

COMEXI CLOUD TERMS AND CONDITIONS OF USE

The following terms and conditions regulate the access and use of the **COMEXI GROUP** web **Digital Services Platform** (hereinafter, "**COMEXI CLOUD**", or the "**Platform**") in which this end-user licence (hereinafter, "The end-user licence") is granted.

COMEXI, (hereinafter, "**The Company**") is the owner of the **Platform** and its exploitation rights. Therefore, only **COMEXI** can authorise users to use this **Platform**. In case of access, having previously accepted these terms and conditions, they agree to use it in accordance with these terms and conditions.

1. CONDITIONS OF ACCESS AND USE OF THE PLATFORM

The **Platform** is accessed via the website provided by **COMEXI**. **COMEXI** will link the licence to a single COMEXI production device owned by the User, establishing an Account to use the Platform Services. The Platform will offer two type of services:

Free services per linked device:

A) Services for downloading the following documents using the Platform ("Technical Docs" service):

- Operator's manuals
- Maintenance manuals
- Electrical connection diagrams
- Mechanical drawings
- Manuals of devices available on the market

The valid version of the machine documentation will be the one offered through COMEXI CLOUD

B) Information and data management services. ("Production and Analytics")

C) Services for online orders or the online purchase of COMEXI products, services and spare parts. ("Comexi Ordering On-Line")

Services with access based on an agreed payment schedule:

The connected production equipment may require installing software or the necessary action by you or COMEXI, to allow activating the services in relation with said connected devices. After initially registering an account, you will be able to access COMEXI CLOUD and use the services together with the linked and connected production equipment, only for the purpose of following-up, controlling and improving the equipment acquired.

The user will have to provide COMEXI with exact and precise information to create an account, including details of the production equipment that is linked to the account. The client accepts keeping their account information up-to-date and accurate, not only in relation to the linked production equipment, but also with respect to the permitted users. **YOU ARE THE ONLY PARTY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USERNAMES AND PASSWORDS.**

YOU ALONE ARE WHOLLY RESPONSIBLE FOR ALL THE ACTIVITY THAT OCCURS ON THE ACCOUNT. You will have to notify COMEXI immediately of any unauthorised use of your account or any other security breach.

For the purpose of linking to COMEXI production equipment for each license granted, it shall be defined herein as “equipment linked to the platform”, and it shall refer to any flexographic printing press, digital printing press, offset printing press, laminating machine, slitter-rewinder produced by COMEXI GROUP INDUSTRIES, SAU or any of its branches, associates or subsidiaries.

The Administrator/User grants COMEXI the non-exclusive right to host, copy and use the data of each “**Device Linked to the Platform**”. Subject to this non-exclusive right, the Administrator/User retains all rights and the ownership of their content. The Administrator/User warrants that they retain all the rights necessary to provide COMEXI with any data from the “**Devices Linked to the Platform**” you may provide via the Services.

Services are not intended for use as storage services, back-up or archiving. The User is responsible for backing up the information in their machines and you are responsible for any lost or irretrievable content thereof.

2. LICENSE FOR USE

By accepting these conditions, COMEXI grants the user a license, the conditions of which are set out below, which allows the user to connect to the linked production equipment platform and use it to be able to access both the free downloadable documentation services and the services on information and gathering statistical production data on the equipment linked to the platform thereby. The user shall not be able to dispose of the license either for the consideration of payment or profit. The user shall not be able to modify the platform or use it for purposes other than those envisaged in the services it offers.

COMEXI shall have all the rights over the **Platform**, including its graphic design and databases. Similarly, **COMEXI** reserves the right to make the improvements, updates, modifications or changes required for its proper operation or development. The aforementioned changes will be made available for users, who are recommended to keep the **Platform** updated in order to optimise its operation.

4. SERVICE PROVIDERS

COMEXI may use third parties in the operation of the Platform Services or to fulfill any of our obligations (each a “Service Provider”), including Service Providers for the cloud infrastructure and the hosting services. COMEXI may share its data or Contents with the Service Providers of COMEXI CLOUD with the objective of enabling them to provide certain aspects of the Services. Our agreements with Service Providers describe the appropriate use and management of this information and prohibit Service Providers to use any of this information for purposes not related to the Services.

