

*Effective date: Apr 24, 2024*

# Terms of Service Agreement

ConfigCat (ConfigCat Korlátolt Felelősségű Társaság, a company registered in Hungary under company registry No. 01-09-352162 and having its registered seat at 1136 Budapest, Tátra utca 5/A 1. em. 2. ajtó, Hungary, hereinafter referred to as "ConfigCat", "we", "us" or "our") welcomes you to <https://configcat.com> (the "Website") and its services (including ConfigCat SDKs, APIs and related contents).

These terms and conditions of service collectively, with ConfigCat's "Additional Documents" (being the Privacy Policy under the European General Data Protection Regulation (GDPR), Cookie Policy, Billing Policy, Pricing Schedule, Rules of Conduct (Acceptable Use Policy), List of Third-party Providers and Service Level Agreement, and all other operating rules, policies and procedures that may be published from time to time on the Website by us) constitute the "Terms of Service" or "Agreement" and govern your use of the Website and the abovementioned services, features, products and/or content operated by ConfigCat (together with the Website, the "Services"), and provided to the Customer (the "Customer", "user", "sub-user", "you" or "your").

Please read these Terms of Service carefully before using the Services. These Terms of Service apply to all users of the Services and form a binding contract between you and us upon acceptance.

## 1. REGISTRATION, ACCESS, ELIGIBILITY

1.1 Using the Website (i.e. agreeing to use the Services by clicking "Sign up with..." or "Create Account" or placing an Order or using or accessing any Services) or by accessing to and using the Services constitutes your acceptance and agreement to be bound by these Terms of Service. The offering of the Services to you is conditional on your acceptance of this Agreement. If you do not agree to this Agreement, you must not access or use the Services.

1.2 By using the Website or by accessing to and using the Services, you acknowledge the receipt of this Agreement and all Additional Documents and agree to receive any updates to these by accessing the Website. By using our Website or purchasing our Services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy.

1.3 If you are using the Services on behalf of an entity, organization or company ("user Company"), then "you" or "Customer" means the user Company. If you are being invited to collaborate through an Account set up by a Customer, i.e. you are a Team Member, please note that in addition to this Agreement, your access and use of the Services is subject to your organization's control.

1.4 To access the Website, Customer may be asked to provide certain registration details or other information. It is a condition of your use of the Website. You shall keep these details and information and your Account up-to-date so we may send you notices, statements, and other information by e-mail or through your Account (or through in-app messages in the Dashboard). Notices to Customer will be deemed to have been duly given the day after such notice is sent. Notices and other messages via e-mail from us to You will be sent to your e-mail address provided at registration unless you expressly specify otherwise by providing other e-mail address(es) in your Account (e.g. for invoicing purposes). Alternatively, you can sign-up and log-in into your account using third-party resources such as Google, GitHub, Microsoft or Bitbucket buttons disposed into the 'Sign-Up' page.

1.5 You maintain all responsibility for determining whether the Services are accurate or sufficient for your purposes.

1.6 Compliance: You are solely responsible for ensuring that the use of Services and these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent of offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.7 Furthermore, the Services of ConfigCat are offered only for the Customer's use, and must not be shared with any third party.

1.8 User Company may permit its employees or representatives to use the Services, provided they use the Services for the user Company's benefit only and remain in compliance with this Agreement. User Company will be responsible and liable for all their use, access and compliance with the Terms of Service. If you are using the Services on behalf of a user Company, but you stop working for the user Company, the user Company must immediately terminate your access to its Account and any Services of ConfigCat.

1.9 Responsibility for Use: You agree that you are solely responsible for the activity made through your Account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). You must contact ConfigCat immediately if you believe that the security of your account has been compromised, if it is lost or have been misused. You agree to notify ConfigCat promptly of any unauthorized use of your user name or password or any other breach of security. Failure to comply with these requirements shall constitute a breach of these Terms of Service and shall constitute grounds for immediate termination of your Account and your right to use the Website. ConfigCat will not be liable for any loss or damage of any sort as a result of your failure to provide us with accurate information or to keep your account secure.

1.10 Provision of the Services: Subject to the terms of this Agreement, ConfigCat will (i) use commercially reasonable efforts to provide Customer the Services and (ii) provide applicable standard customer support for the Services as set out in the SLA. ConfigCat operates its Services in, and provides them to its Customers from, the territory of Hungary.

