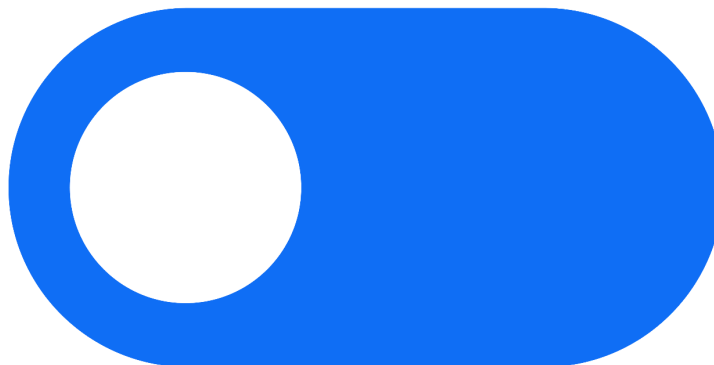




## **AccessWidget Terms of Use**

### **SOFTWARE TERMS OF USE:**

#### **ACCESSWIDGET**

AccessiWay GmbH markets and distributes, with the express authorization of AccessiBe Ltd (Registration No. 51-585530-2), an Israeli legal entity that owns the intellectual property rights to the Software, the AccessiWay systems, and the servers through which the software services covered by the "SaaS" license are provided. These SaaS (Software as a Service) licenses are sold to the Customer.

The purpose of the Software is to enhance the accessibility of websites to achieve partial compliance with the WCAG 2.1 AA Standards.

#### **1. PURPOSE**

1. This SaaS license agreement is a contract between the Company and the Customer (a natural or legal person) through which the Customer acquires a License for the accessWidget Software to integrate the end-user interface (i.e., the plug-in) on the Customer's Website using the accessWidget Software.
2. The Customer acknowledges and agrees that, once the script is embedded in the Customer's Website, the script cannot be reused or the License extended to any other domain or website managed by the Customer beyond the Customer's Website. For any additional website, the Customer must purchase a new, dedicated License from the Company.
3. The License applies exclusively to the Customer's use for the domains and subdomains listed in the Order Form and/or national top-level domains and/or versions in a language other than the original (e.g., ccTLD or domain.com/de) that are specified and referenced in the Order Form. The License is limited as set forth in these Terms of Use and may not be sold, transferred, or assigned in any form without the Company's prior written consent. If it is determined that accessWidget has been installed on Language Versions other than those specified in the Order Form, the Company will issue the corresponding invoice after notifying the Customer of the detected occurrence.

#### **2. USE OF THE ACCESSWIDGET SOFTWARE**

1. The License and its associated use by the Customer may only occur in accordance

with the following rules, unless prior written consent is obtained from the Company, and under no circumstances may it violate applicable laws, regulations, morality, or public order.

2. The accessWidget Software is compatible only with the following operating systems and browsers for use by the Customer: Chrome, Safari, Android, and iOS (from Android 8 and iOS 10 onward). The functionality of the accessWidget Software requires that the Customer's Website, into which it is integrated, relies exclusively on HTML elements and tags. The Customer acknowledges and accepts that any changes made to their Website may impact the functionality of the accessWidget Software. The Customer is aware that updates to operating systems and/or browsers may cause functionality issues, which AccessiWay is obligated to resolve as quickly as possible. For example, the accessWidget Software does not support other components such as Canvas, Flash, and/or SVG.
3. The Customer acknowledges that the following elements are not supported by the accessWidget Software: (i) URL parameters that are not treated as pages, files, and/or images; if the Customer uses URLs that are accessible only via URL parameters, the Customer acknowledges and agrees that the accessWidget Software does not process these (i.e., they will not be made accessible); (ii) Documents, including PPT, Excel, Word, PDF, audio, video, SVG, and embedded content; and (iii) Canvas and Flash. If the Customer wishes to make these types of files and content accessible on their Website, AccessiWay offers additional services. Further information about these services can be found at <https://www.accessiway.at/accessibility-consulting>.
4. It is prohibited to: (i) copy, modify, or create derivative works of the accessWidget Software; or (ii) disassemble, decompile, decode, or otherwise attempt to derive or manipulate the source code of the accessWidget Software or its associated services (including the underlying ideas, algorithms, structure, or organization).
5. The Customer shall not infringe upon or impair any intellectual property rights associated with the accessWidget Software, including, but not limited to, copyrights, patents, trademarks, or any other rights belonging to the Company or third parties.
6. Unless the Customer has purchased Standard and/or Premium accessWidget Support, they are not entitled to modify any element of the accessWidget Software (e.g., but not limited to, the clickable element instead of the trigger, the icon, the custom interface, the custom button shape, or modifications to the footer link interface). Additionally, the Customer may not alter the provided graphical interface in any way, nor remove the text "AccessiWay. The Web Accessibility Solution" and the associated link.
7. The Customer is not permitted to transfer, sell, or assign their License, in whole or in part, to any third party in any manner.

