

Colour Port Technologies Limited

Terms and Conditions.

By accessing or using the Website, you signify that you have read, understood, and agree to be bound by these Terms of Use (the "Terms"), and to the collection and use of your information as set forth in the Privacy Policy of Colour Port Technologies Limited. Colour Port Technologies Limited reserves the right to modify these terms. These Terms apply to all visitors, users, and others who access the Website or interact with us in any way through the website ("**Users**").

Our Services

Colour Port Technologies Limited offers sophisticated and advanced mobile device care software tools that can be licensed under and according to the terms as set forth herein and, on the Website, (the "Service" and the "Software").

Eligibility

This is a contract between you and Colour Port Technologies Limited. You must read and agree to these terms before accessing the Website or using the Colour Port Service. If you do not agree, you may not use our service. You may use the Service only if you can form a binding contract with Colour Port Technologies Limited, and only in compliance with these Terms.

Use of Software

Your use of Software is subject to all agreements such as the purchase terms as presented on the Website, the end-user license agreement (the "**License Agreement**") that accompanies or is included with the Software, any ordering documents, exhibits, and other terms and conditions that may apply ("**License Terms**"). In the event that Software is purchased by you on or through the Website and is not licensed to you under specific terms and conditions, you may use the Software subject to the provisions of the License agreement and the following: (a) the Software may be used solely for personal internal purposes on one computer; (b) the Software may not be modified or altered in any way; and (c) the Software may not be redistributed or shares with any third party.

Reservation of Rights

The Website and content provided on or through the Website are the intellectual property and copyrighted works of Colour Port Technologies Limited and its affiliates. All rights, title and interest not expressly granted with respect to the Website and content provided on or through the Website are reserved. All Content is provided on an "As Is" and "As Available" basis, and Colour Port Technologies Limited reserves the right to terminate the permissions granted to you hereunder and your use of the Content at any time.

Means of Accessing the Website and Content

You agree not to access or use the Website in any manner that could damage, disable, overburden, or impair the Website or any Colour Port Technologies Limited computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Website or any Colour Port Technologies Limited systems or networks. You agree not to use any robot, spider, scraper, or other automated means to access the Website or any Colour Port Technologies Limited systems or networks without Colour Port Technologies Limited's express written permission.

If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete, and accurate information as required by the applicable registration form. You may also be required to choose a password and a username. Access to and use of password protected or secure areas of the Website are restricted to authorized users only. You agree not to share your password(s), account information, or access to the Website with any other person. You are responsible for maintaining the confidentiality of password(s) and account

information, and you are responsible for all activities that occur using your password(s) or account(s) or as a result of your access to the Website.

No Unlawful or Prohibited Use

You agree not to use the Website, or Content provided on or through the Website, for any purpose that is unlawful or prohibited by these Terms of Use or the rules, guidelines or terms of use posted for a specific area of the Website or Content provided on or through the Website.

Commercial Terms for Purchase of Products

The purchase of licenses to use any of the Colour Port Technologies Limited products or solutions shall be under and according to the commercial terms, including the prices and payment terms, as set forth on the Website or as agreed upon with Colour Port Technologies Limited in writing.

Colour Port Technologies Limited reserves the right to change its prices at any time. If you received a discount or other promotional offer, Colour Port Technologies Limited shall have the right to automatically and without notice renew your subscription to such Colour Port Technologies Limited Service(s) at the full applicable licensing fee.

All Prices shall be deemed to be in Great British Pounds (£), except as specifically stated otherwise in writing by Colour Port Technologies Limited. To the extent permitted by law (and unless specified otherwise by Colour Port Technologies Limited in writing), all prices are inclusive of all taxes (including value added tax).

Colour Port Technologies Limited and/or its affiliated companies will issue an invoice or credit memo for any payment of licensing fees or refund made to or by Colour Port Technologies Limited (“**Invoice**”). Each Invoice will be issued in electronic form and based on the country stated in your billing address and will be made available to you via e-mail. To issue the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the [Privacy Policy](#)) in order to comply with local laws.

Subscription Auto-Renewals

To ensure that you do not experience any interruption or loss of services due to the lapse of any licensing subscription period, the Colour Port Technologies Limited services operate with automatic renewal, on a recurring-fees basis (except where explicitly stated otherwise by Colour Port Technologies Limited in writing). Accordingly, where applicable, Colour Port Technologies Limited will attempt to automatically renew the applicable Colour Port Technologies Limited Service(s) for a renewal period equal in time to the original subscription period for such Service, and automatically charge you the applicable Fees using the payment method you have on file with Colour Port Technologies Limited.

For example, if the original subscription period for a Service is one month, each of its renewal periods (where applicable) will be for one month. Therefore, unless you cancel the applicable Colour Port Technologies Limited service(s), Colour Port Technologies Limited will automatically renew such service when it comes up for renewal and charge you the applicable recurring fees. To avoid any interruptions or loss of services due to failure to process renewal charges prior to the expiration of the subscription period then in effect, we reserve our right (but shall not be obligated) to charge for the upcoming renewal period up to two (2) weeks before such renewal period actually commences. In the event of failure to collect the fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect on a later time, and/or suspend or cancel your use of the services, without further notice.

