding this information to any third parties, whose information the Client may enter or store in the Software.

8. The Client shall be liable and hold BMAP harmless against any claims by third parties and shall compensate BMAP for any penalties by competent authorities, compensations or expenses, paid or imposed in connection with the failure of the Client to provide such unambiguous consent and measures for protection of personal data as described above.

9. If the Client wishes that his data and the data of any third party, which may be entered during the use of the Software, will not be transferred and stored on the territory of the USA any more, the Client shall inform BMAP and BMAP shall take the necessary steps to direct the hosting of the Client to Ireland (EU). The Client understands that such an amendment may cause temporary lack of service (for a period up to 24 hours) and BMAP shall not be liable for any damages or lost profits of the Client during this period.

INDEMNIFICATIONS

1. The Client shall defend, indemnify, and hold harmless BMAP, from and against any claims, suits, liabilities, losses, fines, penalties, damages and expenses arising from (a) any acts or omissions of BMAP or its agents or contractors in connection with these Terms of use, which are not explicitly entered as BMAP obligations, including, without limitation, where such Software does not meet the Client's manifested needs; (b) any claim that the Software infringes any patent, copyright, trademark or other proprietary right of any third party to the extent the such infringement arises from (i) alterations of the Software by the Client or any third party, (ii) Software modified by BMAP for the Client in accordance with Client's specifications or requests.

PROPRIETARY RIGHTS

1. The entire content on the Web-site, including all published texts, images, photographs, videos, articles, program code are copyrighted. They belong to BMAP. The Client should not copy, store, process, publish, distribute in initial or processed form, or use in any other way texts, images, or other items contained within the Web-site. The Client is not entitled to access the source code of the Software and the Web-site and has no right to copy or modify it in any way. Any attempt by the Client for accessing, copying or changing the

program code of the platform is considered as a violation of these Terms of Use and the rights of BMAP. The Client shall ensure the agreement of its employees to respect copyrights and other intellectual property rights of BMAP.

2. The Client shall be only entitled to use the Software, as long as the Client pays monthly or annual subscription or until the termination of the service by BMAP subject to these Terms of Use.

3. BMAP retains the rights to the Software and the Web-site, including the rights to market, license, make, reproduce, use, distribute and otherwise deal with the Software and the Web-site.

4. BMAP retains title to and ownership of the Software and all associated patent, copyright, trademark, trade secret and other intellectual property and proprietary rights and no title to or ownership of any or all of the same is transferred to the Client under these Terms of Use.

5. Nothing in these Terms of use shall grant, or shall be construed as granting to the Client any rights (except for the Software license, specifically granted under the Terms of use) or legal interest in any patents, copyrights, trade secrets, technical data, know-how, logos, trademarks, trade names, BMAP Marks or other proprietary rights owned, used or claimed, now or in the future, by BMAP or any subsidiary or affiliate companies. BMAP reserves all such rights but grants to the Client a nonexclusive right during the Term to

use the Software solely in accordance with such usage guidelines and product quality and other standards issued from time to time by BMAP, provided that BMAP's ownership is acknowledged.

6. The Client shall obtain BMAP's prior written consent to using any BMAP Mark in any advertising and promotional material it generates.

7. The Client shall not alter, remove, deface or obscure any notice of BMAP Mark, patent, copyright, proprietary right or trade secret on the Software and shall not add to the Software and Documentation any other trademark. Any goodwill arising out of the Client's use of any of the BMAP Marks hereunder will inure solely to the benefit of BMAP.

8. BMAP may give directions concerning the use of BMAP's trademarks, trade names and other symbols and the Client undertakes to follow such directions at all times. The Client's right to use BMAP's trademarks, trade names and other symbols, if granted by BMAP, will cease immediately upon the expiration or termination, for any reason, of the use of the Software.

