

## **Terms of Service**

*Last updated: March 25, 2020*

### **1. Acknowledgement and Acceptance of Terms**

Noonic Srl, an Italian Company (“Noonic”, “Company”, “us” or “we”), provides [akiflow.com](http://akiflow.com) and the other websites under the [akiflow.com](http://akiflow.com) domain (collectively, the “Sites”) our desktop application (the “App”), and services integration platform, tools, and related services (together with the Sites and the App, the “Service”) subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Service” or the “Agreement”). In addition, when using the Service, you shall be subject to any posted guidelines or rules applicable to the Service that may contain terms and conditions in addition to those in the Terms of Service. By using the Service or accessing the Sites, you agree to the Terms of Service and the Privacy Policy, available at [www.akiflow.com/legal/privacy-policy](http://www.akiflow.com/legal/privacy-policy), which is incorporated herein by reference. If you do not agree, do not use the Service.

Our Service may integrate with other services on a number of platforms provided by third parties. Please be aware that your activities on each of these platforms may be subject to additional terms of service for that particular platform. We reserve the right to change the Terms of Service from time to time but if we do, we will bring it to your attention by placing a notice on the [akiflow.com](http://akiflow.com) website, by sending you an email, and/or by some other means. Your continued use of the Service after the posting of any modifications shall constitute your agreement to be bound by such modified Terms of Service.

Certain parts of the Service may be subject to additional terms and conditions specified by us from time to time; your use of such Service is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference. Prices of the Service, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days’ notice from us. Such notice may be provided at any time by posting the changes to the Noonic Site ([akiflow.com](http://akiflow.com)) or the Service itself. Noonic shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

### **2. Eligibility**

You (“you” or “User”) represent and warrant that you are at least 18 years of age. If you are under age 18, then you may not, under any circumstances or for any reason, use the Service. We may, in our sole discretion, refuse to offer the Service to any person or entity and change the eligibility criteria for using the Service at any time. The right to access the Service is revoked where these Terms of Service or use of the Service is prohibited or to the extent offering, sale or provision of the Service conflicts with any applicable law, rule or regulation. Further, the Service is offered only for your use and not for the use or benefit of any third party. For the avoidance of doubt, and as more fully described herein, you may not

use the Service to the extent you provide, are developing, or plan to develop, an offering that is similar to or competitive with the Service.

### **3. Account Information**

#### **a. Registering for an Account**

Certain features or services offered on or through the Service may require you to open an account (including a username, password, and payment information). Noonic accounts will give you access to the Service and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of users. If you open a Noonic account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. When you connect Noonic with a third-party service and grant us permission to access your account, we never request or receive your log-in credentials for that service. We use the OAuth authorization protocol to request a token from the service; the token then gives us access to your account to the extent authorized by you and permitted by that service. For more information on the types of information we collect from these third-party services, please read our Privacy Policy, available at [www.akiflow.com/legal/privacy-policy](http://www.akiflow.com/legal/privacy-policy). We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

#### **b. Your Responsibility for Your Account**

You are responsible for taking all steps to ensure that no unauthorized person shall have access to your account or password. When creating your account, you must provide accurate and complete information. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. It is your sole responsibility to: (i) control the dissemination and use of your account and password; and (ii) promptly inform us of any need to deactivate an account or password. We are not liable for any harm related to the theft of passwords, or your disclosure of passwords. You shall immediately notify us of any unauthorized use of your account or password or any breach of confidentiality. You are solely responsible for any damage resulting from the use of your account and username. You may not use your account or password to breach security of another account.

#### **c. How to Control Your Account**

You may control your account and how you interact with the Service by changing your settings. By providing us with your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you will be given the option to opt out by modifying your account settings on the Site or in the App. Opting out may prevent you from receiving email

messages regarding updates, improvements, or offers. For more information, please read our Privacy Policy, available at [www.akiflow.com/legal/privacy-policy](http://www.akiflow.com/legal/privacy-policy).

#### **4. Noonic Content**

All materials on the Service, including the Service itself and all Intellectual Property Rights (defined below) contained therein or related thereto, including text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer code and associated documentation (collectively, the “Content”), including but not limited to the design, structure, arrangement and “look and feel” of such Content, is owned by or licensed to us and our licensors and is protected by copyright, trademark and other intellectual property rights and laws.

