

RUBEAN End-User License Agreement (EULA)

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Please read this End-User License Agreement carefully before clicking the "I Agree" button for downloading or using PhonePOS.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

- **Agreement** means this End-User License Agreement that forms the entire agreement between You and RUBEAN regarding the use of the Application.
- **Application** means the software program provided by RUBEAN downloaded by You through an Application Store's account to a Device, named *PhonePOS*.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) by which the Application has been downloaded to your Device.
- **Company** (referred to as either "RUBEAN", "We", "Us" or "Our" in this Agreement) refers to Rubean AG, Kistlerhofstr. 168.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: Germany
- **Device** means any device that can access the Application such as a computer, a cellphone, mobile phone or a digital tablet.
- **Family Sharing / Family Group** permits You to share applications downloaded through the Application Store with other family members by allowing them to view and download each others' eligible Applications to their associated Devices.
- **Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.
- **You** means the individual accessing or using the Application or RUBEAN, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Acknowledgment

By using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not use the Application.

This Agreement is a legal document between You and RUBEAN and it governs your use of the Application made available to You by RUBEAN.

Since the Application can be accessed and used by other users via, for example, Family Sharing / Family Group or volume purchasing, the use of the Application by those users is expressly subject to this Agreement.

The Application is licensed, not sold, to You by RUBEAN for use strictly in accordance with the terms of this Agreement.

Application Store

This Agreement is between You and RUBEAN only and not with the Application Store. Therefore, RUBEAN is solely responsible for the Application and its content. Although the Application Store is not a party to this Agreement, it has the right to enforce it against You as a third-party beneficiary relating to your use of the Application.

You may only use the Application as permitted by the Application Store's terms and conditions.

You expressly understand and agree that the Application Store, its subsidiaries and affiliates, and its licensors shall not be liable to You under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by You, including any loss of data, whether or not the Application Store or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

License

Scope of License

RUBEAN grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

You may only use the Application on a Device that You own or control.

The license that is granted to You by RUBEAN is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third-party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of RUBEAN or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of RUBEAN.

RUBEAN shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to the Application. To the extent RUBEAN is required to provide indemnification by applicable law, RUBEAN shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third-party intellectual property rights.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to RUBEAN with respect to the Application shall remain the sole and exclusive property of RUBEAN.

RUBEAN shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

Modifications to the Application

RUBEAN reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Updates to the Application

RUBEAN may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that RUBEAN has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Maintenance and Support

RUBEAN does not provide any maintenance or support for the download and use of the Application. To the extent that any maintenance or support is required by applicable law, RUBEAN shall be obligated to furnish any such maintenance or support.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services, like Electronic Cash Register applications or bank applications which integrate with PhonePOS.

You acknowledge and agree that RUBEAN shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. RUBEAN does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by You or RUBEAN. RUBEAN may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from RUBEAN, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of RUBEAN's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold RUBEAN and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third-party.

No Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, RUBEAN, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, RUBEAN provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither RUBEAN nor any of RUBEAN's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of RUBEAN are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, RUBEAN shall be solely responsible for such warranty.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of RUBEAN and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application.

To the maximum extent permitted by applicable law, in no event shall RUBEAN or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if RUBEAN or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Product Claims

RUBEAN does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, RUBEAN is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

Changes to this Agreement

RUBEAN reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of RUBEAN.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Governing Law

The laws of Germany, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

Entire Agreement

The Agreement constitutes the entire agreement between You and RUBEAN regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and RUBEAN.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which RUBEAN will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

- By email: support@rubean.com