### **3. WEBSITE ACCESSIBILITY, SUPPORT, AND CUSTOMER TECHNICAL SERVICE**

1. The Company commits to bringing the Customer's Website into substantial compliance with the provisions of the Standard within 48 hours from the date the accessWidget Software is integrated into the Customer's Website. However, due to factors related to the Customer's Website, and/or changes and updates made from time to time by the Customer and/or their representatives, and/or other reasons beyond the Company's control, the Customer's Website may not become accessible within the aforementioned 48 hour period or at a later time.
2. If the Customer informs the Company of an error or deviation from the Standard, the Company will act to the best of its knowledge and ability to advise the Customer on how to resolve the issue based on the information provided by the Customer, with the goal of restoring the accessibility of the Customer's Website in compliance with the Standard within a reasonable time frame after receiving the notification. Any notification from the Customer regarding an error, violation, or malfunction should be as clear and specific as possible, precisely indicating which component of the Customer's Website is inaccessible. In all cases, the Company undertakes to restore the proper accessibility of the Customer's Website within the technical capabilities of the accessWidget Software, as outlined in these Terms of Use.
3. The Company provides technical support services to Customers exclusively during regular business hours (Monday to Friday, 10:00 AM to 5:00 PM) via the live chat on its Website. Such services include, in particular, assistance with the operation of the accessWidget Software, troubleshooting malfunctions, support for using the Customer's personal account, responding to technical and operational inquiries related to payments and/or license purchases, and handling general order processing.
4. The Customer undertakes to ensure that their Users promptly inform the Company of any malfunction or issue with the accessWidget Software via email or through the live chat on the Website. Upon receiving such a notification, the Company commits to promptly investigating the reported issue.
5. The Company will use its best efforts to resolve malfunctions of the accessWidget Software as quickly as possible. If the necessary technology to fix an issue does not exist or its implementation is not feasible, the Company commits to documenting the issue and resolving it as soon as it becomes technically possible, in accordance with the Company's obligations to the Customer.
6. The Company is not obligated to address or resolve malfunctions or issues originating from the Customer's Website. Under no circumstances (unless otherwise agreed upon) will modifications be made to the code of the Company's systems and/or platforms to accommodate the specific needs of a Customer's Website.

7. The Customer acknowledges that the installation of the accessWidget does not eliminate the possibility of accessibility claims being raised by authorities and/or third parties. In such cases, if the Customer has purchased licenses that include Premium accessWidget Support or has acquired this support separately, they may request the Litigation Support Service. Through the Litigation Support Service, AccessiWay provides the Customer with documentation and/or relevant materials to demonstrate the accessibility functionalities implemented by accessWidget on the Customer's Website. The Customer acknowledges and agrees that this assistance does not constitute legal advice, and they should consult their own legal counsel in the event of claims. Litigation support is provided under the following conditions:

- The Customer informs the Company by providing detailed information about the receipt of a judicial or administrative complaint; and
- The Customer provides the Company with all documents in their possession related to the judicial or administrative complaint.

#### **4. LIMITATION OF LIABILITY**

1. The Company makes no promises, representations, or warranties other than those explicitly stated in these Terms of Use, including but not limited to promises or representations regarding the quality, reliability, accuracy, completeness, timeliness, or availability of information contained in the accessWidget Software, its use, or its suitability for specific purposes beyond what is stated in these Terms of Use.
2. The Company reserves the right to update the service at its sole discretion, which may result in temporary and short-term interruptions of the service. While the Company has no control over disruptions that may occur as a result of updates—particularly those caused by services provided by third parties that affect the updates—it commits to swift action to resolve such issues.
3. The Customer acknowledges that the installation or use of the accessWidget Software cannot guarantee the absence of third-party claims or disputes regarding the accessibility of the Customer's Website. The integration of the accessWidget Software into the Customer's Website alone does not fulfill all legal requirements related to website accessibility. For example, the accessWidget Software does not correct PDF titles, generate subtitles for videos, or affect elements that are not part of the HTML code of the website where the license is installed.
4. The Customer is aware that the accessWidget Software, as a security measure, blocks excessive decryption requests if more than 10,000 images and/or links are requested for decryption for a single website within a month. In such cases, the Company will contact the Customer and request that all images/links on their website be decrypted. The Company will make reasonable efforts to instruct the Customer on how to perform this decryption. If the Customer is unable or unwilling

to follow the Company's instructions, they may inform the Company of their intent to withdraw from the contract. In this case, the Company will refund the Customer a prorated portion of the license fee paid for the website services, corresponding to the remaining term of the license.

