

1700 Montopolis Dr. Suite E  
Austin, TX 78741  
cetecerp.com

## Billing Agreement

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### SOFTWARE SUBSCRIPTION DETAILS

The Cetec ERP monthly user subscription includes monthly software upgrades and maintenance, online training documentation, and unlimited email support. See pricing page online at [cetecerp.com/pricing](http://cetecerp.com/pricing) for details.

### SERVICE OFFERINGS

Your company may require additional assistance for expert support, consulting, training, and data migration. Cetec ERP offers the following expert in-house service offerings at our hourly rate:

- Data migration
- Consulting (implementation, business process, etc.)
- User training

### BILLING DETAILS

Inexperienced companies may struggle to enforce discipline of process needed to ensure a successful ERP implementation. Cetec ERP assumes the customer will adapt to best business practice and process the system was designed to accommodate. Here are a few examples of these kinds of foundational best practices: Physical process matches system process, i.e. NO retroactive system processes! For example:

- An item is received physically at your receiving dock; a receipt must be performed immediately in the system.
- An item is physically pulled off the shelf (i.e. "picked") for production; the item must be picked immediately in the system.
- Raw material is transformed into a subassembly; the subassembly work order must be "invoiced" (via internal invoice) in the system immediately to register the transformation of raw into finished.
- An item is packed up and goes out on a truck for shipment; the item must be shipped/invoiced immediately in the system.
- Untimely report of issues (bug, error, training issue, data issue)
- User ineptitude / inexperience. For example:
  - A user creates an incorrect manual ledger entry which impacts financial statements, and needs help repairing.

Please be advised that above practices may necessitate expert assistance, technical help, data repair, etc., which will be billed at our hourly rate.

## **MONTHLY RECURRING CREDIT CARD AUTHORIZATION**

I agree to pay the total amount according to the card issuer agreement.

I authorize Cetec ERP (this is the name that will appear on your credit card statement) to charge my credit card monthly for payment of products and/or services after the 30 day trial period is completed. If Cetec ERP is unable to process my monthly payment I will be responsible for an alternate payment arrangement and any resulting processing fees that may be incurred. This authorization is in effect until I notify them otherwise in writing. I understand that the amount billed monthly may fluctuate up or down from month to month based on the number of my active users for each such month and any time and material services that are incurred from time to time on my behalf for each such month. I also understand that all expenses will be charged on my behalf and these may include additional charges from any previous months.

I acknowledge that I have read and agree to all of the above information and warrant all information provided is true and correct.

This agreement remains in effect until canceled by the applicant with written notice. This agreement may be cancelled by the applicant by providing Cetec ERP written notice at least 30 days in advance of the cancellation date.

## **REFUND POLICY**

Cetec ERP may refund the cost associated with a product and / or service paid by mistake or in excess of that required. A change of purpose after the payment for a product and / or service does not entitle a party to a refund. Cetec ERP will not refund amounts of \$25.00 or less unless a refund is specifically requested (in writing) and will not notify the applicant of any such amounts. Refund for a product and / or service paid by credit card will be issued as a credit to the credit card account to which the product and / or service was charged.

Your personal information will not be shared with any other third parties, except as necessary for the express purpose of payment processing for your purchases of any product and / or services made to Cetec ERP, unless we are required to do so by law or a governmental regulatory authority. We will not give or sell your nonpublic personal information provided on this form to any other company, individual or group.

# **License Agreement**

## **TERMS OF USE**

### **1. YOUR RELATIONSHIP WITH CETEC ERP, LLC.**

1.1 Your use of the Cetec ERP Software (referred to as "Cetec ERP" or "Software" in this document) is subject to the terms of a legal agreement between you and Cetec ERP, LLC. "Cetec ERP" means Cetec ERP, LLC., whose principal place of business is at 1700 Montopolis, Suite E, Austin, Texas 78741 United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Cetec ERP, your agreement with Cetec ERP will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms."

1.3 Your agreement with Cetec ERP will also include the terms of any Legal Notices applicable to the Software, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms." Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Cetec ERP in relation to your use of the Software. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms."