1.11 System Requirements: Customer is responsible for acquiring internet connections, data equipment, connections, software and other additional equipment needed for the use of the Services, including the costs, operation, maintenance and support of all such equipment, connections and software. Customer shall also be responsible for maintaining the security of the equipment.

## 2. CONTENT

2.1 For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, written posts and comments,

scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

2.2 User Content: You and other third party users of the Website may be permitted to post, add, create, upload, distribute, submit, contribute, publish, display, make available or transmit to others (hereinafter collectively: "post") content, data, information, materials or hosted applications on or through the Website. All Content posted to the Services or to ConfigCat by users (collectively "User Content"), whether posted publicly or privately, is the sole responsibility (including its legality, reliability, accuracy and appropriateness) of the person who originated such User Content.

2.3 You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate. We are under no obligation to post or use any User Content and reserve the right to edit or remove User Content that violate these Terms of Service in our sole discretion.

2.4 The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

2.5 Customer's Application: Customer remains to be responsible for Customer Applications in all respect. In particular, Customer understands and agrees that Customer Applications must comply with all applicable laws and regulations in any jurisdictions in which Customer Applications may be delivered. Customer shall be solely responsible for, and ConfigCat shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, related or attributable to, or otherwise involving your Customer Application.

### 3. LICENCE

3.1 Subject to these Terms of Service and for the Subscription Term, we grant each user of the Services a worldwide, non-exclusive, revocable, non-sub-licensable and non-transferable license to use Content solely for purposes of using the Services.

3.2 Use, reproduction, modification, distribution etc of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

3.3 SDK licensing terms: Customer acknowledges and agrees that ConfigCat SDKs are necessary to access and use the Services. However, such ConfigCat SDKs will not be provided to Customer directly via its Account. ConfigCat will make reasonable efforts to make the ConfigCat SDKs available under the relevant Github repository subject to applicable open-source licensing terms. Customer agrees that it is responsible for obtaining, installing and ensuring the proper usage of the ConfigCat SDKs. ConfigCat makes no representations, warranties or is otherwise liable or obligated hereunder with respect to such ConfigCat SDKs. ConfigCat SDKs may change from time to time, and ConfigCat will use commercially reasonable efforts to notify Customer if material changes occur.

3.4 ConfigCat may use any Suggestions that you send or share with ConfigCat, without any obligation to you. You hereby grant to ConfigCat a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Suggestions.

3.5 By submitting any User Content to the Services (including ConfigCat's APIs and ConfigCat SDKs), excluding privately transmitted User Content that will be not divulged, you grant us a limited worldwide, non-exclusive, revocable, royalty-free, non-sub-licensable and non-transferable license to use (including but not limited to the displaying, hosting, copying, and reproducing in any form) the User Content for the sole purpose of, and to the extent necessary to performing and supplying the Services to the user until the earlier of expiry or termination of the Services. We acknowledge and

agree that use, reproduction, modification, distribution, exploitation or storage of any User Content for any other purpose is expressly prohibited without user's permission. ConfigCat shall not sell, license, rent, or otherwise use or exploit any User Content for commercial use or in any way that violates your or any third party rights.

3.6 Nothing in this Agreement shall operate as a transfer of any intellectual property owned by, or licensed to, ConfigCat or any of its affiliates, unless expressly provided otherwise in this Agreement. We shall retain all ConfigCat Intellectual Property Rights, and this Agreement does not grant you any right, title, or interest with respect to the Services or in any ConfigCat Intellectual Property Rights, except as expressly set out in this Agreement. Customer acknowledges and agrees that accordance with section 3.3, ConfigCat SDKs are subject to applicable open-source licensing terms. By using or installing the relevant ConfigCat SDKs, you agree to the applicable licensing terms. The Parties acknowledge that this Agreement does not give ConfigCat any ownership interest in Customer Applications.

3.7 By using the Services You give your consent to ConfigCat to the use (limited to the electronic and paper-based copying and publishing, without any territorial restriction) of your name and your company logo for the purposes of including it or to refer to it in our case studies, promotional and marketing materials, in the "Trusted by companies" section of the ConfigCat Website, and other write-ups. However, nothing in this Section shall operate as a transfer of any intellectual property pertaining to your business name or logo owned by you to ConfigCat.