5. CONDITIONS OF USE OF THE SERVICES PROVIDED

These conditions of use shall regulate the use of the **Platform** Services.

In order to gain access to the Services, the User must have the access key and the password previously set up in the application to access the **Platform**. The user accepts responsibility for the confidentiality of the key set up and undertakes to notify COMEXI of any breach of security in respect thereof which may have occurred, holding it harmless from any damage that might occur due to the lack of diligence in the custody of the keys or in the communication on the breach of security.

To use the platform, a compatible Internet-enabled device is required. The **Platform** may require the operating system or the web browser to be updated so as not to affect the performance thereof. The User shall be solely responsible for the security, use and custody of the mobile device where the **Platform** is installed.

6. DATA USE AND PROTECTION.

When the User activates the Services, the User grants COMEXI the permission and authorisation to collect production data and operating and sensory data (such as consumption, temperatures, fluid flow rates...) regarding the equipment linked to the License available on the COMEXI CLOUD, and to use said data for its collection, diagnosis, comparative analysis, use of equipment and supplies, use of complementary solutions, security and assurance of software integrity, remote control and support and follow-up of the equipment's performance to improve its productivity and efficiency.

As well as the above-mentioned authorised use, the User of the Services expressly authorises the following vis-à-vis COMEXI:

- that the data obtained from each linked piece of equipment is used to improve the features of the type of Equipment acquired,
- that the data obtained from each linked piece of equipment is used anonymously and statistically in public reports that at least combine, compare and group the same information from 14 other pieces of equipment, in order to obtain comparative statistics on production and efficiency.

In addition to the above uses, and only as an exception, COMEXI can use the production data from the Equipment linked to the Platform (i) to respond to duly authorised requests for information from the police, the law and other government authorities; (ii) to comply with any applicable law, regulation, summons, discovery request or court order; (iii) to investigate and help prevent security threats, fraud or any other illegal, malicious or inappropriate activity.

Regarding any other possible personal data, all the Registration data shared with COMEXI shall be subject to the Personal Data Protection Act, as set out at <http://comexi.com/es/politica-privacidad>.

7. GEOLOCATION

These conditions of use shall regulate the use of the **Platform** without prejudice to the conditions to which each of these Services which the User may access via the **Platform** are subject, which shall be governed by the particular agreements entered into between the User in their role as customer and "**COMEXI**".

8. DELETION OF ACCOUNTS

The User may request COMEXI to delete their account at any time. COMEXI shall have 15 days to delete it.

Upon deletion of the account, you allow COMEXI to use, anonymously and for statistical reasons, the data previously obtained from the production devices linked to the **Platform** in public reports which bring together, compare and aggregate the same type of information from at least 14 other devices.

If you do not want such data to be used after the cancellation or deletion of a particular account, you shall give notice by email to the following email address: comexicloud@comexi.com.

Any content or other information entered in the Services may be permanently deleted if you so require in the manner provided in the previous paragraph.

9 RESTRICTIONS

The Administrator/User shall not misuse the Services. The Administrator/User may not themselves or through a third party, including but without limitation, (a) sell, resell or lease the Services or access or

attempt to access the Services by any means other than through the interface provided or authorised by us; (b) circumvent any restrictions on the access or use that may have been established to avoid certain uses of the Services; (c) use the Services to store, share or transmit illegal, infringing or harmful content or content that infringes upon the rights of any third party, including their privacy and intellectual property rights; (d) attempt to deactivate, harm or destroy the Services or the Platform; or (e) reverse engineer or decompile the Services, attempt to do it by themselves or assisting others in doing so.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Retention of rights. All the rights not expressly granted to you in these Terms are reserved and are property of COMEXI. COMEXI reserves all rights, titles and interests in the Services, the Platform and any of their related intellectual property rights. These Terms and Conditions do not transfer any right whatsoever in the COMEXI's intellectual property rights to the Administrator/User. No content contained in these Terms and Conditions shall constitute a waiver of the Intellectual Property Rights by COMEXI.

10.2. Suggestions. To the extent that the Administrator/User submits comments or suggestions ("Comments") according to these terms and conditions, they will be granting an exclusive, irrevocable, worldwide, perpetual, free and royalty-free licence to include such Comments in the Services or in any of our current or future products or services.