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

## **2. ACCEPTING THE TERMS**

2.1 In order to use Cetec ERP, you must first agree to the Terms. You may not use Cetec ERP if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Cetec ERP in the user interface for any Software; or

(B) actually using Cetec ERP. In this case, you understand and agree that Cetec ERP will treat your use of Cetec ERP as acceptance of the Terms from that point onwards.

2.3 You may not use Cetec ERP and may not accept the Terms if you are a person barred from receiving the Software under the laws of the United States or other countries including the country in which you are resident or from which you use the Software.

2.4 Before you continue, you should print off or save a local copy of the Terms for your records.

## **3. LANGUAGE OF THE TERMS**

3.1 Where Cetec ERP has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Cetec ERP.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

## **4. PROVISION OF THE SOFTWARE BY CETEC ERP**

4.1 Cetec ERP has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Software to you on behalf of Cetec ERP itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Software to you.

4.2 Cetec ERP is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Software which Cetec ERP provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Cetec ERP may stop (permanently or temporarily) providing the Software (or any features within the Software) to you or to users generally at Cetec ERP's sole discretion, without prior notice to you. You may stop using the Software at any time. You do not need to specifically inform Cetec ERP when you stop using the Software.

4.4 You acknowledge and agree that if Cetec ERP disables access to your account, you may be prevented from accessing the Software, your account details or any files or other content which is contained in your account. Conditions for account disabling may include: placement of Cetec ERP user on credit hold due to lack of payment. Unforeseen occasions for such an event are outlined in below sections 10.6 and 10.7.

4.5 You acknowledge and agree that while Cetec ERP may not currently have set a fixed upper limit on the amount of storage space used for the provision of any Software, such fixed upper limit may be set by Cetec ERP at any time, at Cetec ERP's discretion.

## **5. USE OF THE SOFTWARE BY YOU**

5.1 In order to access certain Software, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Software, or as part of your continued use of the Software. You agree that any registration information you give to Cetec ERP will always

be accurate, correct and up to date.

5.2 You agree to use the Software only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation, third-party terms of service, or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Software by any means other than through the interface that is provided by Cetec ERP, unless you have been specifically allowed to do so in a separate agreement with Cetec ERP.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Software (or the servers and networks which are connected to the Software).

5.5 You agree that if you use Cetec ERP to develop a service for other users, you will protect the privacy and legal rights of those users. If the users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application, and you must provide legally adequate privacy notice and protection for those users. If your application stores information submitted by users, it must do so securely. If the user provides you with Cetec ERP Account information, you may only use that information to access the user's Cetec ERP Account when, and for the limited purposes for which, the user has given you permission to do so.

5.6 Unless you have been specifically permitted to do so in a separate agreement with Cetec ERP, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Software for any purpose.

5.7 You agree that you are solely responsible for (and that Cetec ERP has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Cetec ERP may suffer) of any such breach.

## **6. YOUR PASSWORDS AND ACCOUNT SECURITY**

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Software.

6.2 Accordingly, you agree that you will be solely responsible to Cetec ERP for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Cetec ERP immediately.

## **7. PRIVACY AND YOUR PERSONAL INFORMATION**

7.1 For information about Cetec ERP's data protection practices, please read Cetec ERP's privacy policy included at [cetecerp.com/privacy](http://cetecerp.com/privacy) This policy explains how Cetec ERP treats your personal information, and protects your privacy, when you use the Software.

7.2 You agree to the use of your data in accordance with Cetec ERP's privacy policies.

## **8. CONTENT IN THE SOFTWARE**

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Software are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

8.2 You agree that you are solely responsible for (and that Cetec ERP has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Software and for the consequences of your actions (including any loss or damage which Cetec ERP may suffer) by doing so.

## **9. PROPRIETARY RIGHTS**

9.1 You acknowledge and agree that Cetec ERP (or Cetec ERP's licensors) own all legal right, title and interest in and to the Software, including any intellectual property rights which subsist in the Software (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

9.2 Unless you have agreed otherwise in writing with Cetec ERP, nothing in the Terms gives you a right to use any of Cetec ERP's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features. If you wish to mention that your compliance testing is powered by Cetec ERP's

Cetec ERP, you may do so with a notification email sent to sales@cetecerp.com listing the relevant URL(s).