## 4. THIRD PARTY SERVICES

4.1 The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. These links are provided for your convenience only. When you access third party resources on the Internet, you do so at your own risk and subject to the applicable terms and conditions of use for such websites. These other resources and are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or for any loss or damage that may arise from your use of them or any other aspect of such websites or resources.

4.2 Additionally, we currently use third-party providers (as listed in our List of Third-party Providers updated from time-to-time) for multiple purposes, including among others the following:

- (a) to properly manage the information received by the users;
- (b) to manage and process any payment and monetary transaction;
- (c) to distribute and cache (i) the content of our websites and (ii) your feature flag and setting data including the targeting rules and all associated data you provide to us for the purpose of feature flag management and remote configuration;
- (d) to communicate and receive messages from our customers.

4.3 We invite and suggest the Customer to read and understand their internal Privacy Policies to have a clear and general knowledge about their data treatments and data protection policies.

4.4 Integrations: Customer may enable or disable integrations with Third-Party Services. As a result of such choices and instructions, Customer (i) grants to ConfigCat the right to access and interoperate with that Third-Party Service during the Subscription Term in order to provide and support the Service and (ii) acknowledges that Third-Party Services may access, use, disclose, modify or delete Customer Content. Customer is responsible for complying with the terms and conditions and policies of such Third-Party Service. ConfigCat does not endorse, is not liable for, and makes no representations in respect of any Third-Party Service, or the manner in which such Third-Party Service uses, stores, or processes Personal Data.

4.5 Interoperability: You understand and agree that ConfigCat does not control Third-Party Services' features and functionality, and Third-Party Services may change without any notice to us. If any Third-Party Service stops providing access to certain features or functionality, we may stop providing access to certain features and functionality of our Services. ConfigCat will not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by the Third-Party Service.



## 5. PAYMENTS, BILLING AND PRICING

### 5.1 SUBSCRIPTION

5.1.1 Service Plan: You shall choose the type of your subscription or Service Plan when you Sign up for the Services (for the types of subscription please check the Website at <https://configcat.com/pricing/>). You are allowed to use our Services according to your subscription and in accordance with the Terms of Service; access to and use of the Services is restricted to the usage limits (e.g. monthly download count limit, monthly traffic volume limit) applicable to your Service Plan.

5.1.2 Free Services and Paid Services: ConfigCat offers both Free Services and paid Services. If Customer submits an Order for a paid Service directly through the website of ConfigCat, then prices and features of Services depend on the Service Plan selected by Customer. ConfigCat's current prices and features are published on its Website.

5.1.3 Change of Subscription: You may request to change (upgrade or downgrade) or cancel your subscription anytime which request will be dealt with by us without delay.

5.1.4 Automatic Renewal: Unless you cancel your subscription by giving a written notice of non-renewal at least 30 (thirty) days before the end of your Subscription Term, your subscription will automatically renew for the same term upon expiration on the terms and conditions of this Agreement effective as at the renewal date and at fees applicable to your Service Plan effective as at the renewal date. In case of renewal, fees are due and payable within 15 (fifteen) days of the renewal date.

5.1.5 Usage Limits: ConfigCat may remotely review your use of the Services for comparison with your rights of use, and upon ConfigCat's request you shall provide any reasonable assistance to verify your compliance with these Terms of Service. You are solely responsible for complying with usage limits applicable to your Service Plan. If ConfigCat determines that you have exceeded the usage limits applicable to your Service Plan or your permitted use of the Services by not more than 20% then we will notify you and within thirty (30) days thereafter you shall either: (a) disable any unpermitted use or (b) purchase additional subscriptions commensurate with your actual use (upgrade to a different Service Plan) or (c) pay Excess Usage Charges. If you fail to comply with the provisions set out in our notification within the applicable deadline, ConfigCat has the absolute right to disable your Account



or refuse offering the Services. Excess Usage Charges are due and payable immediately.

5.1.6 Free Service: If Customer registers for a Free Service, Customer may need to accept additional terms and conditions upon registration. Any such additional terms and conditions are hereby incorporated into this Agreement by reference and are legally binding. It will be ConfigCat's sole decision as to whether any eligibility requirement has or has not been met and ConfigCat may require evidence or confirmation for such purpose. ConfigCat may suspend, cancel or terminate any type of Free Service at its sole discretion any time with immediate effect.

5.1.7 No Set-Off: Any right of Customer to set off and/or withhold any payments due under this Agreement vis-à-vis ConfigCat is hereby expressly waived and excluded.

