



## Terms & Conditions

Last Updated: 21.07.2024 (dd.mm.yyyy)

Welcome to SmartCP! By signing up for a SmartCP Account or by using any SmartCP Service, you are agreeing to be bound by the following Terms & Conditions (the "Terms").

As used in these Terms, "we", "us", "our" and "SmartCP" means the owner of SmartCP Services, and "User(s)" or "you" means the SmartCP User (if registering for or using a SmartCP Service as an individual), or the business employing the SmartCP User (if registering for or using a SmartCP Service as a business) and any of its affiliates.

SmartCP provides versatile software solutions for businesses of all types and sizes. Our suite of products includes both ready-to-use software products (the "Service(s)") and custom software development services (the "Custom Service(s)") to meet your specific needs.

### 1. Account Terms

#### a. Sign Up

To access some SmartCP features, you may need to sign up for an account (the "Account"). To complete your Account registration, you must provide us with your full legal name, business address, Tax ID (VAT number), phone number (optional) and a valid email address.

When you create an Account with us, you agree to provide accurate and complete information about yourself and to update this information as needed.

#### b. Security

While we implement measures to protect your Account, you are responsible for maintaining the confidentiality of your Account information and password, and for all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account or any other breach of security.

Maintaining the security of your Account is essential to prevent unauthorized access and protect your data. If we detect any suspicious activity, we will take appropriate actions to safeguard your Account.

#### c. Communication

By creating an Account with SmartCP, you agree that email will be the primary method of communication between you and us. We will use the email address provided during Account registration to send important notices, updates, and other information related to your use of our Services. It is your responsibility to ensure that the email address on file with us is accurate and up-to-date, and to check your email regularly for messages from us. We are not responsible for any communications that are not received due to your failure to provide a valid email address or to check your email regularly.

#### d. Use Restrictions

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by SmartCP.

You agree that you will not decompile, reverse-engineer, or otherwise attempt to discover the source code of the software available on the Service, unless a license or applicable law specifically authorizes you to do so.

## **2. Account Activation**

### **a. Free Trial**

For new Users of our Services we offer a free trial period of 30 days. During this trial period, you will have access to all features and functionalities of our Services. If you decide to continue using our Services after the trial period, we will invoice you for the subscription fee for the upcoming period, and it is your responsibility to ensure that payment is received before the due date specified on the invoice, however if we don't get acceptance of keep using our Service then we reserve the right to suspend or terminate your Account and delete any data associated with it after trial period.

### **b. Activation**

When you subscribe to our Services, we will provide you with access to our Services promptly after we receive payment in full. During this time, we may require additional information or verification from you in order to activate your Account.

### **c. Users**

After you have been granted access to our Services, you will have the ability to create additional Accounts for your employees or other individuals who may require access to our Services. Please note that you are solely responsible for managing these Accounts and ensuring that access is limited to authorized individuals. We are not responsible for the actions of unauthorized persons who may gain access to your Account due to your negligence or additional Accounts, and we recommend that you take appropriate measures to ensure that your Account is secure and that access is limited to authorized individuals.

### **d. Suspension**

Please note that we reserve the right to modify or discontinue the free trial period offer at any time, without notice.

We also reserve the right to terminate your trial period or your Account if we suspect that you are abusing the free trial period or violating any of our Terms & Conditions.

In cases where we determine that you have abused the free trial period or violated our Terms, we reserve the right to terminate your Account without prior notice.

## **3. Your Responsibilities**

As a User of SmartCP, you have certain responsibilities to ensure that you use our Services in a safe and appropriate manner. These responsibilities include, but are not limited to:

- You agree not to use SmartCP for any illegal or unauthorized purposes, including but not limited to violating any intellectual property rights, hacking, spreading malware or viruses, or engaging in fraudulent activity.
- You agree not to interfere with or disrupt the operation of SmartCP, including but not limited to attempting to access our servers or networks without authorization, or introducing any harmful code or data into our systems.
- You agree to provide accurate and complete information when using SmartCP, and to update this information as needed.

- You are responsible for ensuring that any content you upload or share through SmartCP is not infringing on the intellectual property rights of others, is not defamatory, and is not otherwise illegal or harmful.
- You agree to comply with all applicable laws and regulations when using SmartCP, including but not limited to data privacy laws and regulations.

## **4. Payment and Fees**

### **a. Subscription**

Access to SmartCP's Services is provided on a subscription basis, with subscriptions renewing monthly.

### **b. Renewal**

Starting 10 days before your Account expires, you can manually generate an order and make a payment to renew your subscription.

If you have not generated an order manually and your Account is set to expire in less than 7 days, our system will automatically generate and send an order to you.

### **c. Payment Processing and Invoice Issuance**

After we receive and process your payment, your Account subscription will be renewed for the next 30 days. An invoice will be issued and sent to you as confirmation of the renewal.

**Important Payment Information:** To prevent account suspension, it is crucial to make your payment by the Account expiration date, not by the due date on the order. Ensuring timely payment will help maintain uninterrupted access to our Services.

By subscribing to our Services, you agree to pay the subscription fees associated with your selected plan. It is your responsibility to ensure that payment details are accurate and up to date to avoid any interruption in Service.

If payment is not received by the Account expiration date, we reserve the right to suspend or terminate your access to our Services until payment is received.

### **d. Refund**

Please note that the subscription fee is non-refundable, and we do not offer refunds or credits for partial months or unused subscription periods.

### **e. Custom Services**

However, for Custom Services, payment terms will be negotiated with the customer on a case-by-case basis. We will work with you to determine a payment schedule that meets your needs and the requirements of the project.

## **5. Intellectual Property**

For more information on our intellectual property rights, please see our [Legal Information](#) page.

## **6. Data Privacy and Security**

For more information on our data privacy and security practices, please see our [Privacy Policy](#). By using SmartCP, you agree to the collection, use, and disclosure of your personal information as described in our Privacy Policy.

## **7. Liability and Disclaimers**

To the fullest extent permitted by law, SmartCP disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. SmartCP shall not be liable for any damages, including but not limited to direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of SmartCP.

## **8. Term and Termination**

Upon the expiry of your Account in our Service, your data will no longer be accessible through our Service, as it is an integral part of the Services functionality. If you wish to retain your data after the Service has expired, you must export your data before the expiry date. We provide tools within our Service to allow you to export your data, and we recommend that you do so in a timely manner.

If payment for our Service is overdue by 30 days, we reserve the right to suspend or terminate your Account and delete any data associated with it. We will provide you with notice of any impending deletion, and we will make reasonable efforts to contact you to arrange for payment or alternative arrangements to be made. However, if payment is not received within the allotted time, we may delete your data from our system without further notice, thereby terminating the agreement with you.

If you have any questions or concerns about the expiry of our Service or data retention policies, please contact us at [info@smartcp.org](mailto:info@smartcp.org).

## **9. Changes to These Terms**

We may update these Terms from time to time to reflect changes in our practices, services, or applicable laws. When we make changes, we will update the "Last Updated" date at the top of this document. Any changes to these Terms will become effective when the revised Terms are posted on our website.

We encourage you to periodically review these Terms to stay informed about our policies and practices. If we make any material changes to these Terms, we will notify you by prominently posting a notice on our website, Service or by sending you a direct notification.

Your continued use of our Services after any such modifications constitutes your acceptance of the new Terms. If you do not agree to any changes, you must stop using the Services and, if applicable, cancel your subscription.

If You have any questions about these Terms, please contact us at [info@smartcp.org](mailto:info@smartcp.org).