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Cetec ERP, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Cetec ERP's brand feature use guidelines as updated from time to time.

9.4 Cetec ERP acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you create, submit, post, transmit or display on, or through, the Software, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Cetec ERP, you agree that you are responsible for protecting and enforcing those rights and that Cetec ERP has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Software.

9.6 Unless you have been expressly authorized to do so in writing by Cetec ERP, you agree that in using the Software, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **10. LICENSE FROM CETEC ERP**

10.1 Cetec ERP gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Cetec ERP as part of the non-commercial Software as provided to you by Cetec ERP (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Software as provided by Cetec ERP, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Cetec ERP, in writing (e.g., through an open source software license).

10.3 You may not (and you may not permit anyone else to) use Cetec ERP for commercial purposes, defined as any case where users of the compliance testing by Cetec ERP must pay to use such compliance testing. This prohibition includes pay-per-use, pay-per-access, subscription Software, or licensed software sales. Commercial entities may use Cetec ERP for non-commercial use.

10.4 Unless Cetec ERP has given you specific written permission to do so (e.g., through an open source software license), you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10.5 Use, reproduction and distribution of components of the Software released under an open source software license are governed solely by the terms of that open source software license.

10.6 In the event that the following events occur (referred to as "Release Events" below), existing license holders of the Software are granted a permanent license to use and modify the Software. Release Events are as follows:

Cetec ERP LLC. ceases to exist to support and service the software.

Rights to license the software may not be acquired through an entity related to Cetec ERP through merger, acquisition, or other agreement which transferred ownership of the Software.

No capable agents who were with Cetec ERP at the point Cetec ERP ceased to be able to support and service the Software are able and willing to support and service the software.

10.7 Cetec ERP LLC. provides the following optional methods for ensuring continued customer access to customer data (e.g. customer data, vendor data, inventory data, sales history data, etc.):

The Customer may utilize Cetec's backup features to download their data and documents, and save those files to the Customer's own internal servers or third-party servers.

If a skilled former Cetec ERP employee is available, contract with said employee for data export and delivery.

## **11. CONTENT LICENSE FROM YOU**

11.1 Cetec ERP claims no ownership or control over any Content (e.g., source code) written by you to be used with the Software. You retain copyright and any other rights you already hold in this code, and you are responsible for protecting those rights, as appropriate.

11.2 If you choose to submit your Content to Cetec ERP, you give Cetec ERP a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute this Content.

11.3 You agree that Cetec ERP, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your Website) for the purpose of advertising or publicizing your use of the Software.

## **12. SOFTWARE UPDATES**

12.1 The Software which you use may automatically download and install updates from time to time from Cetec ERP. 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 Cetec ERP to deliver these to you) as part of your use of the Software.

## **13. ENDING YOUR RELATIONSHIP WITH CETEC ERP**

13.1 The Terms will continue to apply until terminated by either you or Cetec ERP as set out below.

13.2 You may terminate your legal agreement with Cetec ERP by discontinuing your use of the Software at any time.

13.3 Cetec ERP may, at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Cetec ERP is required to do so by law (for example, where the provision of the Software to you is, or becomes, unlawful); or

(C) the partner with whom Cetec ERP offered the Software to you has terminated its relationship with Cetec ERP or ceased to offer the Software to you; or

(D) Cetec ERP is transitioning to no longer providing the Software to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Software to you by Cetec ERP is, in Cetec ERP's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect Cetec ERP's rights regarding provision of Software under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Cetec ERP have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Sections 14, 15 and Paragraph 19.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

## **14. EXCLUSION OF WARRANTIES**

14.1 Nothing in these terms, including sections 14 and 15, shall exclude or limit Cetec ERP'S warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

14.2 You expressly understand and agree that your use of the software is at your sole risk and that the software are provided "as is" and "as available."

14.3 In particular, Cetec ERP, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that:

- (A) Your use of the software will meet your requirements,
- (B) Your use of the software will be uninterrupted, timely, secure or free from error,
- (C) Any information obtained by you as a result of your use of the software will be accurate or reliable, and
- (D) That defects in the operation or functionality of any software provided to you as part of the software will be corrected.

