

TERMS OF SERVICE

1. SCOPE AND ACCEPTANCE

Welcome to ezeep. Please read these terms and conditions of service (these “Terms”) carefully. Once accepted they form a contract (“Contract”) between you and Cortado Inc. d/b/a ezeep, Inc., 3858 Walnut St, Suite 130, Denver, CO 80205 (“ezeep”, “we”, “us”, or “our”), that governs your access and use of our Services, which shall comprise (together the “Services”):

- a. the solution provided by ezeep for printing files and documents and their contents, displaying reports and dashboards of usage (“Contents”);
- b. the service for the administration, monitoring and usage of any users and printers (output devices) by you or third parties (“Infrastructure”);
- c. the software offered by ezeep including but not limited to the web-application, mobile applications, desktop and server applications (“Software”);
- d. the websites owned and operated by ezeep (together the “Website”);
- e. any written or electronic use or features guides or other documentation provided or made available by ezeep (the “User Guides”); and
- f. any technical support services provided or made available by ezeep (the “Support Services”).

BY, REGISTERING FOR AN ACCOUNT OR USING ANY OF THE SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO THESE TERMS AND ARE AGREEING TO BE BOUND BY AND A PARTY TO THIS BINDING CONTRACT.

IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO AGREE TO THEM ON BEHALF OF YOUR ORGANIZATION, YOU MUST NOT REGISTER FOR AN ACCOUNT WITH US AND MUST NOT USE THE SERVICES.

Should you have any questions concerning these Terms, please contact hello@ezeep.com.

If you are using the Services on behalf of an organization:

- you are agreeing to these Terms for that organization and represent and warrant to ezeep that you have the authority to bind that organization to these Terms (in which event, “you” and “your” will refer to that organization) unless that organization has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services;
- you may use the Services only in compliance with these Terms and only if you have the power to form a contract with ezeep and are not barred under any applicable laws from doing so; and
- your use of the Services shall be governed by these Terms, except where any separate agreement governing your ezeep account that expressly purports to supersede or prevail over these Terms.

You should print a copy of these Terms or save them to your computer for future reference.

2. CHANGES TO THESE TERMS

We may change these Terms from time to time due to changes in our Services and the laws that apply to us and you. We will date and post the most current version of these Terms on our Website. If we make any changes, we will notify you by revising the “Last Updated” date at the top of these Terms and in some cases, where appropriate, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). Any changes will be effective upon posting the revised version of these Terms on our Website (or such later effective date as may be indicated at the top of the revised Terms).

If, in our sole discretion, we deem a revision to these Terms to be material, we will notify you via the Services and/or by email to the email address associated with your account. Notice of other changes may be provided on

the Website or related ezeep's blogs. We therefore encourage you to check the date of these Terms whenever you visit our Website to see if these Terms have been updated.

If we do update these Terms and you do not agree to the updated Terms, you shall be free to decide whether to accept the Terms or stop using the Services. You can deactivate your account with us at any time by deactivating your account through "Your Account" settings.

Your continued access or use of any portion of the Services constitutes your acceptance of such changes. If you don't agree to any of the changes, we're not obligated to keep providing the Services, and you must cancel and stop using the Services without undue delay.

3. ACCESS TO THE SERVICES

Once you have created an account (see "Your Account") and you accept these Terms you may use the Services on a non-exclusive, non-transferable basis, solely in strict compliance with these Terms and all applicable laws. You do not obtain any other right or interest in ezeep or the Services.

You may only purchase Services from our Website if you are of legal age to enter into binding contracts in your place of residence. Individuals under legal age are not permitted to use the Website without the consent or supervision of a parent or legal guardian.

The Services are not currently directed to children and we expect that the use of the Services by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Services if they understand their rights and responsibilities as stated in these Terms. Please ensure that you are complying with any laws applicable to you before submitting any child's personal information or permit any child to submit personal information to us in connection with the Services.

4. YOUR ACCOUNT

To obtain access to certain Services, you will be required to obtain an account with ezeep (become a "Registered User"). You can create an account by completing a registration form and designating a user ID and password.

When registering with ezeep you must: (a) provide true, accurate, current and complete information about yourself as requested by the Services registration form (such information being the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You can amend your Registration Data at any time via the "Your Account" page.