11. INDEMNIFICATION

The Administrator/User shall indemnify, defend and hold COMEXI, its affiliates, employees and agents (the "Indemnified Parties") harmless from and against all liabilities, damages and charges (including the reasonable attorneys' fees) arising out of any third-party claim or suit claiming that the data provided infringe or misappropriate third-party intellectual property rights or result in the violation of any applicable law and that, therefore, their use constitutes a violation of these Terms.

12. DISCLAIMER OF WARRANTIES

12.1 UNLESS EXPLICITLY INDICATED OTHERWISE IN THIS TERMS AND CONDITIONS, COMEXI MAKES NO WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS.

13. LIABILITY LIMITATIONS

13.1. UNDER NO CIRCUMSTANCES SHALL COMEXI BE RESPONSIBLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE OR (II) THE LOSS OF EARNINGS OR REVENUE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR LOSS OF GOOD WILL IN EACH CASE THAT ARISES ON OR RELATED TO THE USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE CAUSE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACTUAL, EXTRA-CONTRACTUAL OR ANY OTHER TYPE) AND EVEN IF COMEXI HAS BEEN INFORMED OR THE POSSIBILITY OF SAID DAMAGE.

14. TERM AND TERMINATION

14.1. Term. These Terms shall enter into force on the date of first acceptance, and shall remain into force until the expiry or termination of your subscription to the Services, or until these Services terminate in accordance with these Terms.

14.2. Termination. You may cease using the Services at any time, as well as delete your account. The provisions of Clause 8 of these Terms shall apply.

14.3. COMEXI may suspend or terminate your access to the Services at any time at our sole discretion and without notice if you do not comply with these Terms. Upon termination of your Services, the account will be closed and, as of the date thereof, you will not be able to access your account.

15. APPLICABLE LAW AND JURISDICTION

These Terms are governed by the Spanish laws, excluding the rules on the choice and conflict of laws, and any dispute concerning the content of the services provided shall be submitted, waiving any other jurisdiction which may apply, to the courts of Girona (Spain).

COMEXI ORDERING ON LINE (“COOL”)

CONDITIONS OF USE

Welcome to **COMEXI ORDERING ON LINE (“COOL”)** for equipment, parts and service store! **COMEXI GROUP INDUSTRIES S.A.U.** and its associates provide their services to you subject to the following conditions. In case of access to our **COOL** store within this website, you have to previously accept the **COMEXI CLOUD** general terms and conditions as well and the following particular **COOL** terms and conditions. **COMEXI CLOUD** general terms and conditions also applies for the use of **COOL**. Please read them carefully.

PRIVACY

Please review provision 6 of our **COMEXI CLOUD** terms and conditions as well as our Privacy Notice <http://comexi.com/es/politica-privacidad>, which also governs your visit to our website, to understand our practices and the fulfilment of the Spanish Data Protection Act (“LOPD”).

ELECTRONIC COMMUNICATIONS

When you visit **COOL**. or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

INTELLECTUAL AND INDUSTRIAL PROPERTY

All content included on this site, such as text, graphics, drawings, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of **COMEXI GROUP INDUSTRIES S.A.U.**. The compilation of all content on this site is the exclusive property of **COMEXI GROUP INDUSTRIES S.A.U.**

TRADE MARKS

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YOUR MEMBERSHIP ACCOUNT

As well as for **COMEXI CLOUD**, if you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under USERS' account or password. **COMEXI GROUP INDUSTRIES S.A.U.** and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

REVIEWS, COMMENTS, EMAILS, AND OTHER CONTENT

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. **COMEXI GROUP INDUSTRIES S.A.U.** reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant **COMEXI GROUP INDUSTRIES S.A.U.** and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant **COMEXI GROUP INDUSTRIES S.A.U.** and its associates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not

violate this policy and will not cause injury to any person or entity: and that you will indemnify **COMEXI GROUP INDUSTRIES S.A.U.** or its associates for all claims resulting from content you supply. **COMEXI GROUP INDUSTRIES S.A.U.** has the right but not the obligation to monitor and edit or remove any activity or content. **COMEXI GROUP INDUSTRIES S.A.U.** takes no responsibility and assumes no liability for any content posted by you or any third party.

PAYMENT METHOD

Payments can be made using the following credit cards:

- Visa
- MasterCard/EuroCard
- JCB

For this purpose, the users will be required to submit the credit card data in order to place their order. Payments will be only accepted with secured credit cards, so the authentication procedures of the credit card holder can be duly performed.