5. The Customer acknowledges that the Company does not process URL parameters as pages, files, and/or images. The Customer is responsible for ensuring that all pages, files, and/or images on their website are accessible through standard URLs. In all cases, the accessWidget Software excludes all URL parameters before processing a page, file, or image. As a result, pages, files, and/or images that are accessible only through URL parameters will not be processed by the Software.
6. The Customer acknowledges that the installation of the accessWidget Software must be carried out directly within the HTML BODY tag of the Customer's Website and that the installation code must appear in the browser's "View Source Code" function. The installation of the accessWidget Software can be performed using: (i) a plug-in, (ii) the direct use of the installation code, (iii) a third-party script manager, or (iv) any other method, provided it meets the above requirements. The Customer acknowledges that installing the accessWidget Software in any manner other than described here may result in malfunctions of certain parts of the Software.
7. The Customer acknowledges that geo-blocking may interfere with the proper functioning of the accessWidget Software. "Geo-blocking" refers to: (i) a Customer's Website that is inaccessible from certain geographic locations; or (ii) a Customer's Website that redirects users to a different website based on their geographic location.
8. It is the Customer's responsibility to verify, prior to using the accessWidget Software, that their systems are compatible with their needs and that their Website is adequately maintained. This includes ensuring the integrity of the content management system, the absence of JavaScript errors, and other malfunctions caused by the programming language. Once the Customer activates the accessWidget Software on their Website, it is their responsibility to test and verify the functionality of the Software on their Website to ensure that none of the aforementioned issues, or any other problems, prevent the operation of the Software. The Customer cannot hold the Company liable for any incompatibility of the accessWidget Software with their specific requirements beyond what is stated in these Terms of Use.
9. It is the sole responsibility of the Customer to verify, prior to using the accessWidget Software, the integrity of the connection between their Website and the server on which it is hosted, as well as its connection to the internet and the Customer's infrastructure (e.g., telephone, computer, etc.). The Company assumes no responsibility for these matters.

10. The Company is in no way responsible for the content of documents, graphic files, or other data on the Customer's Website (including copyrighted materials, patents, trademarks, texts, images, PPT attachments, Excel, Word, PDF, audio, video, Vimeo or YouTube files, or files from other video providers, and any other types of files), for which the Customer alone is responsible and asserts that they hold the appropriate rights. The Customer agrees to indemnify and hold the Company harmless from any damages, losses, or liabilities arising from the Customer's Website, its content, or its users.
11. The Customer bears sole responsibility for the content appearing on their Website and its compliance with applicable regulations, including those concerning website accessibility. Without exception, the Customer acknowledges that verifying compliance with applicable laws requires consultation with a specialized attorney or technician. Such consultation is an additional service that may be requested from AccessiWay, but it is not included in this License.
12. The services provided under these Terms of Use do not include, and the Customer expressly releases the Company from any obligation regarding: (i) reviewing the content of the Customer's Website and adapting it to comply with applicable laws, and/or (ii) assessing the requirements for the Customer's Website concerning or in connection with applicable legal provisions on accessibility. It is emphasized that such reviews and assessments are the sole responsibility of the Customer and must be conducted by the Customer or a legal advisor on their behalf and at their own expense. It is noted that such reviews and assessments may be provided by the Company as specialized consulting services, subject to specific terms and conditions. To learn more about the additional services offered by the Company to ensure compliance with national accessibility standards, please visit our website at <https://www.accessiway.at/accessibility-consulting>.
13. The Customer undertakes to integrate the accessWidget Software on a staging or test website before installing the system on the Customer's Website. The Customer must ensure that no malfunctions or damage to the website have occurred before deploying the accessWidget Software on the Customer's Website accessible to users. Anything not explicitly stated and/or regulated in the terms of use for the accessWidget Software is not permitted and is not covered by the accessWidget License.