Upon acceptance of these Terms and completion of the registration process, you will have opened an account with ezeep and will become a Registered User. At this point, you can begin to use all of the Services. Only you may use your ezeep account. You must keep your account and passwords confidential and not authorize any third party to access or use the Services on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Services. You are responsible for all activities that take place with your account. ezeep will not be liable for any loss or damage arising from any unauthorized use of your accounts.

If a third party such as an employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Content in your account and/or manage Infrastructure in your account.

If you are an individual Registered User of the Services, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between ezeep and such organization and controlled by such organization.

We reserve the right to suspend or terminate your account if it appears to us that you are, or your account has been used in breach of these Terms (including by providing false Registration Data or other misuse of the Website and Services) or any applicable laws.

You may close your account with us at any time by deactivating your account through “Your Account” settings.

5. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.

By registering with ezeep, you understand that we may use your email address to send you communications or information regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) where you agree, promotional information and materials regarding ezeep’s products and services, via electronic mail.

6. CONTENT AND INFRASTRUCTURE

Except for material licensed by us to you, we don’t claim ownership of any Content that is transmitted, stored, or processed in your account(s) and such Content is your sole responsibility as the person who created the Content or introduced it into the Services. We also don’t control, verify, or endorse the Content that you and others make available on the Services.

We provide functions that allow you to control who may access your Content and Infrastructure. If you enable the features that allow you to share the Content and Infrastructure with others, anyone you’ve shared Content and Infrastructure with (including the general public, in certain circumstances) may have access to your Content and Infrastructure.

You hereby grant ezeep and its contractors the right, to use, modify, adapt, reproduce, distribute, display and disclose Content and Infrastructure posted on the Services solely to the extent necessary to provide the Services or as otherwise permitted by these Terms.

You represent and warrant that: (a) you have all the rights in the Content and Infrastructure necessary for you to use the Services and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content and the sharing, publication, usage or broadcasting of the Infrastructure doesn’t breach any law or these Terms.

ezeep shall use reasonable skill and due care in providing the Services, but ezeep does not guarantee or promise that any Content you transmit through the service and any Infrastructure you may use through the Services will not be subject to inadvertent damage, temporary unavailability, corruption or loss. To the maximum extent permitted by law and except as set out in these Terms, ezeep will have no liability of any kind as a result of your Infrastructure and/or our Services not working.

You must immediately notify ezeep in writing of any unauthorized use of any (a) Content or Infrastructure (b) any Account or (c) the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide ezeep with such cooperation and assistance related to any such unauthorized use as ezeep may reasonably request.

7. SUPPORT SERVICES

7.1 Scope of Support Services

Subject to the limitations set forth in these Terms, we will provide you with telephone and email Support Services at our standard level of service unless we have agreed upon a different service level with you.

7.2 Availability

Phones and emails are answered during the times set forth in your service level. Support availability may occasionally vary from stated hours due to downtime of systems and circumstances beyond our control. Phone support requests will be handled in the order in which they are received. Email support requests will be processed within the time period stated in your service level.

7.3 Restrictions

- a. ezeep has no obligation to provide Support Services if your account has payments outstanding.
- b. We will provide Support Services only for the Services that you subscribed to. Support availability for a particular Software or product version is subject to change at any time without notice.

- c. We may limit or terminate Support Services or may elect not to renew additional Support Services if you use the Support Services in an irregular, excessive, abusive or fraudulent manner or use the Services with third party software that is determined in our sole discretion to be incompatible. Examples of such use include a high number of support requests that concern previously resolved issues and/or general usability, repeated posing of questions to which the answer is readily found in the User Guides, and discussion of issues that are not related to technical support.
- d. Resale or transfer of access to Support Services is strictly prohibited and will be grounds for termination or non-renewal of Services.

8. SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

We reserve the right to temporarily suspend or terminate your access to the Services at any time in our sole discretion, without incurring liability of any kind to you for: (a) your actual or suspected violation of these Terms; (b) your use of the Services in a manner that may cause ezeep to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; (f) unplanned technical problems and outages; or (g) if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If, in ezeep's determination, the suspension might be indefinite and/or ezeep has elected to terminate your access to the Services, ezeep will use commercially reasonable efforts, to notify you through the Services. We may also terminate the Contract for any reason by providing you 30 days advance notice.