Other than as provided herein, Noonic does not grant to User any license, express or implied, to the intellectual property of Noonic or its licensors. Except as expressly provided in the Terms of Service, no part of the Service and no Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted or otherwise distributed for public or commercial purposes.

Subject to the terms and conditions of this Agreement, Noonic provides you with a non-exclusive, revocable license to use the Service as expressly permitted by the features and functionality of the Service and the Terms of Service. Noonic may terminate this license at any time for any reason or no reason. For the avoidance of doubt, you acknowledge and agree that no part of the Service or the Content may be copied, reverse engineered, or used in any way to create an offering similar to, or competitive with, the Service.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

#### **5. Third-Party Content**

In addition to our Content, the Sites and/or the Service may contain information and materials provided to Noonic by third parties (collectively, “Third-Party Content”). Third-Party Content is the copyrighted work of its owner, who expressly retains all right title and interest in and to the Third-Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Service, Third-Party Content may also be subject to different and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third-Party Content.

#### **6. Your Data**

You will retain ownership of any data, information or material originated by you that you transmit through the Service (“User Data”) – for example, User Data from your accounts with third-party services that passes through the Service. You shall be solely responsible for the

accuracy, quality, content and legality of User Data, the means by which User Data is acquired and the transmission of User Data outside of the Service. You represent and warrant that you have all rights necessary to transmit User Data through the Service and to otherwise have User Data used as part of the Service or as otherwise contemplated herein.

## **7. Aggregated and/or Anonymized Data**

Notwithstanding anything to the contrary set forth herein or otherwise, Noonic will have the right to collect and analyze data and other information relating to the provision, use or performance of the Site and/or Service and related systems and technologies (including information concerning User Data and data derived therefrom), and to aggregate and/or anonymize all such data and information. Noonic will be free at any time to: (i) use such information and data to improve and enhance Noonic's offerings; and (ii) disclose such data in aggregate or other de-identified form in connection with its business.

## **8. Feedback**

We are always looking for new ways to improve our Service. You may choose to or we may invite you to submit comments, ideas or feedback about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Noonic under any fiduciary or other obligation, and that we are free (but not obligated) to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Noonic does not waive any rights to use similar or related Feedback previously known to Noonic, or developed by its employees, or obtained from sources other than you.

## **9. Use of the Service**

Your use of the Service is subject to all applicable laws and regulations. You may not (and may not allow any third party to):

- use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any manual process to access, acquire, copy or monitor any portion of the Service or any Content or obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service;
- attempt to gain unauthorized access to any portion of the Service or any Content, or any systems or networks connected to the Service, by hacking, password "mining" or any other illegitimate means;
- probe, scan or test the vulnerability of the Service or any Content, or any system or network connected to the Service;
- reverse look-up or trace any information of any other User or visitor or otherwise use the Service for the purpose of obtaining information of any other User or visitor;

- transmit spam, chain letters, or other unsolicited email;
- use the Service for any commercial solicitation purposes;
- take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- upload invalid data, viruses, worms, or other software agents through the Service;
- impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity;
- collect or harvest any personally identifiable information, including account names, from the Service;
- use any device, software or process to interfere with, or attempt to interfere with, the proper working of the Service or any Content, or any systems or networks connected to the Service, or with any other person's use of the Service;
- reverse engineer the Service or any Content, or otherwise use the Service or the Content to provide or develop an offering that is similar to, or competitive with, the Service; or
- use the Service or any Content for any purpose that is unlawful or prohibited by the Terms of Service.

Any unauthorized use of the Service or any Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

## **10. Use of Software**

Any software that is made available via the Service, including the App ("Software"), shall be governed by the terms of the license agreement that accompanies the software or is posted with the software download or at the Sites page where the software can be accessed; provided, however, if no such license agreement is made available, we grant you a limited, revocable, worldwide, royalty-free, non-assignable, non-exclusive license to use the Software for your personal, noncommercial use in accordance with the Terms of Service. In the event of any inconsistency between the Terms of Service and any license agreement, the license agreement shall govern in relation to the Software.