14.4 Any material downloaded or otherwise obtained through the use of the software is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

14.5 No advice or information, whether oral or written, obtained by you from Cetec ERP or through or from the software shall create any warranty not expressly stated in the terms.

14.6 Cetec ERP further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## **15. LIMITATION OF LIABILITY; INDEMNIFICATION**

15.1 Subject to overall provision in paragraph 14.1 above, you expressly understand and agree that Cetec ERP, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

(A) Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. this shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or software, or other intangible loss;

(B) Any loss or damage which may be incurred by you, including but not limited to loss or damages as a result of:

(I) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the software;

(II) Any changes which Cetec ERP may make to the software, or for any permanent or temporary cessation in the provision of the software (or any features within the software); (III) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the software;

(III) Your failure to provide Cetec ERP with accurate account information; or

(IV) Your failure to keep your password or account details secure and confidential;

15.2 The limitations on Cetec ERP's liability to you in paragraph 14.1 above shall apply whether or not Cetec ERP has been advised of or should have been aware of the possibility of any such losses arising.

15.3 You agree to defend, indemnify and hold harmless Cetec ERP, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the software, including, but not limited to, your User Contributions, any use of the content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the software.

## **16. COPYRIGHT AND TRADEMARK POLICIES**

16.1 It is Cetec ERP's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

## **17. OTHER CONTENT**

17.1 The Software may include hyperlinks to other Web sites or content or resources. Cetec ERP may have no control over any Web sites or resources which are provided by companies or persons other than Cetec ERP.

17.2 You acknowledge and agree that Cetec ERP is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such Web sites or resources.

17.3 You acknowledge and agree that Cetec ERP is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such Web sites or resources.

## **18. CHANGES TO THE TERMS**

18.1 Cetec ERP may make changes to the Terms from time to time. When these changes are made, Cetec ERP will provide them to you at your request.

18.2 You understand and agree that if you use the Software after the date on which the Terms have changed, Cetec ERP will treat your use as acceptance of the updated Terms.

## **19. GENERAL LEGAL TERMS**

19.1 Sometimes when you use the Software, you may (as a result of, or through your use of the Software) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other Software, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

19.2 The Terms constitute the whole legal agreement between you and Cetec ERP and govern your use of the Software (but excluding any Software which Cetec ERP may provide to you under a separate written agreement), and completely replace any prior agreements between you and Cetec ERP in relation to the Software.

19.3 You agree that Cetec ERP may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Software.

19.4 You agree that if Cetec ERP does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Cetec ERP has the benefit of under any applicable law), this will not be taken to be a formal waiver of Cetec ERP's rights and that those rights or remedies will still be available to Cetec ERP.

19.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

19.6 You acknowledge and agree that each member of the group of companies of which Cetec ERP is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

19.7 The Terms, and your relationship with Cetec ERP under the Terms, shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. You and Cetec ERP agree to submit to the exclusive jurisdiction of the courts located within the county of Travis, Texas to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Cetec ERP shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Privacy Policy, Legal Terms and Agreements

## **THE CONDITIONS OF USE OF THIS SITE**

This site is owned and operated by Cetec ERP Corporation. By using Cetec ERP's Web Site, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the site.

## **TERMS FOR THE USE OF CETEC ERP'S WEB SITE**

All materials on this Web Site are the property of Cetec ERP unless otherwise specified. No material from these pages may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. For purposes of this Agreement, the use of any such material on any other web site or networked computer environment is prohibited.

## **DISCLAIMER**

Postings are made at such times as determined by Cetec ERP in its discretion. Readers should not assume that the information contained on this Web Site has been updated or otherwise contains current information. Cetec ERP does not review past postings to determine whether they remain accurate, and information contained in such postings may have been superseded.

## **LINKS TO OTHER MATERIALS**

The linked sites are not under the control of Cetec ERP and Cetec ERP is not responsible for the content of any linked site or any link contained in a linked Web Site. Cetec ERP reserves the right to terminate any link or linking program at any time. Cetec ERP does not endorse companies or products to which it links and reserves the right to note as such on its web pages. If you decide to access any of the third party sites linked to this Web Site, you do this entirely at your own risk.

