

## Terms and Conditions ("Terms")

Our Terms and Conditions were published on 9<sup>th</sup> June 2022. These Terms replace and supersede all prior versions. Please read these terms and conditions carefully before using our Service. As soon as you start using our service, these Terms will be applicable to you.

### 1. Interpretation and Definitions

- 1.1. INTERPRETATION. The words of which the initial letter is capitalised have meaning defined hereunder. The following definitions shall have the same meaning regardless of whether they appear in singular or in the plural.
- 1.2. DEFINITIONS. For the purposes of these Terms:
  - 1.2.1. "Account" means a unique account created for You to access Our service or parts of Our Service.
  - 1.2.2. "Affiliate" means any legal entity that owns, is owned by, or that is under common ownership with Windowmaker or the Customer (as relevant). Ownership means control of 50% or more of the shares, equity interests, or other securities entitled to vote for the election of directors or other managing authority.
  - 1.2.3. "Company" (referred to as either "the Company", "We", "Us", "Our" or "Windowmaker" in this Agreement) means Windowmaker Software Limited.
  - 1.2.4. "Data" means all data, including all text, sound, video, image files, or other information that is posted, uploaded, linked to or otherwise made available by You regardless of the form of that Data;
  - 1.2.5. "Designated Administrators" means Your administrators who are appointed to obtain and receive Support;
  - 1.2.6. "Effective Date" means the date Windowmaker's authorised representative executes this Agreement;
  - 1.2.7. "Force Majeure" means any act of God, war, riot, an act of terrorism, strike or other industrial action of any kind, malicious damage, default of suppliers or sub-contractors, accident, failure or breakdown of plant or machinery, fire, flood, explosion, any act of local or national government or authority and any cause or circumstance whatsoever outside the reasonable control of the parties;
  - 1.2.8. "Insolvency Event" means the other party suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party, an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party, the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver, a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party, a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days, any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned, the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - 1.2.9. "Service" refers to the Software, Services and Support provided by Windowmaker.
  - 1.2.10. "Support" means the base level support service which is to be provided by Us to You under Clause 6 in relation to the Service;
  - 1.2.11. "Terms and Conditions" (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
  - 1.2.12. "You" (and also "Your") means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

- 1.3. Clause headings shall not affect the interpretation of the Agreement. References to clauses and the schedules are to the clauses and the Schedules of the Agreement.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5. Any words following the terms including, include or any similar expression are illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

## **2. ORDER**

- 2.1. These Terms and Conditions shall apply to each order accepted and/or fulfilled by Windowmaker. Any terms or conditions appearing on any Customer purchase order, acknowledgment, or confirmation that conflict with or are in addition to those contained hereunder are excluded and shall not be binding on the parties. Any variation to the terms is deemed invalid unless agreed between the parties, subject to Clause 4.
- 2.2. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other document issued by Windowmaker shall be subject to correction without liability to Windowmaker.
- 2.3. If an individual accepts these terms on behalf of an entity, the individual represents that they have the proper legal authority to enter into this Agreement on the entity's behalf, read and understood the terms and conditions contained herein, and agree to the terms and conditions contained herein on behalf of the entity.

## **3. YOUR AGREEMENT WITH WINDOWMAKER**

- 3.1. These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
- 3.2. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.
- 3.3. By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.
- 3.4. You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.
- 3.5. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the [Privacy Policy](#) of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Services and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **4. AMENDMENT**

- 4.1. We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.
- 4.2. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service.
- 4.3. We may, from time to time, amend this Agreement to reflect changes in relevant laws and regulatory requirements. We will make reasonable efforts to provide no less than 30 days' notice of any variation to this Agreement. The variation shall apply to all Agreements on the expiry of the notice (unless otherwise agreed between the parties).

## **5. YOUR ACCESS AND RIGHTS**

- 5.1. Our Service is licensed, not sold, to you. The benefits under the License are personal to You and

may not be transferred or assigned to any other party.

- 5.2. When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.
- 5.3. The subscription is based on the number of users who will use this service. Where We find the number of users exceeds the number of subscriptions purchased, We will have the right to take appropriate action for a breach of the Terms.
- 5.4. You are responsible for securely managing Your password(s) for the Services and contacting Windowmaker if You become aware of any unauthorized access to Your account.
- 5.5. You shall obtain and shall maintain all necessary consents and permissions necessary for Us to perform Our obligations under the Agreement.

