

Standard Terms and conditions and software license Agreement

Effective date: [1 July 2021]

Version: 0.1

IMPORTANT: PLEASE READ THIS TERMS AND CONDITIONS AND SOFTWARE LICENSE AGREEMENT CAREFULLY. YOU WILL HAVE ACCEPTED THE STANDARD TERMS AND CONDITIONS IF YOU

- 1) COMPLETE AN ORDER FOR ANY MATERIAL FROM THE CTRL-V WEBISTE**
- 2) ISSUE A REQUEST FOR ANY EMPLOYEE OF CTRL-V TO ASSIST WITH THE MODIFICATION, CREATION OR IMPLEMENTATION OF ANY SOFTWARE, OR PRODUCT, EITHER ON THE CTRL-V WEBSITE OR ON ANY OTHER PLATFORM.**
- 3) CLICK AN “I ACCEPT” OR SIMILAR BUTTON ASSOCIATED WITH THESE STANDARD TERMS AND CONDITIONS.**

These Standard Terms and Conditions form a legal agreement between you, the “**Business Owner**” and **Ctrl-V** (“**The Company**”) regarding the provision of the “**System**” (including but not limited to “Software”, “Code”, “design”) “**Licensed Software**” and “**Services**” (collectively herein, the “**Products**”) by Ctrl-V and to any other products or services supplied by The Company to the Business Owner, unless both parties otherwise expressly agree in writing. Except as expressly defined in these Standard Terms and Conditions, all capitalized terms shall have the meaning accorded to them in the Product Agreement. In this Agreement, “you” and “your” refer collectively to you, the Customer and any business or public entity you represent and your employees and agents; “we,” “us,” and “our” refer collectively to The Company; and references to “parties” refer to Customer and The Company.

CTRL-V IS WILLING TO PROVIDE THE PRODUCTS TO YOU ONLY UPON THE CONDITION THAT YOU ACEPT ALL OF THESE TERMS AND CONDITIONS ON YOUR BEHALF HEREBY REPRESENTS AND WARRANTS TO THE COMPANY THAT HE OR SHE IS AUTHORISED TO ENTERED INTO THESE STANDARD TERMS AND CONDITIONS ON YOUR BEHALD AND BIND YOU TO THESE TERMS AND CONDITIONS CONTAINED HEREIN.

The Company may make changes to these terms and conditions at its sole discretion. Changes will be communicated to you by as posting the new version of these Terms and Conditions on

our website <https://www.ctrlv.live> or directly to you pursuant to the contact information you provide to The Company. You may also be asked to re-acknowledge and re-accept these Terms and Conditions following any material changes.

1. Pricing

During the Term of these Terms and Conditions, The Business Owner shall purchase the Products and lease the software as set forth within this document, as agreed to by the Customer. Unless renegotiated and agreed upon in writing by the Business Owner and the Company, full payment of the price specified for the ordered Product must be paid in full before the Company makes the delivery of the Product.

2. Intellectual property rights

Unless a Product is purchased under the Exclusive Purchasing System (offer by the Developer for the Product to be exclusively owned by The Business Owner, without resale or creation of derivative works by the Company or the Developer), the Business Owner agrees that the purchase does not include the transfer of Intellectual Property Rights from the Developer or the Company to the Business Owner. You agree to (i) promptly notify The Company if you become aware of any infringement or threatened infringement of The Company's Intellectual Property Rights (ii) provide such assistance as the Company reasonably requests in its sole right to initiate, defend or compromise any claim or proceeding arising from an infringement or threatened infringement of its Intellectual Property Rights.

As used herein, "Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trade marks, designs, patents, circuit layouts, business and domain names, inventions, goodwill and the right to sue for passing off, rights to inventions, database rights, rights to use, and protect the confidentiality of, our Confidential Information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or will subsist now or in the future in any part of the world.

- 3. You acknowledge to the fullest extent permitted by law, and subject to any statutory rights that may be attributable to you, The Company makes no conditions, representations, warranties, guarantees or other terms, express or implied, including as to quality, merchantability, fitness for a particular purpose or any other kind whatsoever, that are binding on The Company or the Developer except as specifically stated in these Terms and conditions.** However, The Company will within a reasonable extend, implement structures and policies to ensure that Products uploaded by the Developer meet the requirements of the Company's Developer Policies.