## 5.2 PAYMENT METHODS & REFUNDS

5.2.1 Payment and billing: You are obliged to and responsible for the payment of the relevant fees, in the currency quoted at the time of the Order. Fees will automatically be charged monthly or annually, for each month or year, depending upon the billing period selected by Customer for the subscription.

5.2.2 Payment by Card: You can pay for the Services of ConfigCat by credit card, debit card. Please note that any payment terms presented to you in connection with your subscription (in the process of using or signing up for Services) are deemed part of this Agreement. If Customer provides ConfigCat with credit or debit card ("Payment Card") details for the payment of fees, Customer: (i) represents that it is authorized to use such Payment Card; (ii) authorizes ConfigCat to charge such Payment Card on a periodic basis for the fees when due, including upon submitting an Order for a paid Service and upon renewal; and (iii) agrees to keep its Payment Card details valid and current.

5.2.3 Wire Transfer and Other Payment Methods: If the applicable fees will be paid by a method other than Payment Card, then ConfigCat will invoice Customer in accordance with the terms of the Order. Customer understands and acknowledges that choosing a payment method other than Payment Card results in additional costs for the Customer as set out by ConfigCat in its Billing Policy and Pricing Schedule.

5.2.4 Additional Charges: ConfigCat is not responsible for any additional cost relating to the payment method chosen by the Customer or Customer's bank. Customer is responsible for any such charges or costs. Customer authorises

ConfigCat to (i) provide relevant information to third party service providers to complete the payment, and (ii) issue an electronic invoice in accordance with the information provided by the Customer. Customer agrees to accept e-invoices sent to its e-mail address; e-invoices are deemed to have been duly delivered on the 5th day after sending via e-mail by ConfigCat. You are obliged to, and solely responsible for, keeping your payment and billing information up-to-date in your Account; failure to do so may result in additional charges to be borne by you as set forth in the Billing Policy and Pricing Schedule.

**5.2.5 Payment Processors:** We use third-party payment processors (the "Payment Processors") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for the use of the paid Services. The processing of payments may be subject to the terms, conditions and privacy policies of the Payment Processors in addition to this Agreement. We are not responsible for any error by the Payment Processors. By choosing to use paid Services, you agree to pay us, through the Payment Processors, all charges, and fees at the prices then in effect for any use of such paid Services in accordance with the applicable payment terms. You authorize us, through the Payment Processors, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. However, we reserve the right to correct any errors or mistakes that the Payment Processors make even if it has already requested or received payment.

**5.2.6 Changes of fees:** Fees stated on the Website are final. However, ConfigCat reserves the right to change any fee or price of the Services on its sole discretion (i) on the basis of the Harmonized Index of Consumer Prices for the European Union (HICP EU 27) published by Eurostat or (ii) if there is a material change of circumstances. ConfigCat will provide you an advance notice about the change of any fees or prices within 15 (fifteen) days by e-mail or through in-app messages in the Dashboard.

**5.2.7 No Refunds, Non-Payment, Late Payment:** Payments are non-refundable and non-creditable, payments are due immediately and are non-refundable except as required by law or as otherwise specifically permitted in this Agreement, and payment obligations are non-cancellable. Late payments are subject to a service charge equal to the higher of 1.5% per month of the amount due or the amount prescribed by law and all expenses of debt collection, including but not limited to payment reminder fees, billing fees as set out in the Billing Policy and Pricing Schedule and reasonable legal costs.

## 5.3 TAXES

5.3.1 Payments to be Free and Clear: ConfigCat's fees are exclusive of all taxes, and you must pay any applicable sales, use, VAT, GST, excise, withholding, or similar taxes, duties or levies assessable by any local, state, provincial domestic or foreign jurisdiction, associated with your purchase of, payment for, access to or use of any Services ("Tax"). All sums payable by you under this Agreement shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any Tax or other deductions or withholdings of any nature.