## **6. SUPPORT AND MAINTENANCE**

- 6.1. You shall appoint a maximum of two Designated Administrators who will have authority to obtain and receive the Support. You shall notify Us as soon as reasonably practicable of the details of the Designated Administrators. The Designated Administrators may be replaced at any time on the provision of reasonable notice to Us. For the avoidance of doubt except as provided in this clause, We will be under no obligation to provide Support to users of the Service.
- 6.2. We shall perform Our obligations under this Agreement and provide the Support:
  - 6.2.1. With diligence, professionalism and with the degree of skill, care and practice which would ordinarily be expected of a skilled and experienced supplier of services similar to Ours;
  - 6.2.2. With sufficient, suitably trained and qualified resources to provide the Support;
  - 6.2.3. Within a reasonable timeframe; and
  - 6.2.4. In accordance with applicable laws and regulations.
- 6.3. We may, on prior notice to You, make changes to the Support, provided such changes do not have a material adverse effect on Your business operations.
- 6.4. You will have access to Our support and technical services, by email or telephone between 09.30 and 17.00 hours Monday to Friday excluding public holidays.
- 6.5. Technical support that Windowmaker provides under this agreement does not include
  - 6.5.1. Training in respect of Your use of the software. Windowmaker can provide additional training for an agreed charge upon request.
  - 6.5.2. Windowmaker Data set-up for Your specific requirements. Windowmaker is not responsible for Your Data created using the Service. Windowmaker can provide additional Data set-up services for an agreed charge upon request.
  - 6.5.3. On-site support and services.
- 6.6. The Service may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Service. You agree to receive these updates.

## **7. DATA**

- 7.1. References to Data Protection Legislation shall mean the Data Protection Act 2018 and the UK GDPR (as defined in the Data Protection Act 2018).
- 7.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.
- 7.3. The parties acknowledge that for the purposes of the Data Protection Legislation, in respect of Personal Data processed by Us on Your behalf as contemplated by the Agreement, You are the Controller and We are the Processor.
- 7.4. Without prejudice to the generality of Clause 7.1, We shall, in relation to any Personal Data processed in connection with the provision of Our Service under this agreement:
  - 7.4.1. process that Personal Data only on the written instructions from You, including with regard to transfers of personal data to a country outside the European Economic Area, unless We are required to do so by the laws of any member of the European Union or by the laws of the European Union applicable to Us (Applicable Laws). Where We are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, We shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws

prohibit Us from so notifying You;

- 7.4.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 7.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 7.4.4. assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 7.4.5. notify You without undue delay on becoming aware of a Personal Data breach;
  - 7.4.6. at Your written direction, delete or return to You on termination of the agreement personal data processed by Us on Your behalf that is in Our possession and control unless required by Applicable Law to store the Personal Data. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement You understand and agree that We shall not be under any obligation to return or delete any personal data that is processed by Microsoft as part of the Online Services and You must make Your own arrangements for the return or deletion of such personal data. Unless otherwise agreed by Us in writing You shall pay Our reasonable costs and expenses associated with returning any data to You; and
  - 7.4.7. maintain all information necessary to demonstrate its compliance with this Clause and allow for audits by the Customer or the Customer's designated auditor. The Customer shall give Us not less than 5 working days written notice of its intention to conduct an inspection and audit and shall bear its own costs and expenses incurred in respect of conducting any inspection and audit under this Clause.
- 7.5. Without prejudice to the generality of Clause 7.1, You shall ensure that:
- 7.5.1. You are entitled to transfer the relevant personal data to Us so that We may lawfully use, process and transfer the personal data in accordance with the Agreement on Your behalf;
  - 7.5.2. You shall provide sufficient notice to, and, where consent is relied upon as a basis for lawful processing, obtain sufficient consent and authorisation from, Your employees and any other party providing personal data to Us to permit the processing of the data by Us, Microsoft, and their respective Affiliates, subsidiaries, and service providers as contemplated by the Agreement.
  - 7.5.3. You acknowledge that We are reliant on You for direction as to the extent to which We are entitled to use and process the Personal Data. Consequently, We will not be liable for any claim brought by a Data Subject arising from any action or omission by Us, to the extent that such action or omission results from Your instructions.
  - 7.5.4. You consent and authorise Us and Microsoft (and their service providers and subcontractors) at Our direction to access and disclose to law enforcement (or other government authorities) data from, about or related to You, including the content of communications (or to provide law enforcement or other government entities access to such data). As and to the extent required by law, You shall notify the individual users of the Service that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Us.
- 7.6. OWNERSHIP. All Data created and stored as a result of the use of the Service belongs to Windowmaker.
- 7.7. You have the rights to use the Data via Our services, but You do not have the right to a physical copy of the software.
- 7.8. You may not transmit any Data that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Data include, but are not limited to, the following:
- 7.8.1. Unlawful or promoting unlawful activity.
  - 7.8.2. Defamatory, discriminatory, or mean-spirited Data, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
  - 7.8.3. Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
  - 7.8.4. Containing or installing any viruses, worms, malware, trojan horses, or other Data that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any Data or other

information of a third person.

