

TERMS OF SERVICE

The following “**Terms of Service**” between Kombo Technologies GmbH, with registered office in Rosenthaler Str. 72 A, 10119 Berlin, Germany (“**Kombo**”/“**We**”/“**Us**”) and you, including the organization for which you work, (“**You**”/“**Your**”) govern Your use of the the Service. Kombo grants You a limited, non-exclusive, non-transferable, revocable right to use the Kombo software as made available to You by Us (“**Service**”) free of charge for a limited period of time (the “**Term**”), for the sole purpose of trialing the Service for internal business purposes. Nothing in these Terms of Service grants You any other rights, title or interest in and to the Service or any other Kombo product or service. By using the Service, you agree to these Terms of Service and the [Kombo Privacy Policy](#). If you do not accept these Terms of Service, you may not access or use the Service.

1. **Your obligations in respect of the Service**

You shall at all times during the Term: (i) refrain from copying, modifying, duplicating, creating derivative works from, transmitting or distributing the Service in any form or by any means to any other person; and (ii) refrain from using the Service to create and/supply a product or service that competes with the Service. You shall not upload, access, store or distribute through the Service any viruses or any material that is inappropriate, unlawful, harmful, defamatory, infringing, harassing or offensive or facilitates illegal activity. You shall be liable for any breach of these Terms of Service by anyone to whom You give access to the Service. Kombo may immediately disable Your access to the Service in the event of breach of Your obligations under these Terms of Service.

2. **Ownership and Usage**

The Service is proprietary to Kombo and You acquire no rights in respect of such save as set out herein. Kombo retains all ownership rights, title and interest in the Service (including any feedback from You) and all related software, applications and materials and any modification or updates thereto and Kombo-provided content within the Service. Kombo shall be entitled to audit Your usage of the Service to ensure Your compliance with these Terms of Service.

“Kombo” (including the Kombo’s name, logos and site name) is a trademark of Kombo (the “**Trademarks**”), within the European Union as well as in other countries. You may not display, make reference to or use the Trademarks, in any manner without prior written permission by Kombo. All other trademarks, service marks, product and service names and company names or logos that appear on the Site are the property of their respective owners. The use of the Trademarks on any other website is not allowed.

3. **No Warranty**

Kombo makes no warranty in respect of the Service whatsoever and the Service is provided ‘as is’. To the maximum extent permitted by applicable law, the warranty set forth in this paragraph is exclusive and in lieu of, and Kombo expressly disclaims, all other warranties and conditions of quality, either express or implied, including, but not limited to, implied warranties of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose.

4. **Confidentiality**

Except as required by law or any regulatory authority and/or in relation to information which is in the public domain without breach of this section, Kombo and You each agrees and undertakes to (i) keep the other’s Confidential Information strictly confidential; (ii) not to disclose such Confidential Information to any other person, or use it for any purpose except the exercise of its rights, or the performance of its obligations, under these Terms of Service; (iii) only disclose the other’s Confidential Information to those of its employees, suppliers and contractors who need to know the same to allow it to exercise its rights or perform its obligations under these Terms of Service; and (iv) notify the other in writing of any actual or suspected misuse or unauthorized disclosure of the Confidential Information of the other party which may come to its attention.

“Confidential Information” means information or data of a confidential nature, including any and all information which relates to a party’s clients, suppliers, technology and business activities. Kombo’s Confidential Information includes: any and all information relating to the Service, the related software, applications and materials, the format of reports within the Service, the technology, the systems, tools and methodologies which Kombo uses. Your Confidential Information includes all data supplied by You.

5. Data Protection

“Data Protection Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 (“GDPR”); and (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR, if applicable; in each case, as updated, amended or replaced from time to time.

The parties shall comply with their obligations under the Data Protection Laws.

To the extent that Kombo processes personal data on Your behalf, Kombo will comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these Terms of Service as if they were set out in full, and the reference to “documented instructions” in Article 28(3)(a) will include the provisions of these Terms of Service.

If Kombo receives any complaint, notice or communication which relates to the processing of personal data by it in connection with these Terms of Service, or to either party’s compliance with the Data Protection Laws, or if any personal data processed in connection with these Terms of Service is subject to a personal data breach (as defined in the GDPR), it will immediately notify You and reasonably cooperate with you in relation to any such complaint, notice, communication or personal data breach.

6. Termination

Kombo or You may terminate these Terms of Service for any reason and at any time during the Term. Upon termination You shall promptly cease all use of the Service. Following the date of termination, Kombo shall promptly destroy all of Your data (including personal data).

7. Limitation of Liability

In no event will Kombo have any liability to You under these Terms of Service or in connection with Your use of the Service; provided that nothing in this paragraph will limit or exclude Kombo’s liability for death or personal injury caused by its negligence, fraud, or any other liability which cannot be excluded or limited by law. You assume sole responsibility for results obtained from the use of the Service, and for conclusions drawn from such use.

8. General

These Terms of Service shall be governed by and construed in accordance with the laws of Germany and the parties submit to the exclusive jurisdiction of the courts of Kombo’s registered office.

Any of these Terms of Service which by their nature are intended to survive the termination of these Terms of Service shall survive such termination. Any and all provisions that, by their content, are intended to apply beyond the performance, non-renewal or termination of these Terms of Service, including all associated definitions and all accrued rights to payment (if any) will survive any termination hereunder (whether or not so expressly stated).

In no event may You assign Your rights or obligations under the Agreement to a third party without Kombo’s prior written consent. No third party or authorized users shall be entitled to the benefit of these Terms of Service.

These Terms of Service constitute the whole agreement between the parties relating to its subject matter and supersede any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral.

No failure or delay by either party in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any other right or breach.

Each provision of these Terms of Service is to be construed separately and, even though the whole or any part of any provision may prove to be illegal or unenforceable, the other provisions of these Terms of Service, and the remainder of the provision in question, will continue in full force and effect.

Kombo reserves the right, in its sole discretion, to update these Terms of Service at any time. If Kombo changes the Terms of Service, Kombo will post such new terms on the website of Kombo and any such changes or modifications will become effective upon posting. Your access to and use of the Service, following the posting of any such changes or modifications, will constitute your acceptance of the Terms of Service as revised.