9. The Client shall give a written notice to BMAP of any knowledge that may come to the Client concerning infringement of the trademarks or any other industrial and/or intellectual property rights of BMAP that comes into the Client's attention. In the event of any such infringement BMAP may prosecute any action necessary to terminate such infringement.

TERMINATION

1. Termination conditions

a. Either Party may terminate the use of the Software at any time without cause upon fourteen (14) days' prior written notice to the other Party.

b. If the Client fails to properly perform any of the obligations set forth in the Terms of Use, BMAP may terminate the use of the Software immediately upon written notice to the Client.

c. Either Party may terminate the use of the Software immediately upon notice if the other Party is or becomes insolvent, or files or suffers the filing against it of any petition in bankruptcy or other law for the protection of debtors.

2. Effect of Termination

Upon expiration or termination of the Term, all rights and obligations of the parties shall cease, except that the Client shall not be relieved of its obligations to pay BMAP any money due or to become due as of the date of expiration or termination.

3. Termination of use of the Software will immediately terminate the rights of the Client to use the Software after such termination.

4. Upon termination all of the following shall apply:

a. The Client shall immediately cease use of the Software.

b. All amounts payable or accrued to BMAP shall become immediately due and payable.

c. In the event that the use of the Software is terminated by BMAP without cause prior to the expiration of the Term, the total Fees paid by the Client will be prorated for the remaining months of the Term and the prorated amount shall be refunded to the Client. No refund shall be due, if BMAP has terminated the use of the Software due to a failure of the Client to properly perform any of the obligations set forth in the Terms of Use or if the Client has terminated the use of the Software without cause.

5. Acknowledgement

Any expiration or termination will be final and absolute. The Client waives any right, either express or implied by applicable law or otherwise, to renew the use of the Software, unless agreed to in writing by both Parties hereto, or for any damages or compensation directly related to any expiration or termination of the use of the Software.

FORCE MAJEURE

1. Neither Party shall be liable to the other for any delay or non - performance of its obligations hereunder in the event and to the extent that such delay or non - performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the control of the Party which occur after the

date of accepting these Terms of use by the Client and which were not reasonably foreseeable at the time of accepting the Terms of use by the Client and whose effects are not capable of being overcome without unreasonable expense and /or loss of time to the Party concerned. Events of Force Majeure will include (without being limited to) war, civil unrest, strikes, lockouts and other general labour disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages of energy.

2. If either Party is affected by Force Majeure it will as soon as reasonably practical notify the other Party in writing, and take all reasonable steps to mitigate the effect of the Force Majeure. If an event of Force Majeure results in delay or non-performance of a Party for a period of three (3) months or longer, then either Party shall have the right to terminate the use of the Software with immediate effect without liability towards the other Party.

CONFIDENTIALITY

1. Neither Party shall disclose to third parties nor use for any purpose other than for the proper fulfilment of its obligations any technical, financial or commercial information ("Confidential Information") received from the other

Party in whatever form under or in connection with the use of the Software without the prior express written permission of the disclosing Party.

2. The above obligations shall not apply to Confidential Information which:

a. was required by a competent authority or should be provided by the virtue of the law;

b. was in the possession of the receiving Party prior to disclosure hereunder;

c. was in the public domain at the time of disclosure or becomes part of the public domain without breach of the confidentiality obligations herein contained;

d. was disclosed by a third party without breach of any obligation of confidentiality owed to the disclosing Party; or

e. was independently developed by personnel of the receiving Party having no access to the Confidential Information.

3. The provisions of this Clause shall bind the parties for a period of three (3) years from the date of disclosure of any item of the Confidential Information regardless of any earlier termination, expiry or fulfilment of the use of the Software.

4. The Client shall be obliged to provide confidentiality in respect of the Software's source code and all its elements, methods of operation and

functionality without any limitation in time and regardless of any termination of the use of the Software.

5. The Client shall at all times protect and preserve the confidentiality of all proprietary technology, software, engineering data, schematics, and product designs, and all non-public business, financial, or marketing plans or information. No reproduction, use or disclosure of any such information shall be permitted without the prior written consent of BMAP in each instance.