- 7.8.5. Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- 7.8.6. Impersonating any person or entity including the Company and its employees or representatives.
- 7.8.7. Violating the privacy of any third person.
- 7.8.8. False information and features.
- 7.8.9. We can limit or revoke the use of the Service if You post such objectionable Data.
- 7.9. The Data created and stored by Our services will be available to You via the access provided to our services
- 7.10. DATA BACKUPS. Although regular backups of Data are performed, We do not guarantee there will be no loss or corruption of Data.
  - 7.10.1. Corrupt or invalid backup points may be caused by, without limitation, Data that is corrupted prior to being backed up or that changes during the time a backup is performed.
  - 7.10.2. We will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Data. But You acknowledge that We have no liability related to the integrity of Data or the failure to successfully restore Data to a usable state.
- 7.11. YOUR PERSONAL INFORMATION. You can view Windowmaker's Privacy Policy provided on the website. You agree to the applicable Windowmaker Privacy Policy, and any changes published by Windowmaker. You agree that Windowmaker may use and maintain Your data according to the Windowmaker Privacy Policy, as part of the Services. Windowmaker is a global company and may access or store personal information in multiple countries, including countries outside of Your own country to the extent permitted by applicable law.
- 7.12. On Termination of contract, there is no access to the Data. We normally keep a backup of such Data for a period of 6 months.

## **8. PRICE AND PAYMENT**

- 8.1. You shall pay the Price for the Service as specified in the Quotation or on the Windowmaker portal. We reserve the right to correct any mistake, error, or omission in the Price prior to an Order being accepted by Us.
- 8.2. We reserve the right, at any time before delivery of the Service, to withdraw any discount and/or to revise any Price quoted if there is a change in the cost to Us of supplying the Service whether by reason of exchange rate fluctuations, third party charges or otherwise. If a price is increased between the Order being placed and delivery of the Service, We will inform You as soon as possible and give You the option of reconfirming the Order at the new price or cancelling the Order.
- 8.3. You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, Data plan charges, credit card fees, foreign exchange fees and foreign transaction fees). We are not responsible for these fees. Contact Your financial institution with questions about fees. We may take steps to collect the fees You owe us. You are responsible for all related collection costs and expenses.
- 8.4. The minimum term of payments is for a period of 24 months unless specified otherwise in an additional agreement with You.
- 8.5. Your account will be debited when You subscribe and provide Your payment information.
- 8.6. If Your payment and registration information is not accurate, current, and complete and You do not notify us promptly when such information changes, we may suspend or terminate Your account and refuse any use of the Services.
- 8.7. Windowmaker will automatically renew Your monthly, quarterly, or annual subscription at the then-current rates, unless the subscription is cancelled or terminated under this Agreement.
- 8.8. The Price shall be determined as follows:
  - 8.8.1. Monthly price commitment payable monthly upfront;
  - 8.8.2. Multi-year price commitment payable monthly or annual upfront (subject to Our written approval).
- 8.9. Unless otherwise agreed in writing by Us the Price shall be paid by direct debit; auto debit; Windowmaker payment portal.
- 8.10. You may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before We issue a credit. This includes returns, rebates, price



adjustments, billing errors, handling fees, allowances, remittance costs and other charges.

- 8.11. Without limiting Our other rights or remedies, We shall have the right to suspend the supply of Service under the Agreement if You fails to pay any amount due under the Agreement within seven (7) days of the due date for payment or if the Customer becomes the subject of an Insolvency Event.

## **9. INTELLECTUAL PROPERTY**

- 9.1. The Service and its original Data features and functionality are and will remain the exclusive property of the Company and its licensors, notwithstanding any modifications made by or for you.
- 9.2. The Service is protected by copyright, trademark, and other laws of both the UK and foreign countries.
- 9.3. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **10. LIMITATION OF LIABILITY**

- 10.1. Unless stated in the Additional Terms, We are not liable to You or anyone else for any special, incidental, indirect, consequential, moral, exemplary, or punitive damages whatsoever, regardless of cause, including losses and damages
- 10.1.1. resulting from loss of use, Data, reputation, revenue or profits;
- 10.1.2. based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or
- 10.1.3. arising out of or in connection with Your use of or access to the Service.
- 10.2. Our total liability in any matter arising out of or related to the Terms is limited to the greater of
- 10.2.1. GBP £100; or
- 10.2.2. the aggregate amount that You paid for access to the Service during the three-month period preceding the event giving rise to the liability.
- 10.3. These limitations and exclusions in this section (Limitation of Liability) apply to the maximum extent permitted by law even if
- 10.3.1. a remedy does not fully compensate You for any losses or fails of its essential purpose; or
- 10.3.2. we knew or should have known about the possibility of damages.
- 10.4. These Terms set forth the entire liability of Windowmaker and its affiliates as well as Your exclusive remedy with respect to access and use of the Service.