If your order is on hold due to a payment issue, there are several things you can check to resolve the declined payment. If your payment method has been declined, do one of the following:

- Confirm your credit card number, expiration date, billing address, and phone number were entered correctly in Your Account.

Note: The billing address and phone number entered must match those associated with your credit card.

- Contact your bank.

Note: Check with your bank about adjusting daily withdrawal or purchase limits. Payment declines may be due to these limits set by your bank.

All orders will be credited in Euros from your chosen credit card.

Payments can also be made by transfer for all those clients who have been granted commercial credit by COMEXI, in accordance with the terms and conditions established for each client.

Some Users may not be able to place an order in case that:

- they are blocked by COMEXI GROUP INDUSTRIES S.A.U. financial department due to the existence of claims arisen out for unpaid mature debts owed to COMEXI GROUP INDUSTRIES S.A.U.
- they are nationals of, or allocated in a country where international export restrictions provisions and regulations apply

PRODUCT DESCRIPTIONS

Not all **COMEXI** Equipment and Machinery parts and services are eligible to be acquired through the **COOL** platform. Please check the availability of the **COOL** platform for each and every Equipment.

COMEXI GROUP INDUSTRIES S.A.U. and its associates attempt to be as accurate as possible. However, **COMEXI GROUP INDUSTRIES S.A.U.** does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by **COMEXI GROUP INDUSTRIES S.A.U.** itself is not as described, your sole remedy is to return it in unused condition.

DISCLAIMER

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY THIS SITE IS PROVIDED BY **COMEXI GROUP INDUSTRIES S.A.U.** ON AN "AS IS" AND "AS AVAILABLE" BASIS. **COMEXI GROUP INDUSTRIES S.A.U.** MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, **COMEXI GROUP INDUSTRIES S.A.U.** DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **COMEXI GROUP INDUSTRIES S.A.U.** DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM **COMEXI GROUP INDUSTRIES S.A.U.** ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. **COMEXI GROUP INDUSTRIES S.A.U.** WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

SHIPMENT AND RISK OF LOSS

The applied Incoterm is DAP (Incoterms 2010), transportation cost is included in the price for deliveries within countries in the E.U. However customs import taxes/levies are not included in the **COOL** prices and might be charged by the local customs office separately to every particular USER. **COMEXI GROUP INDUSTRIES S.A.U.** will not be responsible and will not pay for any import taxes/levies that might be charged. USERS will be responsible for any additional cost or damages due to delay in clearing customs taxes, duties and levies. Insurance of transport is also included in the prices mentioned on the **COOL** platform and webshop. For all other countries an additional transportation cost will be charged. This cost will be clearly displayed before you finalize your order.

If available, a VAT number is necessary with each order to avoid VAT charges.

All measurements are approximate and are given as guidance only.

COOL will show for each requested part when it will be ready for shipment. Standard delivery services will be used. All online orders must be shipped. There will be no back-orders allowed. Local pickup is not available.

All items are subject to availability. The estimated dates when requested parts will be ready for shipment are not guaranteed and may be subject to change.

APPLICABLE LAW AND DISPUTES

By visiting and accepting **COMEXI CLOUD** and **COOL** platform terms and conditions you agree that these Terms are governed by the Spanish laws, excluding the rules on the choice and conflict of laws, and any dispute concerning the content of the services provided shall be submitted, waiving any other jurisdiction which may apply, to the courts of Girona (Spain).

COOKIE POLICY

COMEXI CLOUD and **COOL** uses cookies. By using the Service, you consent to the use of cookies. Our Cookie Policy explains what cookies are, how we use cookies, how third-parties we may partner

with may use cookies on the Service, your choices regarding cookies and further information about cookies.

What are cookies?

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.

Cookies can be "persistent" or "session" cookies.

How COMEXI CLOUD and COOL uses cookies

When you use and access the Service, we may place a number of cookies files in your web browser. We use cookies for the following purposes: to enable certain functions of the Service, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioral advertising.