You may not decompile, reverse engineer or otherwise attempt to discover the source code of the Software. You do not have the right to sublicense the Service, download or modify any portion of the Service, or resell the Service. If you violate the Terms of Service, we reserve the right to terminate your license to the Service without notice.

The Software may automatically download and install updates from us from time to time. These updates are designed to improve, enhance and further develop the software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit us to deliver these to you with or without your knowledge) as part of your use of the Software.

## **11. Billing and Payment**

Users of the Service may be required to provide their credit card or bank account details to Company or the payment service provider retained by Company. Users will be responsible

for paying agreed-upon fees for the Service. Users of the Service will be liable for any taxes required to be paid on the Service provided under the Agreement (other than taxes on the Company's income).

All paid plans must enter a valid payment account. [Free accounts are not required to provide payment account information. An upgrade from the free plan to any paying plan will trigger a bill.]

[For monthly payment plans, the Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.]

## **12. Changes to the Service**

Noonic is constantly innovating and finding ways to provide our Users with new features and services. Therefore, we may, without prior notice, change the Service, add features, stop providing the Service or features of the Service, to you or to Users generally, or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if, in our sole determination, you violate any provision of this Agreement, or for no reason.

## **13. Privacy**

Our Privacy Policy, available at [www.akiflow.com/legal/privacy-policy](http://www.akiflow.com/legal/privacy-policy), applies to the use of the Service. Our Privacy Policy's terms are made a part of the Terms of Service by this reference. You understand that by using the Service you consent to the collection, use and disclosure of your Personal Information and aggregate data as set forth in our Privacy Policy at [www.akiflow.com/legal/privacy-policy](http://www.akiflow.com/legal/privacy-policy), and to have your Personal Information collected, used, transferred to and processed in Italy. We cannot guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

## **14. Disclaimer of Warranties and Limitation of Liability**

THE SERVICE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENTNESS, FREEDOM FROM INTERRUPTION, VIRUSES OR OTHER DEFECT, AND NON-INFRINGEMENT.

YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SERVICE OR ANY CONTENT IS TO STOP USING THE SERVICE OR ANY SUCH CONTENT. IN NO EVENT SHALL WE OR OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS (OUR "AFFILIATES") BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM THE USE OR

INABILITY TO USE THE SERVICE OR THE CONTENT (INCLUDING WITHOUT LIMITATION THE COST OF PROCUREMENT OF REPLACEMENT SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOONIC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL NOONIC, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING ONE EURO.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF NOONIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **15. Termination and Indemnity**

You agree that we may, at any time, and at our sole discretion, terminate your account or suspend or prohibit your access to the Service without prior notice to you for violating any of the Terms of Service or for any other reason whatsoever.

You agree to defend, indemnify, and hold us and our Affiliates harmless from and against any demands, loss, liability, claims or expenses (including attorneys' fees) made against us by any third party due to or arising out of your use of the Service or your violation of this

Agreement. Provisions that, by their nature, should survive termination of this Agreement shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

## **16. User Communications**

If you communicate with us, you agree that you will not send or transmit any communication or content that: (i) is defamatory, indecent, harassing or otherwise objectionable; (ii) infringes or violates any rights of any party; or (iii) contains a virus or corrupted data.

All e-mail and other correspondence that you submit to us shall become our sole and exclusive property.

If you submit any business information, idea, concept or invention to us, such submission shall be considered: (i) non-confidential; and (ii) our sole and exclusive property. We will have no obligation of any kind with respect to the submission, and we will be free to use or further transmit such submission for any purpose.

## **17. Copyright Policy**

Noonic respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Service infringe upon your copyright or other intellectual property right, please send the following information to

Noonic's Copyright Agent at: Noonic Srl, Viale codalunga 10C, 35128, Padova, Italy, or support@akiflow.com (Subject line: "Copyright Takedown Request"):

1. A description of the copyrighted work or other intellectual property that you claim has been infringed, including the URL (Internet address) or other specific location on the Service where the material you claim is infringed is located. Include enough information to allow Noonic to locate the material, and explain why you think an infringement has taken place;
2. A description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
3. Your address, telephone number, and e-mail address;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and



6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

#### Counter-Notice:

If you believe that the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, you may send a written counter-notice containing the following information to the Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Noonic will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