## **11. "AS IS" AND "AS AVAILABLE" DISCLAIMER**

- 11.1. The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.
- 11.2. Without limiting the foregoing, the Company does not make any representation or warranty of any kind, express or implied:
- 11.2.1. as to the operation or availability of the Service, or the information, Data, and materials or products included thereon;
- 11.2.2. that the Service will be uninterrupted or error-free;
- 11.2.3. as to the accuracy, reliability, or currency of any information or Data provided through the Service; or
- 11.2.4. that the Service, its servers, the Data, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

## **12. TERMINATION**

- 12.1. **TERMINATION BY YOU.** You may stop using the Services and Software at any time. Termination of Your account does not relieve You of any obligation to pay any outstanding fees.

- 12.2. **TERMINATION BY US.** If We terminate the Terms or Your use of the Service(s) or Software for reasons other than for cause, We will make reasonable efforts to notify You at least 30 days prior to termination via the email address You provide to us with instructions on how to retrieve Your Data. Please note You may lose access to Your Data upon termination, as described in Section 4.6 (Termination of License). Unless stated in any Additional Terms, We may, at any time, terminate or suspend Your right to use and access the Services or Software if:
- 12.2.1. You breach any provision of the Terms (or act in a manner that clearly shows You do not intend to, or are unable to, comply with the Terms);
  - 12.2.2. You fail to make the timely payment of fees for the Services or Software, if any;
  - 12.2.3. You physically, verbally or through other means abuse, threaten, bully or harass us or Our personnel (in such circumstances, We may alternatively suspend or restrict Your access to the Services or Software);
  - 12.2.4. You have repeatedly made complaints in bad faith or without a reasonable basis and continue to do so after We have asked You to stop (in such circumstances, We may alternatively suspend or restrict Your access to the Services or Software);
  - 12.2.5. We are required to do so by law (for example, where the provision of the Services or Software to You is or becomes, unlawful);
  - 12.2.6. We elect to discontinue the Services or Software, in whole or in part (such as if it becomes impractical for us to continue offering Services in Your region due to change of law); or
  - 12.2.7. there has been an extended period of inactivity in Your free account.
- 12.3. An Insolvency Event occurs by the non-terminating party.

### **13. CONFIDENTIALITY**

- 13.1. Each party undertakes that it shall keep any confidential information of the other party confidential and shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.
- 13.2. Each party may disclose the other party's confidential information:
- 13.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
  - 13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

### **14. DISPUTE RESOLUTION AND GOVERNING LAW**

- 14.1. If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.
- 14.2. Your relationship is with Windowmaker Software Ltd., a United Kingdom company and the Terms are governed by the laws of England.

### **15. GENERAL**

- 15.1. This Agreement, together with any documents referred to in it (including Quotations), constitutes the entire and only agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 15.2. **ENGLISH VERSION.** The English version of the Terms will be the version used when interpreting or construing the Terms.
- 15.3. **NOTICE TO WINDOWMAKER.** You may send notices to us at the following address: Windowmaker Software Limited, 38A Lovelace Road, Long Ditton, Surbiton, Surrey. KT6 6ND Attention: Chief Operating Officer.
- 15.4. **NOTICE TO YOU.** We may notify You by email, postal mail, postings within the Services or other legally accepted means. It is Your responsibility to keep Your account information current to

receive notifications.

15.5. NON-ASSIGNMENT. You may not assign or otherwise transfer the Terms or Your rights and obligations under the Terms, in whole or in part, without Our written consent and any such attempt will be void. We may transfer Our rights under the Terms to a third party.

15.6. SEVERABILITY. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

15.7. NO WAIVER. Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

15.8. FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any obligation (other than Your payment obligations to Windowmaker) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

15.9. Any notice given to a party under or in connection with the Agreement shall be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or tax confirmation of delivery.

15.10. Nothing in the Agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties. The parties are independent contractors.

15.11. No one other than a party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **16. Contact Us**

16.1. If You have any questions about these Terms and Conditions, You can contact us:

16.1.1. By visiting this page on Our website: <https://www.windowmaker.com/en/Contact>

16.1.2. By sending us an email: [info@windowmaker.com](mailto:info@windowmaker.com)