We use both session and persistent cookies on the Service and we use different types of cookies to run the Service:

- Essential cookies. We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.
- Third-party cookies: In addition to our own cookies, we may also use various third-parties cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

How to control cookies

You can control and/or delete cookies as you wish – for details, see aboutcookies.org. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to **COMEXI GROUP INDUSTRIES S.A.U**. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

QUESTIONS:

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: comexicloud@comexi.com

USER LICENCE PER LINKED DEVICE - COMEXI CLOUD

By the acceptance of the following terms and conditions, a binding licence agreement (the “Licence Agreement”) is established.

Please, read it carefully. By either clicking “I accept” these terms and conditions, or by installing or using the COMEXI CLOUD application per linked device and any other update of this application (collectively, the “application”) provided by COMEXI GROUP INDUSTRIES S.A.U. (“COMEXI”), these terms shall be deemed accepted for all purposes.

1. General Conditions

1.1. Licencing. Subject to the terms of this document, COMEXI grants you a limited, personal, non-exclusive and non-transferable right, and, for the sole purpose of providing you with the Services required through COMEXI CLOUD, you shall be the sole responsible for ensuring that the application is properly installed and used. Use of the COMEXI CLOUD services is subject to the terms of service incorporated herein by reference.

1.2. Authorised user. You: (a) accept this Licence Agreement on behalf of the company or any other legal entity which you are employed in, affiliated or associated to (the “Client”); (b) declare that you have the capacity to oblige the Customer to comply with this Licence Agreement; and (c) declare that you are an authorised User for such Customer under the Terms of Service. If you do not have such capacity or authorisation or you are not an authorised user, you may not use the COMEXI CLOUD services.

1.3. Prohibited uses. Apart from the rights expressly granted by this Agreement, you shall have no other right, express or implied, in COMEXI CLOUD. You agree and undertake not to allow any third party: (i) to sell, lease, sublicense or distribute all or part of the COMEXI CLOUD services, or transfer them to third parties; (ii) to reverse engineer, decompile, disassemble or otherwise derive to a form perceptible by individuals the COMEXI CLOUD’s source code and/or any third-party software provided by COMEXI; (iii) to modify, revise, improve or alter the Application; (iv) to copy or allow any third party to copy COMEXI CLOUD or its services and/or information; (v) to use the COMEXI CLOUD services illegally or for illicit purposes.

1.4. Title and ownership. COMEXI CLOUD is owned by COMEXI and any unauthorised disclose or use will cause irreparable damage and loss to COMEXI and its licensors’ rights. All right, title and interest in COMEXI CLOUD, its derivatives and modifications, including its associated intellectual property rights expressed, included, connected or related to COMEXI CLOUD are and shall remain the property of COMEXI. This Agreement does not transfer any interest in COMEXI CLOUD, but only a limited right of use as set forth herein. Nothing contained in this Licence Agreement constitutes a waiver of the intellectual property rights owned by COMEXI or its licensors under any law.

2. Disclaimer of warranty

2.1. COMEXI CLOUD AND IT SERVICES ARE PROVIDED “AS ARE”, WITHOUT WARRANTY OF ANY KIND. TO THE GREATEST EXTENT PERMITTED BY LAW, COMEXI AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY UNCERTAINTY WITH COMEXI CLOUD IS TO IMMEDIATELY CEASE ITS USE. COMEXI MAKES NO REPRESENTATIONS OR WARRANTIES THAT COMEXI CLOUD WILL BE UNINTERRUPTED OR ERROR-FREE.

2.2. COMEXI SHALL NO BE LIABLE FOR ANY SYSTEM OR COMMUNICATION ERRORS, ERRORS OR VIRUSES RELATING TO COMEXI CLOUD OR RESULTING IN YOUR LOSS OF DATA OR ANY OTHER DAMAGE TO YOUR DEVICE OR SERVICEABILITY, AND COMEXI RESERVES THE RIGHT TO TAKE ANY FURTHER ACTION TO CORRECT SUCH ERRORS.

3. Limitation of liability. IN ANY CASE, THE MAXIMUM COMEXI LIABILITY UNDER, ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED \$100. UNDER NO CIRCUMSTANCES, SHALL COMEXI BE LIABLE FOR ANY LOSS OF PROFITS, USE OR DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE.

4. Term and Termination. COMEXI may terminate this Licence Agreement at any time without cause or prior notice. Furthermore, this Licence Agreement shall be terminated immediately and automatically.