Money-Back Guarantee

If you are not satisfied with Colour Port Technologies Limited Services that are subject to a fee for a period of service or subscription commitment and which is your initial purchase of such service, you may provide notice of cancellation for any reason within fourteen (14) days of having first ordered or activated such Colour Port Technologies Limited Services (the “Refund” and “Refund Period”). The Refund is applicable only to the initial purchase of Colour Port Technologies Limited services. The Refund is not applicable to any additional purchases, upgrades, modification, or renewals of Colour

Port Technologies Limited Services. If Colour Port Technologies Limited receives such notice within such Refund Period, Colour Port Technologies Limited will refund to you the amount Colour Port Technologies Limited charged you for such Colour Port Technologies Limited Services, in currency you were originally charged in, and cancel them accordingly. Please note that the Refund amount may be different than the amount you were charged due to currency changes and third-party fees. Colour Port Technologies Limited will not be responsible for any differences caused by change of currency exchange rates or fees you were charged by third parties. After the Refund Period, the Fees paid by you are non-refundable and non-cancellable.

Termination of Use

Colour Port Technologies Limited may, in its sole discretion, at any time discontinue providing or limit access to the Website, any areas of the Website or content provided on or through the Website. Colour Port Technologies Limited may, in its sole discretion, at any time, terminate or limit the access, of certain users, to, or use of, the Website or any content. Colour Port Technologies Limited may terminate or limit the access of a user to the Website if Colour Port Technologies Limited determines, in its sole discretion, that such users as infringed the rights of any third party.

Colour Port Technologies Limited Logo

Colour Port Technologies Limited, the Colour Port Technologies Limited logo, and other marks related to Colour Port Technologies Limited products and are the exclusive and valuable property of Colour Port Technologies Limited. The Colour Port Technologies Limited Marks can only be reproduced or displayed with specific prior written permission from Colour Port Technologies Limited.

No Warranty

The Colour Port Technologies Limited Website and the information provided therein are for the convenience of users of the Website and for customers and potential customers of Colour Port Technologies Limited, its products, or its services. The information provided on the Colour Port Technologies Limited Sites and the products and services described on the Colour Port Technologies Limited Sites are subject to change without notice.

Colour Port Technologies Limited does not represent or warrant the accuracy, content, completeness, legality, reliability, operability, or availability of any information or material displayed or downloaded from the colour port technologies limited website.

Except as provided by the terms of an applicable end-user license agreement or other written agreement signed by colour port technologies limited, the website, services, and software are provided "as is," with no warranty, implied or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

Colour Port Technologies Limited disclaims any implied, express, or statutory warranties regarding the security, reliability, timeliness, and performance of the Colour Port Technologies Limited sites and software downloaded therefrom, including information or advice obtained through the Colour Port Technologies Limited website, services, or software. Colour Port Technologies Limited does not warrant that the website, software, or services will operate error-free or that the website is free of computer viruses or other harmful mechanisms.

You understand and agree that you download or otherwise obtain material or data through the use of the website, services, or software at your own discretion and risk, and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data. If your use of the website or the material results in the need for servicing or replacement of equipment or data, colour port technologies limited is not responsible for those costs.

Limitation of Liability

Except as provided by other written agreement signed by Colour Port Technologies Limited, under no circumstances is colour port technologies limited or its affiliates liable to you for any damages whatsoever (including, without limitation, incidental, reliance, or consequential, or special damages

whether or not foreseen, lost profits, or damages resulting from lost data or business interruption) on account of your use, misuse, or reliance on the information services or software available on the Colour Port Technologies Limited website. This limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising from any claim relating to this agreement or the subject matter hereof, whether such claim is based on warranty, contract, tort (including negligence), or otherwise any other legal theory even if colour port technologies limited has been advised of the possibility of such damages.

Indemnity

You agree to indemnify and hold harmless Colour Port Technologies Limited, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of any violation of these Terms or any additional rules, guidelines or terms of use posted for a specific area of the Website or Content provided on or through the Website, or your violation or infringement of any third party rights, including intellectual property rights.

Governing Law

These Terms and all claims related to them, their execution, or the performance of the parties under them, shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to its conflict of law's provisions or Your actual state or country of residence, and shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If for any reason, a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

Entire Agreement

Except as provided by an End-User License Agreement or other written agreement signed by Colour Port Technologies Limited, these Terms constitute the entire agreement between You and Colour Port Technologies Limited with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Privacy Policy

See Colour Port Technologies Limited Privacy Policy for more information.

Assignment

Colour Port Technologies Limited may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the Colour Port Technologies Limited services to a third party without your consent or prior notice. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Colour Port Technologies Limited. Any attempted or actual assignment thereof without Colour Port Technologies Limited's prior explicit and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 18 shall not in itself grant either Colour Port Technologies Limited or you the right to cancel any Colour Port Technologies Limited services then in effect.

Contact Information

If you have any questions regarding these Terms or any other terms of the use of the Colour Port Technologies Limited services, please contact Colour Port Technologies Limited at info@colourport.co.uk

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