#### Repeat Infringer Policy:

In accordance with applicable laws, Noonic has adopted a policy of terminating, in appropriate circumstances and at Noonic's sole discretion, Users who are deemed to be repeat infringers. Noonic may also at its sole discretion limit access to the Service and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### **18. Links**

We may provide links to third-party websites within the Service. We do not recommend or endorse the content of any third-party website. We are not responsible for the content of linked third-party website and we do not make any representations or warranties regarding their content or accuracy or any products/services you may access or purchase therefrom. Your use of any third-party website is at your own risk and subject to the terms and conditions of use for such website. You expressly release us from any and all liability arising from your use of any third-party website.

## **19. Applications**

We may make available software to access the Service via your computer, including the App (together, the “Apps”). To use the Apps, you must have a computer that is compatible with the Apps. Noonic does not warrant that the Apps will be compatible with your computer. Noonic hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Apps for one Noonic account on one computer owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Apps, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Apps to any third party or use the Apps to provide time sharing or similar services for any third party; (iii) make any copies of the Apps; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Apps, features that prevent or restrict use or copying of any content accessible through the Apps, or features that enforce limitations on use of the Apps; or (v) delete the copyright and other proprietary rights notices on the Apps. You acknowledge that Noonic may from time to time issue upgraded versions of the Apps, and may automatically electronically upgrade the version of the Apps that you are using on your computer. You consent to such automatic upgrading on your computer and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Apps is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Apps or any copy thereof, and Noonic or its third-party partners or suppliers retain all right, title, and interest in the Apps (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Noonic reserves all rights not expressly granted under this Agreement. If the Apps are being acquired on behalf of the Italian Government, then the following provision applies: Use, duplication, or disclosure of the Apps by Italy’s Government is subject to restrictions set forth in this Agreement and as in Italian legislation. The Apps originate in Italy and are subject to Italian export laws and regulations. The Apps may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from Italy. In addition, the Apps may be subject to the import and export laws of other countries. You represent and warrant that you are not located in a country subject to an Italian Government embargo, or that has been designated by the Italian Government as a “terrorist supporting” country, and that you are not listed on any Italy’s Government list of prohibited or restricted parties. You agree to comply with all Italian and foreign laws related to use of the Apps and the Service.

## **20. Notification Procedures and Changes to the Terms of Service**

Noonic may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, “push” mobile notification, written or hard copy notice, or through posting of such notice on our website, as determined by Noonic in our sole discretion. Noonic reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in the Terms of Service. When we change the Terms of

Service in a material manner, we will update the “last modified” date at the top of this page. Your continued use of the Service after notice of any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service. Noonic is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

## **21. Assignment**

The Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Noonic without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

## **22. Governing Law, International Use**

The Terms of Service will be governed by and construed in accordance with Italian Government laws, without regard to its conflicts of law provisions. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Milan, *MI, Italy* court.

Although the Service may be accessible worldwide, we make no representation that materials on the Service are appropriate or available for use in locations outside Italy. Accessing the Service from territories where its use is illegal is prohibited.

## **23. Foreign Users**

The Service is controlled and operated from its facilities in Italy. Noonic makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable Italian national and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by Italy, or are a foreign person or entity blocked or denied by Italy’s government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in Italy.

## **24. Entire Agreement/Severability**

The Terms of Service represent the entire agreement between you and us with respect to the subject matter addressed herein and supersedes all prior to contemporaneous agreements or understandings, written or oral. The Terms of Service shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms of Service shall otherwise remain in full force and effect and enforceable.

## **25. No Waiver; Relationship of the Parties**

Any failure by us to enforce or exercise any provisions of the Terms of Service shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Noonic, and you do not have any authority of any kind to bind Noonic in any respect whatsoever.

## **26. Attorneys' and Accountants' Fees**

In any action to enforce the Terms of Service, the prevailing party shall be entitled to attorneys' and accountants' fees and costs.

## **27. Contact Us**

If you have questions regarding the Terms of Service or about Noonic, please contact us by email at [support@akiflow.com](mailto:support@akiflow.com), or at:

Noonic Srl, Inc.  
Viale codalunga 10C  
35128 Padova  
Italy