## **APPLICABLE LAWS**

This Web Site is controlled by Cetec ERP from its offices within the United States of America. Cetec ERP makes no representation that materials in the site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. export laws and regulations.

## **GENERAL**

Cetec ERP may revise these terms at any time by updating this posting. You should visit this page from time to time to review the then-current terms because they are binding on you. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages at this site. Copyright 2018, Cetec ERP, LLC. All Rights Reserved. All other trademarks and copyrights are the property of their respective holders.

## **PRIVACY POLICY**

Cetec ERP is committed to respecting and protecting your privacy. To that end, we have prepared this Privacy Statement to disclose and describe our information gathering and dissemination practices for the Web Site.

## **PERSONAL INFORMATION**

In general, you may visit our Web Site without identifying yourself or revealing any personal information. Some portions of the Web Site may require you to give us personally identifiable information, which is information that enables us to identify you, such as your name, email or other address. Our primary goal in collecting personal information is to provide you with a smooth, efficient, and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our service to make your experience easier. However, privacy is very important to us. We recognize your right to confidentiality and are committed to protecting your privacy. We will not give, loan, or sell any personally identifiable information to any third party, unless legally required to do so. We may store and process personal information to better understand your needs. In addition we may use the information to contact you. If you use our Web Site to receive support services for a Cetec ERP product that you use, you may be required to supply personal information in order to receive these services via our Web Site, and we may use the information in order to perform services to you.

## **SECURITY POLICY**

The importance of security for all personally identifiable information associated with our guests is of utmost concern to us. We use industry standard practices to safeguard the confidentiality of your personally identifiable information, such as firewalls and Secure Socket Layers. We treat data as an asset that must be protected against loss and unauthorized access. We also employ many different security techniques to protect such data from unauthorized access by users inside and outside Cetec ERP. However, "perfect security" does not exist on the Internet.

## **IP ADDRESSES**

We collect IP addresses for the purposes of system administration and to report aggregate information. An IP address is a number that is automatically assigned to your computer whenever you are surfing the Internet. Web servers - the big computers that "serve" up Web pages - automatically identify your computer by its IP address. When guests request pages from our Web Site, our servers log the guests' IP address. We do not link IP addresses to anything personally identifiable. This means that a user's session will be logged, but the user remains anonymous to us. In addition, certain non-personally identifiable information is recorded by the standard operation of our Internet servers. This information allows us to keep our Web site running efficiently. The information we record includes the browser (such as Netscape, Internet Explorer, etc.) and the operating system used (such as Macintosh, Windows 2000, etc.) by the visitor. Another use of this type of information includes the number of visitors to the various pages in our Web Site but only in a combined and non-personally-identifiable form. E-mail addresses and other personally identifiable information about visitors to our Web Site are known only when voluntarily submitted.

## **COOKIES**

We use a feature on your Internet browser called a "cookie." Cookies are small files created on your computer's hard drive. We use cookies to let it know that you are a prior customer. We also uses cookies to retrieve certain information previously provided by you to our Web Site, so that you will not need to re-enter this information every time you visit our Web Site. We will not use cookies to store personal/business information. Unless you specifically tell us, we will never know who you are, even though we may assign the browser on your computer a cookie. With most Internet Browsers, you can erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookies is stored. Please refer to your Internet Browser's instructions or help screen to learn more about these functions

## **EXTERNAL LINKS**

As stated in the Legal Terms above, our Web Site contains links to other sites. We are not responsible for the privacy practices or the content of such Web sites.

## **ACCEPTANCE AND CHANGES**

By using our Web Site, you signify your assent to our Privacy Policy. If you do not agree to this policy, please do not use our Web Site. We may change this Privacy Policy from time to time based on your comments and our need to accurately reflect our data collection and disclosure practices. All changes will become effective immediately and you will not receive notice of these changes.

## **CONTACTING THE WEB SITE**

If you have any questions about this Privacy Policy, the practices of this Web Site, or your dealings with our Web Site, please contact [support@cetecerp.com](mailto:support@cetecerp.com).