Ublion Terms of Service

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Welcome to Ublion's AxxilaHQ!! These Terms of Service (Terms) are about your use of and access to our services and websites (Services).

By using our AxxilaHQ Services, You agree that you are bound by this underlying Terms of service (Terms), our General Terms and Conditions, our Cookie Policy, our Privacy Policy, our Fair Use Policy and our Processor Agreement. These are all available on www.axxilahq.com.

AxxilaHQ Service

● AxxilaHQ activates an Account and provides the Customer with the login information for that Account. The Account entitles you to access an Online Portal, compute /node and API.

● With regard to the right of use, only Named Users may use the Service.

● Unless otherwise agreed in writing, the following prohibitions apply to the non-exclusive right of use: A) the Customer may not grant a sub-license with regard to his right to use the Service;
1. the Customer may not grant access to the Service to unauthorized persons;
2. the Client may not publish or reproduce parts of the Service unless written permission has been granted by AxxilaHQ.

● The Client makes all reasonable efforts, including taking reasonable security measures regarding the access data for the Account, to prevent unauthorized persons from gaining access to the Service.

● AxxilaHQ may set further conditions for the use of the Service in an Acceptable Use Policy. The Client ensures that all persons who use the Service with the Client's consent or through an Account adhere to this Policy.

● The Customer may not use the Service in a manner that causes or may cause damage to the Platform or that leads to a reduction in the availability or accessibility of the

Service

● The Customer may not use the Service:a) in a way that is illegal, illegal, fraudulent or harmful; and / or b) in connection with unlawful, illegal, fraudulent or harmful purposes or activities.

● The Customer is not entitled to access the software code (including the object code, the intermediate code and the source code) of the Platform, not during the term of this Agreement and not thereafter.

Compensation

● Customer shall pay Ublion for the AxxilaHQ Service the agreed fee.

● Customer will provide AxxilaHQ with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Ublion. If Customer provides credit card information to Ublion, Customer authorizes Ublion to charge such credit card for all subscribed Services customer for the initial subscription term and any renewal subscription term(s) as set forth. Such charges shall be made in advance, either monthly or annually or in accordance with any different billing frequency agreed.

● If the service specifies that payment will be by a method other than a credit card, Ublion will invoice Customer in advance and otherwise in accordance with the relevant service.

Term

● This Agreement takes effect on the date of creation of a purchased edition.

● The term of the agreement is as agreed for the service.

● Quota refreshes upon renewal.

Suspension of service

● Ublion may suspend the AxxilaHQ Services: (a) if Ublion deems it necessary to prevent or terminate any Prohibited Use; or (b) upon notice to Customer if: (i) Customer commits a material breach of this Agreement; or (ii) if Ublion receives credible notice from a third party or agency that Customer is in material breach of the Agreement.

● Suspension of Services shall be without prejudice to any rights or liabilities accruing prior to or during the suspension, including Customer's obligation to pay fees.

● Ublion may temporarily suspend the Services for maintenance purposes. Ublion will use commercially reasonable efforts to minimize any such disruption of Services. Upon suspension for any reason, Ublion will provide

Customer with written notice specifying the reason for the suspension. Customer will not be entitled to any Service Credits under the Service Level Agreement that Customer might have otherwise accrued during the suspension period.

Support /Help desk

● Ublion makes a help desk available to the Customer for Support AxxilaHQ Services.

● To contact the help desk, the Customer can email, fill out a web form or make a phone call. For more information, please refer to the website.

Maintenance

● If Ublion issues Updates or Upgrades, it will announce this to the customer in advance when there is a chance that this will affect the availability of the Service.

● Ublion is in no way obliged to release Upgrades with regard to new, that is, functionalities that have not been agreed upon.

Customer's details

● Ublion has the right to copy, reproduce, store, distribute, publish, export, adapt, edit and translate data of the Customer with due observance of the provisions of the Processor Agreement, insofar as this is reasonably possible. necessary for the fulfillment of obligations and the exercise of rights under this Agreement.

● The Client guarantees Ublion that with its data: (a) no legal provisions, rules or regulations are violated; (b) no infringement is made of the intellectual property rights or other legal rights of anyone.

Backups

● Ublion is a clustered environment, data is continuously available and synchronized between different data centers. Data is stored in a secure manner, all in accordance with the agreements in the Service Level Agreement as part of the General Terms and Conditions.

● Ublion is not liable to the Customer with regard to loss or damage of data sent or stored by the Customer on its local server or uploaded by the Customer to its local server.

Protection of Personal Data of the Customer

● Ublion is a processor within the meaning of the General Data Protection Regulation.
● Ublion will only (a) process the Personal Data of the Customer in accordance

with the Customer's instructions; (b) technical and organizational protection by taking appropriate measures against unlawful and unauthorized processing and against loss or damage; and not pass it on to countries outside the European Union without the prior written consent of the Customer.

● Parties agree in the processing agreement that is available on www.axxilahq.com further conditions that apply to the processing of Personal Data of the Customer by Ublion.

Security

● Ublion makes all reasonable efforts to protect the Platform against viruses, worms, Trojans, ransomware, spyware, adware and other harmful software programs.

Outsourcing to third parties

● Ublion remains responsible towards the Client for the fulfillment of the outsourced obligations.
Guarantees and liability

● The Client accepts that complex software is never completely free of defects, errors and bugs; Ublion does not guarantee that the Service will be free from defects, errors, bugs or malfunctions at all times.

● The Client accepts that complex software is never completely free of security problems; Ublion also declares that the Service will be completely secured at all times.

● The Client accepts that the Platform is only intended to be compatible with the software and systems described on the Ublion website; and Ublion does not warrant or represent that the Platform will be compatible with other software or systems.

● The total liability of Ublion is included in the General Terms and Conditions.

General

● This Agreement is concluded on the date that the Client activates an Account for the AxxilaHQ service.

● The General Terms and Conditions, Privacy Policy, Fair Use Policy and processing agreement are additionally applicable to this Agreement.

● If there is a conflict between this service agreement and one of the attachments, the following order applies: 1. Agreed customer specific agreement and terms, 2. General Terms and Conditions, 3. Service agreement

● Dutch law applies to this Agreement. Any disputes between the Parties will be

submitted to the Central Netherlands court.