# Terms of service

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU USE OUR SERVICES. If you require any more information or have any questions about our Terms of Service, please feel free to contact us by email at info@zimena.io. By accepting these terms you enter into a binding contract with Zimena.

## 1. Introduction

1. These terms govern the use of the Zimena Services (Interchangeably referred to as "Zimena", "we", "us", and "our") and consist of these Terms of Service, the Service Level Agreement ("SLA"), the Data Processing Agreement ("DPA") (Collectively "the Agreements"). The Customer accepts the Agreements either by indicating acceptance when first registering to Amazon Web Services ("AWS") to use our Services or executing an Order Form that references the Agreements. If the individual accepting the Agreements is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to the Agreements. If the individual accepting the Agreements does not have such authority or does not agree with the Agreements, such individuals must not accept the Agreements and may not use our Services. If you don't agree with the Agreements, then please don't use our Services.
2. In order to use our Services, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws. You also warrant that any registration information that you submit to us is true, accurate, and complete, and you agree to keep it that way at all times.

## 2. Changes to the Agreements

Occasionally we may, at our discretion, make changes to our Services and the Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the AWS system and/or Email or just by a public announcement on our website. By continuing to use our Services after those changes are made, you are expressing and acknowledging your acceptance of these changes.

## 3. Financial Arrangements

Providing and offering our Services to customers, are only available with a paid subscription.

1. The rates applicable for our Services may be reviewed at Pricing Page. actual fees for our Services will vary depending on the Customer's ultimate use of the Services.
2. For now, Zimena offers its Services exclusively through AWS. Consequently, the Customer warrants that is familiar with and agrees to be bound by any AWS terms applicable to its marketplace.

3. Zimena reserves the right to increase the rates applicable to its Services where this is justified due to the general increase of Zimena's costs and expenses of production (such as but not limited to the general increase of labor costs and expenses). Further, Zimena may increase the rates applicable to its Services by an amount corresponding to an increase in the costs of relevant third-party offerings. Zimena will inform the Current Customers of such change at least thirty (90) days before implementing such change. Continuous use of our Services will be deemed as acceptance of the new fees.

# 4. License and Assignment

The Services that Zimena provides are the property of Zimena or its licensors, and Zimena grants you a limited, non-exclusive, revocable license to only make commercial use of its Services.

Our software(s) are licensed, not sold, to you and Zimena retains ownership of all copies of its software(s). Zimena may assign the Agreements or any part of them without any restrictions. Customer may not assign the Agreements or any part of them, nor transfer or sub-license its rights under this License, to any third party.

# 5. Personal Data

To the extent, the Customer inputs any personal data into our Services and the processing is subject to the EU General Data Protection Regulation (2016/679, the GDPR), the Parties acknowledge that the Customer acts as a data controller and Zimena is the data processor processing personal data together with its Subprocessors (In the event that subprocessor are involved) on behalf of the Customer for the purpose of providing the Services. All such processing of the Customer's personal data by Zimena is subject to the DPA.

# 6. Customer Fair Use Policy

Except as expressly permitted by this Agreement, the Customer shall not, nor permit anyone else to, directly or indirectly:

1. Allow any person or legal entity to access or use the Services;
2. Attempt to decipher, reverse translate, decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats, programming, or interoperability interfaces of the Service;
3. Modify, convert, alter, change, manipulate, divide, part, or revise the Service or any part thereof;
4. Assign, sublicense, resell, transfer, distribute, pledge, loan, lease, market, rent, or use the Service.
5. Circumvent, disable, or otherwise interfere with security-related features of the Service or features that enforce limitations on its use;
6. Delete or in any manner remove or alter our trade names, copyright, trademarks, service marks, logos, domain names, and other distinctive brand features;

7. Use the Service to transmit, distribute, or otherwise make available through or in connection with the Service, any computer code, artifact, component, or any software to any third party which is not Yours or Your Affiliate's;
8. Transmit any malicious code, viruses, worms, or other items of a destructive or deceptive nature into or in connection with the Service;
9. Access or use the Service for the purpose of bringing an intellectual property infringement claim against Zimena or for the purpose of creating a product or service competitive with the Service.
10. Export any underlying software of the Service or any other software or data in violation of export administration regulations of the United States or any other applicable country.