You acknowledge that if your access to the Services is suspended or terminated, you may no longer have access to the Content or Infrastructure managed with the Services.

9. ACCEPTABLE USE

You must not use the Services to harm others or the Services. For example, you must not use the Services to harm, threaten, or harass another person, organization, or ezeep and/or to build a similar service or website. You must not damage, disable, overburden, or impair the Services (or any network connected to the Services); resell or redistribute the Services or any part of it; use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; or use any automated process or Services (such as a bot, a spider, or periodic caching of information stored by ezeep) to access or use the Services.

In addition, you promise that you will not encourage or assist any third party to engage in any disruptive or unlawful activity, including, but not limited to, the following:

- a. modify, alter, tamper with, repair or otherwise create derivative works of any Software;
- b. reverse engineer, disassemble or decompile the software used to provide or access the Services, including the Software, or attempt to discover or recreate the source code used to provide or access the Services, except and only to the extent that the applicable law expressly permits doing so;
- c. use the Services in any manner or for any purpose other than as expressly permitted by these Terms, any User Guides or any other policy, instruction or provisions applicable to the Services that are available on the Services ("Policies");
- d. sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- e. remove, obscure or alter any proprietary rights notice pertaining to the Services;
- f. access or use the Services in a way intended to improperly avoid incurring Fees (as defined below) or exceeding usage limits or quotas;
- g. use the Services in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or

other situations in which the failure of the Services could lead to death, personal injury, or physical property or environmental damage;

- h. use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through ezeep; (iv) store or transmit inappropriate Content, such as Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that infringes the intellectual property rights or rights to the publicity or privacy of others; (v) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (vi) abuse, harass, stalk or otherwise violate the legal rights of a third party;
- i. interfere with or disrupt servers or networks used by ezeep to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Services;
- j. access or attempt to access ezeep's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
- k. cause, in ezeep's sole discretion, inordinate burden on the Services or ezeep's system resources or capacity; or
- l. share passwords or other access information or devices or otherwise authorize any third party to access or use the Software or the Services.

We will make all judgments concerning the applicability of these Terms in our sole and exclusive discretion. We reserve the right, in our sole discretion, to determine whether and what action to take in response to each notification of a violation, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any Infrastructure or Content.

10. UPDATES AND CHANGES TO THE SERVICES

ezeep reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Services at any time.

We may add or remove functionalities or features, and we may suspend or stop Services altogether.

ezeep may post on its Website and/or will send an email to the primary address associated with your account to provide notice of any material changes to the Services. It is your responsibility to check your primary email address registered with ezeep for any such notices. You agree that ezeep shall not be liable to you or any third party for any modification, cessation or discontinuation of the Services.

11. SOFTWARE

If you receive Software from us, its use will be subject to the terms of the license agreement that accompany the Software. You must accept such terms in order to use the Software. If no license is presented to you when you download the Software, these Terms apply. We reserve all other rights to the Software.

We may automatically check your version of the Software. You acknowledge and agree that we may also automatically download to your computer or device new versions of the Software as part of the Services.

Any Software is licensed, not sold. Unless we notify you otherwise, your right to use the Software ends when your right to use the Services ends. You must then promptly uninstall the Software, or we may disable it. You must not work around any technical limitations in the Software.

12. THIRD-PARTY SERVICES AND CONTENT

All transactions you make using the Services are between the relevant transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third-party services, including printers and output devices, websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge and agree that we are not responsible for such Content, Infrastructure or services. We may also provide some Content and Infrastructure to you as part of the Services. However, ezeep is not an agent of any transacting party, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third party. Similarly, we are not responsible for any third-party Content or Infrastructure you access with the Services, and you irrevocably waive any claim against us with respect to such sites, Infrastructure and third-party Content.

ezeep shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services.

Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breach of these Terms.

13. EZEEP PROPRIETARY RIGHTS

As between ezeep and you, ezeep or its licensors own and reserve all right, title and interest in and to the Services and all hardware, Software and other items used to provide the Services (including all intellectual property rights therein), other than the rights explicitly granted to you to use the Services in accordance with these Terms. No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by ezeep. In the event that you provide comments, suggestions and recommendations to ezeep with respect to the Services (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Services) (collectively, "Feedback"), you hereby grant to ezeep a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

14. PRIVACY AND DATA SECURITY

Use of Data: In order to operate and provide the Services, we collect certain personal information and data about you. As part of the Services, we may also automatically upload information about your computer or device, your use of the Services, and the performance of the Services.