5.3.2 Grossing-up of Payments: Taxes shall not be deducted from the payments to us, except as required by law, in which case you shall increase the amount payable as necessary so that after making all required deductions and withholdings, we receive and retain (free from any tax liability) an amount equal to the amount we would have received had no such deductions or withholdings been made. You shall promptly forward to ConfigCat copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

5.3.3 ConfigCat will invoice Customer for such Taxes if ConfigCat believes that it has a legal obligation to do so, and Customer agrees to pay such Taxes if so invoiced. If Customer is exempt from paying any Taxes, Customer must provide ConfigCat with a valid exemption certificate for all relevant jurisdictions, and ConfigCat will not collect the Taxes covered by the relevant certificate. In the unexpected case where Withholding Taxes apply, Customer will pay ConfigCat net of any applicable Withholding Taxes.

## 6. SUSPENSION

6.1 Suspension upon notice: In addition to other rights and remedies available, ConfigCat may suspend or limit access to the Services upon notice to Customer, if (i) Customer fails to timely pay any amount owed to ConfigCat if such breach remains uncured after 5 (five) days from the date of receipt of such notice; or (ii) Customer uses the Services in excess of the applicable usage limits (but applicable usage limit is exceeded by not more than 20%) if such breach remains uncured after 30 (thirty) days from the date of receipt of such notice.

6.2 Suspension for cause: ConfigCat may suspend or limit access to Services immediately if (i) Customer or its User breaches any provision of this Agreement, or the documents referred to in this Agreement; or (ii) ConfigCat has reason to believe that Customer is in breach of any applicable law or regulation; or (iii) ConfigCat is requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency; or (iv) Customer is or becomes subject to any bankruptcy or similar proceedings; or (v) if, in its sole discretion, ConfigCat believes that suspension is necessary to prevent harm or liability to ConfigCat, other Customers or third parties, or to preserve the security, stability, availability or integrity of the Services; or (vi) in case of any denial-of-service attack (DoS attack) or any distributed denial-of-service attack (DDoS attack); or (vii) if Customer uses the Services in excess of the applicable usage limits (if applicable usage limit is exceeded by 20% or more).

6.3 Effects of suspension: As a result of suspension in accordance with this section, Customer's and its Users' access to the Services will be temporarily unavailable. However, Customer Content will not be deleted unless specified otherwise in this Agreement or Customer explicitly requests their deletion. Customer will remain responsible for payment of fees during any suspension period. Unless this Agreement has been terminated, ConfigCat will cooperate with Customer to promptly restore access to the Services once it verifies that Customer (and its Users) have resolved the condition requiring suspension.

## 7. WARRANTY DISCLAIMERS

7.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONFIGCAT DISCLAIMS ALL WARRANTY AND REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, SUITABILITY, ACCURACY, COPYRIGHT OR AVAILABILITY OF THE WEBSITE OR ANY MATERIAL OR CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICES.

7.2 THE WEBSITE AND THE SERVICES, INCLUDING WITHOUT LIMITATION ANY INFORMATION DELIVERED AS PART OF THE SERVICES, AND CONTENT ARE PROVIDED TO YOU BY CONFIGCAT ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND.

7.3 CONFIGCAT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, THE WEBSITE CONTENT, NON PRODUCTION INSTANCES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 CONFIGCAT NEITHER REPRESENTS NOR WARRANTS THAT CONFIGCAT TECHNOLOGY WILL BE ACCURATE, TIMELY, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR MALICIOUS SOFTWARE OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS, EXPECTATIONS OR REQUIREMENTS. CONFIGCAT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS.

7.5 THE SERVICES CONTAIN INFORMATION PROVIDED BY ONE OR MORE THIRD PARTY DATA PROVIDERS. CONFIGCAT DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE INFORMATION PROVIDED BY ANY SUCH THIRD PARTY PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT NEITHER CONFIGCAT NOR ANY SUCH THIRD PARTY PROVIDER HAS ANY OBLIGATION TO CORRECT INFORMATION ABOUT YOU, EXCEPT AS REQUIRED BY APPLICABLE LAW. INFORMATION YOU REQUEST MAY NOT BE AVAILABLE OR MAY NOT BE PROVIDED, AND CONFIGCAT HAS NO LIABILITY FOR SUCH FAILURE. THE DISCLAIMERS IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT. ANY STATUTORILY REQUIRED WARRANTIES GRANTED UNDER APPLICABLE LAW, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD AND WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF OUR WEBSITE, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK.