6. The Client shall further assure that its personnel comply fully with such obligations of confidentiality.

ACKNOWLEDGEMENTS

1. The Client hereby acknowledges that they understand and accept the terms and conditions of each of the covenants set out in these Terms of Use and has entered into the same voluntarily and with full knowledge of the effect of such provisions and agree that the same are reasonable and shall be binding upon him in all circumstances.

NON-CONTRAVENTION

1. The Client declares that use of the Software by him does not and will not violate any law, order, judgment or decree.

REPRESENTATIONS

1. The Client represents and warrants to BMAP that he has the necessary capacity to accept and fulfill these Terms of use and to perform each and every one of the obligations assumed by virtue of the same, in such a way that the obligations arising from the Terms of use and of any other in the execution of the same are valid and binding for the Client and enforceable against the same.

NOTICES

1. All notices in connection with these Terms of use will be in writing and may be delivered by courier or e-mail addressed to the other Party at its address set forth below, or to such other address as it will designate by like notice to the other Party. Notices, sent via email, shall be considered delivered, if the addressee has answered to the notice or has acknowledged its receiving.

The effective date of any such notice will be the date on which it is received

by the addressee. a. Notices to BMAP: a.i. Address: Akad. Metodi Popov Str.

24A, Sofia, 1113, Bulgaria a.ii. Email address: office@kanbanize.com; a.iii.

Contact person: Mr. Hristo Stalev. b. Notices to the Client: as indicated in the registration form of the Client.

ASSIGNMENT

1. The Client shall not assign or transfer the use of the Software or any interest or right hereunder, or subcontract or delegate the performance of any of its obligations hereunder to any third party, without the prior written consent of BMAP, which consent may be withheld in BMAP's sole discretion.

MODIFICATIONS

1. These Terms of Use may be amended from time to time by BMAP. BMAP shall notify the Client for the amendments in the Terms of use.

SEVERABILITY

1. Whenever possible each provision of these Terms of Use shall be interpreted in such manner as to be effective and valid under applicable law.

2. If any portion of these Terms of Use is specifically determined by a court of competent jurisdiction to be invalid or unenforceable, such provision, to the extent that it shall be invalid or unenforceable, shall be considered separate and severable from the Terms of Use and any portion of such document or provision to the extent that it shall not be invalid or unenforceable shall not be affected and shall be valid and may be enforced to the full extent permitted by law.

INDEPENDENT CONTRACTOR

1. The Client is an independent contractor and not an agent, employee, franchisee or partner of BMAP.
2. The Client does not have any authority to, and will not, create or assume any obligation, express or implied, on behalf of BMAP.
3. Nothing contained in the Terms of use is intended to create, or does create, a joint venture or partnership or any other relationship between the Parties hereto other than the relationship of independent contractor between the Parties.

DISPUTE SETTLEMENT AND APPLICABLE LAW

1. All unsettled matters and disputes shall be governed and settled by the laws of Republic of Bulgaria.
2. The Parties shall attempt to resolve any dispute arising out of or in connection with these Terms of use amicably, by mutual agreement. Any dispute, controversy or claim will be finally settled by arbitration at the Arbitration court of the Bulgarian chamber of commerce and industry in Sofia according to its Rules of arbitration. The language of proceedings will be Bulgarian.

LANGUAGE

1. All documents to be furnished or communications to be given or made under these Terms of use will be in English or, if in another language, be accompanied by a certified translation into English which translation will be the governing version between the parties.

HEADINGS

1. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect these Terms of Use.

CHANGES

1. These Terms of use may be amended from time to time. BMAP may inform the Client for the changes made in a way, considered appropriate by BMAP, including through the interface of the Software. If the Client does not agree with the amendments, he must inform BMAP within three days of the notification, otherwise the changes shall be considered accepted and obligatory.