„For more information on how we deal with your data, ezeep refers to its valid Data Privacy Statement, which is available here [\[link\]](#).“

We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services as part of our efforts to protect the Services, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Services.

15. LIMITED WARRANTY AND DISCLAIMER

Limited Warranty: If you are paying for the Services, we promise that we will try to operate the Services with reasonable care and skill and will use reasonable commercial efforts to promptly remedy any faults of which we are aware. We do not make any other promises or warranties about the Services or our performance of our responsibilities in these Terms. This warranty does not apply to any Services provided during a free trial period.

ezeep provides the Services and Website "AS IS" and "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, EZEEP MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT

WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY OR CONDITION ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

You acknowledge and agree that your use of the Services and Website is at your own discretion and sole risk and that you will be solely responsible for loss of data that results from the submission or download of such Content.

Some jurisdictions do not allow the exclusion of implied warranties or conditions; in such an event such exclusion will not apply solely to the extent prohibited by applicable law.

16. INDEMNIFICATION

To the extent permitted by law, you agree, at your expense, to indemnify, defend and hold ezeep, its affiliates, officers, directors, employees, contractors, agents, suppliers and licensors harmless against any claim, cost, loss, damage, expense (including reasonable attorneys' fees) or other liability arising from your violation of these Terms or your use of the Services. ezeep will use reasonable efforts to notify you of any such claim or demand that is subject to your indemnification obligation.

17. LIMITATION OF LIABILITY

EZEEP SHALL NOT BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, OR ANY SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THE LIMITATION WILL APPLY EVEN IF EZEEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ARE RESPONSIBLE FOR MAINTAINING A PROCEDURE FOR RECONSTRUCTION OF LOST OR ALTERED FILES, DATA AND PROGRAMS.

Liability cap: To the maximum extent permitted by applicable law, ezeep's total liability and that of its affiliates, officers, directors, employees, contractors, agents, suppliers or licensors arising under or in connection with the Contract: (a) for any Services for which no payment is due shall be limited to One Thousand Dollars (\$1,000); and (b) in all other cases, shall be limited to the total Fees paid by you to ezeep for the specific use of the Services giving rise to the claim in the twelve (12) months preceding the event first giving rise to the claim under the Contract.

This limitation of liability does not apply in cases of personal injury or death resulting from the gross negligence of ezeep.

18. GOVERNING LAW; LOCATION FOR RESOLVING DISPUTES

The laws of Colorado shall govern the interpretation of these Terms and apply to claims for breach of these Terms. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods. The Contract and any disputes or claims (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation will be subject to and construed in accordance with the law of Colorado without regard to its conflict of laws principles, and you and we irrevocably consent to the exclusive jurisdiction of the courts of Colorado. Notwithstanding the foregoing and save where individual law prohibits such actions, ezeep may bring proceedings in the courts of any other place, which has jurisdiction over you.

19. NOTICES

We may send you, in electronic form, information about the Services, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Services or by access to a website that we identify.

Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, use of the Services may be restricted. You may provide legal notice to us via email to hello@ezeep.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Cortado Inc. d/b/a ezeep, Inc., 3858 Walnut St, Suite 130, Denver, CO 80205, USA. Any such notice, in

either case, must specifically reference that it is a notice given under these Terms. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. PAYMENTS, REFUNDS AND CANCELLATIONS

Amount: The fees applicable for the Services (“Fees”) are available on the Website and/or in ezeep’s then-current and applicable published price list or order form. You shall be responsible for any taxes, including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges imposed on the Software or Services, and for all other charges (for example, data charges and currency exchange settlements).

Please note: The Service **automatically renews** for a consecutive interval, which is identical to the initial term, unless terminated by either Party in accordance with the regulations in these Terms.

You will pay Fees in: (a) Euros if you are a customer in any country within the euro area; (b) US Dollars, for all other customers. In addition to any Fees, you may still incur charges incidental to using the Services, for example, charges for Internet access, data roaming, and other data transmission charges.

Payment Details: All Fees will be billed to the credit card or payment account you designate during the registration process. If ezeep is unable to successfully charge your credit card or payment account for Fees due, ezeep reserves the right to revoke or restrict access to your Infrastructure and Content and the Services, delete your stored Content and Infrastructure, or terminate your account.

