

# **Upround Terms and Conditions**

## **1. Introduction**

Welcome to Upround, a software-as-a-service (SaaS) product that provides a platform for businesses to manage their customer data, sales pipeline, and marketing campaigns. These Terms and Conditions (the "Terms") govern your use of Upround and any other products or services offered by Upround (collectively, the "Services"). By using the Services, you agree to be bound by these Terms.

## **2. Acceptance of Terms**

By using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Services.

## **3. Account Registration**

To use the Services, you must create an account (an "Account"). You may create an Account by providing us with certain information, such as your name, email address, and password. You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account.

## **4. Services**

Upround provides a platform for businesses to manage their customer data, sales pipeline, and marketing campaigns. The specific features and functionality of the Services may vary from time to time.

## **5. Fees**

Upround may charge fees for certain Services. You will be responsible for paying any applicable fees. Fees are billed monthly in advance, and you agree to pay all fees promptly upon billing.

## **6. Modifications to Services**

Upround may modify the Services from time to time. You will be notified of any material modifications to the Services.

## **7. Termination**

You may terminate your use of the Services at any time. Upround may terminate your use of the Services if you violate these Terms.

## **8. Intellectual Property**

Upround owns all intellectual property rights in the Services, including but not limited to copyrights, trademarks, and patents. You may not modify, copy, distribute, display, or create derivative works of the Services without the prior written consent of Upround.

## **9. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UPROUND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **10. Limitation of Liability**

IN NO EVENT SHALL UPROUND BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA, OR USE, INTERRUPTION OF BUSINESS, OR PERSONAL INJURY OR DEATH), ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICES, EVEN IF UPROUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. Indemnification**

You agree to indemnify and hold harmless Upround from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or in connection with your use of the Services, your breach of these Terms, or your violation of any laws or regulations.

## **12. Governing Law**

These Terms are governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## **13. Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck from these Terms and the remaining provisions shall remain in full force and effect.

## **14. Entire Agreement**

These Terms constitute the entire agreement between you and Upround regarding the Services and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **15. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Upround:

Upround SL Spain, Barcelona

If to You:

[Adrian Mangu] [adrian@upround.ai]

or to such other address as either party may designate in writing from time to time.

## **16. Waiver**

No waiver of any provision of these Terms shall be effective unless in writing and signed by both parties.

## **17. Counterparts**

These Terms may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.