

# DATAWARRIOR



## TERMS AND CONDITIONS FOR PURCHASING SOFTWARE

1. Introduction
  - 1.1 These terms and conditions ("Terms") govern the purchase and use of 4TRESS software ("Software") directly from our website ("Website"). By placing an order and using the Software, you agree to be bound by these Terms.
  
2. License
  - 2.1 Upon completion of payment, we grant you a non-exclusive, non-transferable license to use the Software for personal or internal business purposes, subject to these Terms and any specific restrictions provided with the Software.
  - 2.2 You have full control over how many visible workloads you have ingested activities for with 4Tress and will be billed according to this usage. Information on how to control this can be found in our downloadable "4TRESS onboarding" document.
  
3. Payment and Pricing
  - 3.1 All prices for the Software are listed on the Acronis integration portal and during our onboarding process. Prices are exclusive of any applicable taxes unless otherwise stated.
  - 3.2 Payment for the Software is made on invoice, which is subject to change at a later stage. Failure to pay within 7 days of invoice will result in termination of access to the portal and potential legal action.
  
4. Delivery and Access
  - 4.1 Upon successful completion of sign-up through the Acronis portal or 4TRESS website, access will be granted immediately via username and password.,
  
5. Intellectual Property Rights
  - 5.1 The Software and all intellectual property rights associated with it are owned by DataWarrior

or our licensors. You acknowledge that no ownership or intellectual property rights are transferred to you, except for the limited license granted under these Terms.

5.2 You agree not to reproduce, modify, distribute, sell, lease, or create derivative works based on the Software without our prior written consent.

## 6. Warranty and Disclaimer

6.1 We make no warranties or representations regarding the functionality, performance, or suitability of the Software for your specific purposes. The Software is provided "as is" and "as available" without any warranty of any kind, whether express or implied.

6.2 We do not guarantee uninterrupted or error-free access to the Software or the Website. You acknowledge that temporary interruptions or errors may occur, and we shall not be liable for any loss or damage arising from such interruptions or errors.

## 7. Limitation of Liability

7.1 To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the purchase, download, or use of the Software, including but not limited to loss of data, profits, or business interruption.

7.2 Our total liability under these Terms, whether in contract, tort, or otherwise, shall be limited to the amount you paid for the Software.

## 8. Termination

8.1 We may terminate your access and license to use the Software if you breach these Terms. Upon termination, you must immediately cease using the Software

## 9. Billing.

9.1 By providing 4TRESS with a payment method, you: (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize 4TRESS to charge you for any Software purchase and sign up for or use. You will promptly update your account whenever there is a change to your account information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed in connection with your transactions. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) subject to applicable law, on a recurring basis for subscriptions. Also, for 4TRESS Subscription Services and Third-Party Subscription Services billed through DataWarrior, we may charge you up to the amount you have approved, and we will notify you in advance and in accordance with the terms of your subscription of any change in the amount to be charged for recurring subscriptions. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

10. Subscription Based Software and Services: Recurring Billing; Automatic Renewal.

- 10.1 The following terms and conditions in this Section of these Terms of Sale apply: Subject to applicable law, when you make a purchase on a subscription basis, you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to DataWarrior by the method you have chosen at the recurring intervals agreed to by you, until the subscription is terminated by you or by DataWarrior or otherwise in accordance with its terms. By authorizing recurring payments, you authorize DataWarrior to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, “Electronic Payments”). Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, DataWarrior or its service providers or Distributors reserve the right to collect any applicable return item, rejection or other fees as permitted by applicable law.
- 10.2 If you are taking part in any trial-period offer, you must cancel the service by the end of the trial period to avoid incurring new charges unless we notify you otherwise. Subject to applicable law, if you do not cancel the service at the end of the trial period, you authorize us to charge your payment method for the Software or Service.
- 10.3 Provided that automatic renewals are allowed in your country, region, province/territory, or state, you may choose for certain Software to automatically renew at the end of a fixed service period. If you elect to automatically renew your Software or Service, we may automatically renew the term of the Software or Service at the end of the current service period and charge you the then-current price for the renewal term, unless you choose to cancel the Software or Service as described below. We will bill your chosen payment method for the renewal, whether it was on file on the renewal date or provided later. You may cancel the Software or Service prior to the renewal date to avoid being billed for the renewal. If you cancel an automatic renewal Software after the renewal date, we will fulfill the Software or Service through the end of the renewal term, and you will not be automatically charged again for that Software or Service. We will notify you in advance and in accordance with the terms of your subscription of any change in the amount to be charged for recurring subscriptions.
11. Software Availability
- 11.1 Software prices and availability are subject to change at any time and without notice. DataWarrior may place a limit on the quantities that may be purchased per order, per account, per credit card, or per person.
- 11.2 DataWarrior reserves the right to refuse, reject, cancel, terminate or not to process any order (including accepted orders) at any time, refunding you any monies you have paid for the order, for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered Software is not available, where the price or other material information on the site is inaccurate or for other errors. In the event of pricing or other errors, we may, in our discretion, either (a) cancel your order or purchase or (b) contact you for instructions. In the event of cancellation, your access to any associated Digital Content will be disabled.

12. General

- 12.1 These Terms constitute the entire agreement between you and us regarding the purchase and use of the Software and supersede any prior agreements or understandings.
- 12.2 These Terms shall be governed by and construed in accordance with the laws of Portugal. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Portugal.