## 8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL WE, NOR OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE WITH RESPECT TO THE SERVICES (I) FOR ANY LOSS OF REVENUE, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY DISTRIBUTED DENIAL OF SERVICE ATTACK, BUGS, VIRUSES, TROJAN HORSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES WHETHER CAUSED BY TORT, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE LEGAL THEORY IN EXCESS OF (IN THE AGGREGATE) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE ONE MONTH PERIOD IMMEDIATELY PRECEDING, EVEN IF CONFIGCAT HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.

8.2 CONFIGCAT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE SERVICE IS EUR 50. CONSEQUENTLY, CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST CONFIGCAT ARISING OUT OF THE PURCHASE OR USE OF THE SERVICES IN EXCESS THE FOREGOING. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE SERVICES.

8.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT THAT THIS SECTION 8 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES THAT WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.4 The parties agree that the relevant fees of the Services represent an agreed allocation of the risks of this Agreement between the parties as well as the limitation of liability in accordance with their agreement. This allocation is an essential element of the basis of the bargain between the parties. Each of

these provisions is severable and independent of all other provisions of this Agreement.

8.5 IN ADDITION, YOU AGREE THAT CONFIGCAT IS NOT RESPONSIBLE FOR ANY RESULT OF YOUR EXPOSURE TO ANY DEFAMATORY, LIBELOUS, THREATENING, UNLAWFULLY HARASSING, OBSCENE OR OTHERWISE UNLAWFUL CONTENT OR DATA.

8.6 NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 8 EXCLUDES EITHER PARTY'S LIABILITY (I) FOR DEATH OR PERSONAL INJURY OR (II) FOR BREACH OF CONTRACT CAUSED BY A PARTY'S WILFUL MISCONDUCT, OR (III) the infringement of the payment obligation of the Customer under the relevant Order.

8.7 Furthermore in any case ConfigCat shall be relieved of liability if able to prove that the damage occurred in consequence of circumstances unforeseen by ConfigCat or beyond his control. Furthermore ConfigCat will not be liable to Customer or to any other third party for failure to perform or any delay in the performance of the Service due to fire, flood, war, riot, strike, explosion, lock out, injunction, natural disaster, interruption of transportation, acts of war, terrorism, labour disputes, acts of civil or military authority, power blackouts, denial of service attacks, bugs, computer viruses, trojan horses or any other event beyond ConfigCat's reasonable control.

## 9. INDEMNIFICATION

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR AFFILIATES, PARENTS, SUBSIDIARIES, ANY RELATED COMPANIES, LICENSORS AND PARTNERS, AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, DIRECTORS, SUPPLIERS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, JUDGEMENTS, LOSSES, COSTS AND EXPENSES, (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), RESULTING FROM YOUR (OR ANY THIRD PARTY USING YOUR ACCOUNT OR IDENTITY IN THE SERVICES) USE OR MISUSE OF THE WEBSITE, OR ACCESS TO THE SERVICES, CONTENT, OR OTHERWISE FROM YOUR USER CONTENT, VIOLATION OF THESE TERMS OF SERVICE OR OF ANY LAW, OR



INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY.

9.2 WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL ASSIST AND COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## 10. TERMINATION AND ACCESS

10.1 Termination by Customer: Customer may terminate this Agreement if ConfigCat shall fail to provide the Services, and such failure shall continue for a period of thirty (30) days after notice thereof from Customer to ConfigCat; provided, however, if the nature of the breach is such that more than thirty (30) days is reasonably required to complete the cure of such breach, then ConfigCat shall have such additional reasonable time to effect a cure, provided that ConfigCat commences to cure such breach within the foregoing thirty (30) day period and thereafter diligently proceeds to complete such cure, and provided further that such extended cure period shall not in any event extend longer than sixty (60) days from Customer's notice of default. In this case, ConfigCat will provide Customer with a pro-rata refund of any pre-payment.

10.2 Termination by ConfigCat: ConfigCat reserves the right, in its sole discretion, to terminate the Agreement with you and your access to all or any part of the Services at any time, with or without notice, effective immediately, (i) as a result of your violation of any of these Terms of Service or any law, or (ii) if you misuse system resources, or (iii) if access to the Services is suspended or limited for a period of at least 10 (ten) days, or (iv) in case of any voluntary or involuntary bankruptcy, insolvency, liquidation, winding-up, execution or similar procedure is commenced against Customer. Any such termination may result in the forfeiture and destruction of information associated with your Account. ConfigCat may provide prior notice of the intent to terminate Services to you if such notice will not, in ConfigCat's discretion, run counter to the intents and purposes of these Terms of Service.