# 7. Copyright Infringement

Zimena respects the rights of intellectual property owners. If you are a copyright holder and you believe that any of the copyrighted material which is directly available via Zimena infringes your copyrighted work, please let us know. Please send us a notice of alleged copyright infringement. If you are a US resident. pursuant to the Digital Millennium Copyright Act ("DMCA"), 17 United States Code § 512(c)(3), a notice of alleged copyright infringement should be sent to the following address:

Email: info@zimena.io

A notification of alleged copyright infringement must be addressed to the email as listed above and include the following:

1. A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;
2. Specific identification of each copyrighted work claimed to have been infringed;
3. A description of where the material believed to be infringed is located on the Service
4. Contact information for the complaining party, such as a complete name, address, telephone number, and email address;
5. A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement and acknowledgment that the information in the notification is accurate, and under penalty of perjury. Also in case you act on behalf of the owner of an exclusive rights a statement that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

# 8. Technology Limitations and Modifications

Zimena will make reasonable efforts to keep its Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Zimena reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of its Service, with or without notice, all without liability to

Customer for any interruption, modification, or discontinuation of its Services or any function or feature thereof. Customer understands and agrees that Zimena has no obligation to maintain, support, upgrade, or update its Services, or to provide all or any specific content through its Services during these technical difficulties.

# 9. Payment Model and Cancellations

1. Since our payment method is based on a "Pay as You Go" model, as long as you use our Services, your account on AWS will automatically be debited on a monthly basis; Unless you cancel your subscription through your subscription page on AWS. The cancellation will take effect the day after your request for cancellation of your subscription.
2. Zimena may change prices for its Services from time to time and will communicate any price changes to its Customer. Price changes for prospective customers will take effect immediately and for current customers, at the start of their next subscription period following the date of the price change.
3. Please note that in case there is any inconsistency between our payment policy and AWS policy, the latter shall apply.

# 10. Term of the Agreements and Termination

1. For each subscription request the customer puts on AWS and is accepted by Zimena, the Agreements are effective for a maximum of three months and will be automatically renewed if you continue to use our Services. The Agreements will continue to apply to you until terminated either by you or Zimena.
2. We may terminate the Agreements or suspend your access to our Services, if you breach any of the Agreements, including in the event of your actual or suspected unauthorized use of our Services or non-compliance with the Agreements. If you terminate the Agreements, or if Zimena suspends your access to its Services due to the violation of the Agreements, you agree that Zimena shall have no more liability or responsibility to you.

# 11. Warranty

We try to provide the best service we can, but you agree and hereby acknowledge that the Services are provided "as is", without express or implied warranty or condition of any kind. Customers use the Zimena Services at their own risk. Zimena disclaims any warranties or conditions of merchantability, fitness for a particular purpose or non-infringement.

In addition, Zimena does not warrant, endorse, guarantee, or assume responsibility for any Third Party Applications, Third-Party Application content, User Content, or any other product or service advertised or offered by a third party on or through Zimena Services or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that Zimena is not responsible or liable for any transaction between you and third-party providers of Third Party Applications or products or Services advertised on or through Zimena Services. As with any purchase of a product or service through any medium or in any environment, you should use your own judgment and exercise caution where appropriate. No advice or information whether

oral or in writing obtained by you from Zimena shall create any warranty on behalf of Zimena in this regard. Some aspects of this section may not apply in some jurisdictions.

# 12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ZIMENA, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE ZIMENA SERVICES, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER ZIMENA HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO ZIMENA SERVICES, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO ZIMENA DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in the Agreements removes or limits Zimena's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence.

# 13. Entire Agreement

This Agreement constitutes all the terms and conditions agreed upon between you and Zimena and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to Zimena are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Zimena that are not contained in the Agreements.

# 14. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

# 15. Choice of law

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the Agreements are subject to the Substantial Laws of England. Further, you agree to the exclusive jurisdiction of ICC (International Chamber of Commerce) Arbitration in

Spain to resolve any dispute, claim, or controversy that arises in connection with the Agreements. The language of the arbitration shall be in English.