

Excelon App

End-User License Agreement (EULA)

Date of Issue : 1/5/2023

This **End-User License Agreement ("Agreement")** is a legal agreement between you (referred to as "User," "You," or "Your") and **Excelon Financial Services Limited** (referred to as "Excelon," "We," "Us," or "Our"), governing Your use of the Excelon App web, mobile, POS application (referred to as the "App"). By downloading, installing, accessing, or using the App, You agree to be bound by the terms and conditions of this Agreement.

1. License Grant:

- 1.1. Subject to Your compliance with the terms of this Agreement, We hereby grant You a limited, non-exclusive, non-transferable license to use the App for personal, non-commercial purposes.
- 1.2. This license does not grant You any right to:
 - a) Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the App;
 - b) Remove, alter, or obscure any proprietary notices or labels on the App;
 - c) Use the App for any illegal, unauthorized, or prohibited purposes.

2. Ownership and Intellectual Property:

- 2.1. The App and all associated intellectual property rights, including but not limited to copyrights, trademarks, and trade secrets, are and will remain the sole property of Excelon or its licensors.
- 2.2. You acknowledge that You have no ownership or proprietary rights in the App, except for the limited license granted under this Agreement.

3. Third-Party Services:

- 3.1. The Excelon App may provide access to services or content offered by third-party providers ("Third-Party Services"). These Third-Party Services may be subject to their own terms and conditions, privacy policies, and other applicable agreements.
- 3.2. By accessing or using any Third-Party Services through the Excelon App, You acknowledge and agree that You are solely responsible for reviewing and complying with the terms and conditions, privacy policies, and any other agreements governing those Third-Party Services.
- 3.3. Excelon does not endorse, warrant, or guarantee the availability, accuracy, quality, or legality of any Third-Party Services. Your use of Third-Party Services is at your own risk, and Excelon shall not be liable for any damages or losses arising from your use of or reliance on Third-Party Services.
- 3.4. Any interactions, transactions, or disputes between You and the providers of Third-Party Services are solely between You and such providers. Excelon shall not be responsible for any actions or omissions of Third-Party Service providers.

- 3.5. You acknowledge and agree that Excelon is not a party to any agreements or relationships between You and Third-Party Service providers, and any claims, demands, or liabilities arising from such agreements or relationships shall be solely between You and the relevant Third-Party Service providers.
- 3.6. By using the Excelon App and accessing Third-Party Services, You signify Your acceptance of the terms and conditions, privacy policies, and other agreements applicable to those Third-Party Services. It is your responsibility to carefully review and understand the terms and conditions of any Third-Party Services before using them through the Excelon App.

4. User Content:

- 4.1 The App may allow You to submit, post, or transmit content, including but not limited to text, images, or other materials ("User Content").
- 4.2 You retain ownership of Your User Content. However, by submitting User Content through the App, You grant Excelon a worldwide, royalty-free, non-exclusive, transferable, and sublicensable right to use, reproduce, distribute, prepare derivative works of, display, and perform Your User Content in connection with the App's operation and promotion.
- 4.3 You are solely responsible for Your User Content and warrant that You have all necessary rights and permissions to submit, post, or transmit such content.

5. Privacy:

- 5.1 We may collect and process certain personal information about You. Our collection and use of Your personal information are governed by Our Privacy Policy, which is incorporated by reference into this Agreement.

6. Updates and Support:

- 6.1. We may release updates, upgrades, or new versions of the App from time to time, which may include bug fixes, improvements, or new features. You agree to install and use the latest version of the App provided by Us.
- 6.2. We may provide support or maintenance services for the App at Our discretion, and such services may be subject to additional terms.

7. Limitation of Liability:

- 7.1. To the extent permitted by applicable law, in no event shall Excelon be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with Your use of the App, even if We have been advised of the possibility of such damages.
- 7.2. We do not warrant or guarantee the accuracy, reliability, or availability of the App, and We disclaim all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. Disclaimer:

- 8.1. You expressly understand and agree that your use of the Excelon App is at your sole risk. The App is provided on an "as is" and "as available" basis. Excelon expressly disclaims all warranties of any kind, whether express or implied,

including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

- 8.2. Excelon does not warrant that the Excelon App will be uninterrupted, timely, secure, error-free, or free from viruses or other harmful components. The use of the Excelon App is at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, installation, or use of the Excelon App.
- 8.3. In no event shall Excelon be liable for any direct, indirect, incidental, consequential, special, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the use or inability to use the Excelon App or any other matter relating to the Excelon App.
- 8.4. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

9. Termination:

- 9.1. This Agreement is effective until terminated. We may terminate this Agreement at any time without notice and without liability. Upon termination, You must cease all use of the Excelon App and promptly uninstall or delete all copies of the App from your devices.

10. Governing Law and Dispute Resolution:

- 10.1. This Agreement shall be governed by and construed in accordance with the laws of Greece, without regard to its conflict of laws principles.
- 10.2. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof shall be resolved through negotiation in good faith between the parties. If the dispute cannot be resolved through negotiation, either party may initiate legal proceedings in the competent courts of the jurisdiction mentioned in clause 10.1.

11. Severability:

- 11.1. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

12. Entire Agreement:

- 12.1. This Agreement constitutes the entire agreement between You and Excelon relating to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.

13. Modifications:

- 13.1. We reserve the right to modify or amend this Agreement at any time by posting the revised Agreement on Our website or within the App. Your continued use of the Excelon App after any such modifications or amendments constitutes Your acceptance of the revised Agreement.

By using the Excelon App, You acknowledge that You have read and understood this Agreement, including the disclaimer, and agree to be bound by its terms and conditions. If You do not agree with any provision of this Agreement, You should not download, install, access, or use the Excelon App.