10.3 Discontinuance: Should ConfigCat as a company cease to exist or the entire scope of Services provided by it discontinue, we shall notify you by

e-mail or through your Account 6 (six) months in advance. Furthermore, ConfigCat reserves the right, in its sole discretion, to terminate the Agreement with you and your access to all or any part of the Services at any time, with notice, effective as at the last day of the Subscription Term or the 90th (ninetieth) day following such notice of termination, whichever is earlier. In this case, ConfigCat will provide Customer with a pro-rata refund of any pre-payment.

10.4 Refunds: Except as otherwise set forth hereunder, any and all fees paid hereunder are non-refundable and any and all fees owed to ConfigCat before such termination shall be immediately due and payable by Customer, including any liabilities that may have been incurred prior to termination such as ConfigCat's costs for collection (including attorneys' fees) of any such charges or other liabilities. Upon termination, any and all rights granted to Customer by this Agreement will immediately be terminated, and Customer shall promptly discontinue all use of the Services. If you wish to terminate your Account, you may do so by following the instructions on the Website, or through the Services.

10.5 Effects of Termination: If this Agreement is terminated: (i) the rights and licences granted under this Agreement to Customer will cease immediately, and (ii) ConfigCat may delete the Account of Customer and any Customer Content relating to Customer's Account.

10.6 Survival: Notwithstanding the termination of these Terms of Service for any reason, all provisions of these Terms of Service which by their nature should survive termination will survive termination, including, without limitation, licenses of User Content, ownership provisions (Section 2), Warranty Disclaimers (Section 7), Limitation of Liability (Section 8) and Indemnification (Section 9).

## 11. USER REPRESENTATIONS AND WARRANTIES

11.1 If you are using the Services on behalf of a user Company, then you are binding the user Company to this Agreement. Furthermore, you represent and warrant that you have the legal power and authority to bind the user Company to these Terms of Service and you agree to be bound by the Terms of Service on behalf of the user Company.

11.2 By creating an Account or using the Services you represent and warrant to ConfigCat that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against you in accordance with its terms; (b) no authorization or approval from any third party is required in connection with your execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which you are a party or by which you are otherwise bound.

11.3 You hereby represent and warrant, that you are 18 years of age or older and you are of the legal age of majority in the jurisdiction in which you reside.

11.4 You hereby represent and warrant, that all information (including billing information) you provide is true, correct, current, accurate and complete, and you shall promptly update such data to keep it true, correct, current, accurate and complete at all times.

11.5 You represent and warrant that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.

11.6 You represent and warrant that opinions expressed in User Content are those of the party posting the User Content and do not necessarily reflect the opinion of ConfigCat. ConfigCat is not responsible for (and has no liability with respect to) any User Content.

11.7 You represent and warrant that all of your User Contents do and will comply with these Terms of Service, and you agree to defend, indemnify and hold ConfigCat and its affiliates and licensors harmless for any breach of that representation and warranty.

11.8 You represent and warrant that you own or control all rights, title, and interest in and to the User Content and have the right to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

11.9 Customer represents and warrants that it is not named on any government or other applicable restricted-party list. Customer will not use and will not permit any of its Users to access or use any Service in an

embargoed or sanctioned country or for any purpose prohibited by applicable local or international laws and regulations.

11.10 You represent and warrant that neither you nor any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment to ConfigCat. Should that change You shall immediately inform ConfigCat thereon and promptly comply with your obligations set forth in Section 5.3 hereinabove.

## 12. MISCELLANEOUS

12.1 Inactivity: If Customer is registered for a Free Service and Customer has been inactive for at least 180 days and within such time period Customer does not subscribe for paid Service, ConfigCat may, at its sole discretion, terminate the Services and the Customer's Account upon prior notice.

12.2 Assignment: Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without ConfigCat's prior written consent. ConfigCat may freely assign its rights and obligations under this Agreement in its entirety to an Affiliate. Furthermore Customer hereby gives its prior consent to the transfer of contractual position of ConfigCat to any Affiliate.

12.3 Severability: In case any provisions of this Agreement or its parts hereof are unfeasible, unlawful, invalid or unenforceable, this shall not have an effect on the whole Agreement. The provisions not affected by the invalidity shall have full effect, and be enforceable. The Parties shall substitute the invalid or unfeasible provisions with such provisions that are mostly comparable to them and is the closest to the aim of the invalid or unfeasible provision and the contractual will of the Parties.