You must be authorized to use the payment method that you enter when you create a billing account. You authorize us to charge you for the Services using your payment method and for any paid feature of the Services that you choose to sign up for or use while these Terms are in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you’ve approved, and we’ll notify you in advance of the difference for recurring subscription Services. We may bill you simultaneously for more than one of your prior billing periods. Once we have informed you that the Services will be provided indefinitely or automatically renewed, we may **automatically renew your Services and charge you for any renewal term**, which is identical to the initial term.

You must keep all information in your billing account current. If you want to designate a different credit card or payment account or if there is a change in your credit card or payment account status, you can access and modify your billing account information using the Administrative Panel. You may change your payment method at any time. If you tell us to stop using your payment method and we no longer receive payment from you for the paid Services, we may cancel the Services. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

Price Changes: We’ll notify you in advance, either through the Services or to the email address you have most recently provided to us, if we change the price of the Services. If there’s a specific length and price for your Services offer, that price will remain in force for that time. After the offer period ends, your use of the Services will be charged at the new price. If your use of the Services is on a periodic basis (for example, monthly) with no specific length, we’ll notify you of any price change at least 30 days in advance.

If you don’t agree to these changes, you must cancel and stop using the Services and provide such notice via email to hello@ezeep.com or written letter to Cortado Inc. d/b/a ezeep, Inc. 3858 Walnut St, Suite 130, Denver, CO 80205, USA prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If you cancel, your Services end (a) at the end of your current Services period or, (b) if we bill your account on a period basis, at the end of the period in which you cancelled. If you fail to cancel as required, **we will automatically renew the Services** for the same term and will charge your payment information on file with us commencing on the first day of the renewal term.

Payment Terms: Payments are due to us the date the invoice is posted on your account or sent to you via email. It is not possible to change your invoice due date.

Late Payment: If payment is not received by ezeep on the due date, user’s account will be frozen, inaccessible, and all Infrastructure will be turned off until all outstanding payments have been processed by ezeep. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 60 days, user’s account will be deactivated and all files and Infrastructure will no longer be retrievable.

Refunds: Except as specifically set forth in this section, all Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable. This includes accounts that are renewed. If you have paid to use the Services and we terminate the Services without cause or materially downgrade the functionality of the Services, we will provide you with a pro rata refund of any pre-payment.

21. MISCELLANEOUS

21.1 Entire Agreement

These Terms and any document expressly referred to in them constitute the entire contract and understanding between you and us regarding the Services, and these Terms supersede all prior written or oral representations, understandings, or contracts regarding your use of the Services or the subject matter of these Terms. You acknowledge and agree that you have not relied upon any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms or any document expressly referred to in them. Provisions of any purchase order or similar document are not applicable if they conflict with or add to these Terms.

21.2 Assignment and Transfer

We may assign, transfer, or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice. You may not assign this Contract or transfer any rights to use the Services.

21.3 Independent Contractors; No third-party beneficiaries

ezeep and you are not legal partners or agents; instead, our relationship is that of independent contractors. This Contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

21.4 Claims

Claims must be filed within one year. You must bring any claim related to these Terms or the Services within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred. This clause 21.4 does not apply to individuals.

21.5 Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

21.6 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be in violation of applicable law, void, or unenforceable to any extent, then such provision shall be enforced to the greatest extent permitted by law and the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. INTELLECTUAL PROPERTY NOTICES

All components of the Website and Services including but not limited to design, text, Software, technical drawings, configurations, graphics, other files, and their selection and arrangement are: Copyright ©2017 ezeep, and/or the proprietary property of its suppliers, affiliates, or licensors. All Rights Reserved.

ezeep and the ezeep logo are including, without limitation, trademarks, service marks or registered trademarks of ThinPrint GmbH, sister company of Cortado Inc. d/b/a ezeep, Inc., and may not be copied, imitated, or used, in whole or in part, without ezeep's prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

ezeep may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter that is part of the Services. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Services does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

ezeep reserves the right, in its sole discretion, to deactivate, change and/or require you to change your ezeep user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services and which makes use of ezeep's trademarks for any reason or for no reason. ezeep may exercise such right at any time, with or without prior notice.

ezeep, Inc.
February 2020
v2.0