

# **End-User License Agreement ("Agreement")**

Last updated: July 30, 2019

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using SMART

Estimator ("Application").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and SMART Estimator LTD and it governs your use of the Application made available to you by

# SMART Estimator LTD.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

The Application is licensed, not sold, to you by SMART Estimator LTD for use strictly in accordance with the terms of this Agreement.

## **License**

SMART Estimator LTD grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

## **Restrictions**

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- copy or use the Application for any purpose other than as permitted under the above section 'License'.
- modify, make derivative works of, disassemble, decrypt, reverse compile or

reverse engineer any part of the Application.

- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of SMART Estimator LTD or its affiliates, partners, suppliers or the licensors of the Application.

# **Intellectual Property**

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of SMART Estimator LTD.

## **Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions (collectively,

"Suggestions") provided by you to SMART Estimator LTD with respect to the Application shall remain the sole and exclusive property of SMART Estimator LTD.

SMART Estimator LTD shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.



# **Modifications to Application**

SMART Estimator LTD reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

## **Updates to**

# Application

SMART Estimator LTD may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the

Application. You agree that SMART Estimator LTD has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

# Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that SMART Estimator LTD shall not be responsible for

any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.

SMART Estimator LTD does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you

access and use them entirely at your own risk and subject to such third parties' terms and conditions.

# **Term and Termination**

This Agreement shall remain in effect until terminated by you or SMART Estimator LTD.

SMART Estimator LTD may, in its sole discretion, at any time and for any or no reason,

suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from SMART Estimator LTD, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of SMART Estimator LTD's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.



# Indemnification

You agree to indemnify and hold SMART Estimator LTD and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your:

- (a) use of the Application;
- (b) violation of this Agreement or any law or regulation; or
- (c) violation of any right of a third

party.

# **No Warranties**

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, SMART Estimator LTD, on its own behalf and on behalf of its affiliates and its and their respective licensors and

service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, SMART Estimator LTD provides no

warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing,

neither SMART Estimator LTD nor any SMART Estimator LTD's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the

Application, its servers, the content, or e-mails sent from or on behalf of SMART Estimator LTD are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply

to you.

# **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of SMART Estimator LTD and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.

To the maximum extent permitted by applicable law, in no event shall SMART Estimator LTD or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application,



third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if SMART Estimator LTD or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so

the above limitation or exclusion may not apply to you.

## **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will

continue in full force and effect.

# **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this

Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute

waiver of any subsequent breach.

# **Amendments to this Agreement**

SMART Estimator LTD reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change

will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

## **Governing Law**

The laws of United Kingdom,

excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

# Contact Information

If you have any questions about this Agreement, please contact us.

# Entire Agreement

The Agreement constitutes the entire agreement between you and SMART Estimator LTD regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and SMART Estimator LTD.

You may be subject to additional terms and conditions that apply when

you use or purchase other SMART Estimator LTD's services, which SMART Estimator LTD will provide to you at the time of such use or purchase.