12.4 No Waiver: The failure of either party to enforce a provision of this Agreement is not a waiver of its right to do so later. The waiver by ConfigCat of any breach shall not be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. Any remedy made available to ConfigCat by any of the provisions of this Agreement is not intended to be exclusive of any other remedy. The partial or one-time exercise of a right or of a remedy by ConfigCat shall not exhaust the effect of that right or remedy, or the possibility to exercise otherwise.

12.5 Team Member's Disputes: It is solely Customer's responsibility to respond and resolve any dispute with any Team Member relating to or based on Customer Content, the Services or Customer's failure to fulfil his obligations under this Agreement. The Service is intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply in connection with the Services. In the unexpected case where any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in this Agreement will restrict, exclude or modify any mandatory rules of law.

12.6 Export restrictions: The Services may be subject to export laws and regulations. The Customer agrees to comply with all such laws and regulations in connection with the access to and use of the Services.

12.7 Changes: Please note that ConfigCat reserves the right to amend or to modify these Terms of Service in our sole discretion from time to time, provided that if any such alterations constitute a material adverse change to these Terms of Service, ConfigCat will notify you by e-mail, or by posting an announcement on the Website or through in-app messages in the Dashboard. Amendments and modifications apply prospectively only, but shall take effect immediately when posted on the Website (unless otherwise specified by us). Your continued use of the Website and access or use the Services following the posting of the amended or modified Terms of Service means that you accept and agree to be bound by such changes. For this reason, you are expected to review the Terms of Service from time to time (whenever you use the Services) to take notice of any changes we made, as they are binding on you. If you do not agree to the Terms of Service, the Privacy Policy or any of their changes, you may not use the Services and exit the Website and stop using the Services immediately.

12.8 Entire Agreement: This Terms of Service represents the complete and exclusive understanding relating to the Agreement's subject matter between the Customer and us. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to ConfigCat or any other subject matter covered by this Agreement. If Customer requires the use of a purchase order, no provision of any such document used by Customer will supersede or supplement this Agreement, and the terms and conditions of any such purchase order will have no legal effect.

12.9 Governing Law: This Agreement shall be governed by and construed in accordance with the stipulations of the laws of Hungary, excluding the Hungarian conflict of law rules and the Vienna Convention on Contracts for International Sale of Goods. The exclusive place of jurisdiction shall be the Buda Central District Court of Budapest, Hungary.

## 13. DEFINITIONS

In this Agreement:

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

ConfigCat SDKs mean the Software Development Kits (SDKs) provided in connection with the Services, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code).

Customer Application means one or more software programs developed by Customer.

Excess Usage Charges means the fees payable for the use of Service over and above the usage limits applicable to your Service Plan as specified in the Billing Policy or Pricing Schedule.

Free Service means any free trial, promotional offer, or other type of limited offer for use of the Services.

Intellectual Property Rights means all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, databases, softwares, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Order means the order form agreed to by the parties or the applicable ConfigCat check-out webpage to subscribe the Services.

Personal Data means any shall have the same meaning as under the General Data Protection Regulation (Regulation (EU) 2016/679).

Service Plan means the packaged service plan(s) and the relating functionality and services, as detailed on the ConfigCat website and/or Pricing Schedule, for the Services.

Subscription Term means the period of effectiveness of this Agreement, which begins on the date Customer accepts the terms of this Agreement and continues until Customer's subscription expires or its use of the Services ceases, whichever is later. Upon renewal, if any, a new Subscription Term commences.

Suggestions means any feedback, ideas, comments, enhancement requests, recommendations or suggestions.

Team Member means an individual, whether an employee, business partner, contractor, or agent of a Customer, who is being invited and permitted by Customer to use the Services subject to this Agreement.

Third-Party Services means computer software programs and other technology that are provided or made available to Customer or Team Members by third parties, including those with which the Service may interoperate.

Withholding Tax means any income taxes that are imposed on ConfigCat in which Customer is required by law to withhold or deduct on the payment to ConfigCat.

## CONTACT US

If you have any questions or concerns about this Terms of Service Agreement, or if none of the Service Plans meet your requirements and you would like to request an individual offer about our tailor-made services then please e-mail us at [support@configcat.com](mailto:support@configcat.com).