

Thermal Glass Application -Terms and conditions

Terms of Use

Effective date: **01.01.2024**

Last modified: **01.08.2024**

In order to easily track the changes of the present Terms of Use, we summarized the changes in the below table including the effective dates and a short description of what has been changed:

Version	Date	Change	Download
v2	01.08.2024	Change of the registered seat address, company registration number and VAT number	
v1	01.01.2024 - 31.07.2024	Initial version	

Please be informed that the legal agreements set out below govern your use of our software product related to our physical product of the same name i.e. Thermal Glass™. If you do not agree to these terms, do not download, and do not use our software product and/or related services if any. By using our software product and/or related services, you acknowledge that you agree to abide by and thereof are bound by these terms of use.

By downloading, installing and/or using the Thermal Glass™ App available in the AppStore for iOS devices and in Google Play for Android system you agree that you have read, understood, accepted, and agreed to these terms of use (hereinafter referred to as: “**Terms of Use**” or “**Terms**”), especially because in the beforementioned app stores any software may be downloaded without clicking “I agree” or “I accept the Terms of Use and Privacy Policy”.

These Terms of Use constitute as a legal agreement between you and **Holoindustry Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (registered seat: 9 Sűmegvár alley 1118 Budapest, Hungary, company registration number: 01-09-433033. EU VAT: HU27284979) and apply to your use of the Thermal Glass™ App. Please note, that this Terms of Use and any special terms of use shall be binding upon you as User without clicking on the “I agree” or any similar button, if you use or have access to the Thermal Glass™ App. **These Terms do not have to be signed in order to be binding.**

Please be informed that the Thermal Glass™ physical product and the Thermal Glass™ App are primarily intended for professional and business use and therefore if the User uses them in the course of his/her professional activity he/she shall not be considered as a consumer under the applicable laws and consequently, the provisions of the laws applicable to these terms on consumers shall not apply.

Please review our terms of use and privacy policy carefully before downloading or using the Thermal Glass™ App or using it for the first time.

These Terms of Use is made available by us on our website at <https://www.thermal.glass/> and also made available within the Thermal Glass™ App which allows you to store and retrieve it at any time.

The detailed information on our company may be found at the following link: <https://holoindustry.tech/>

1. DEFINITIONS

User – a person who accesses and uses the Thermal Glass™ App under the conditions of this Terms of Use or any other special terms of use if any

Marketplace – both AppStore and Google Play that are online marketplaces for downloadable software applications that interoperate with iOS or Android operation systems.

AppStore can be reached from your mobile device but also available at the following link: <https://www.apple.com/hu/app-store/>

Google Play can be reached from your mobile device but also available at the following link: <https://play.google.com/>

Device – any mobile device whether phone or tablet that runs with iOS or Android operation systems and that are running the Thermal Glass™ App and connects to the Thermal Glass™ physical product

Intellectual Property – intellectual property means everything we made using our mind especially but not limited to patents and patent applications, trade secrets, technology, processes, designs specifications, tools, applications, databases, data collections, technical data and documentation, copyrightable works (including computer software programs, in both source code and object code form), customer agreements, copyrights, registrations and applications, trade names, logos, trademarks and service marks, marketing materials, know-how etc.;

Thermal Glass™ - is the physical product capable of providing thermal vision for various purposes, both leisure and professional, which may be connected with the Thermal Glass™ App

Thermal Glass™ App – means the software that may be connected to the Thermal Glass™ physical product in order to adjust settings and get information about the functions and status of the physical product such as battery level, storage space etc.

Privacy Policy – Our privacy policy which describes our practice on how we use, disclose, and manage data as data controller. Your rights and obligations thereto

Terms of Use – Terms of Use means this agreement;

Us or We – Holoindustry Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (registered seat: 9 Sűmegvár alley 1118 Budapest, Hungary, company registration number: 01-09-433033. EU VAT: HU27284979) who is the developer of the Thermal Glass™ App and the related physical product;

You or User – It means the entity you represent in accepting these Terms of Use and any special terms of use or, if that does not apply, then you individually. If you are acting and accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms of Use and any other special terms of use; (ii) you have read and understood these Terms of Use and any other special terms of use; and (iii) you agree to these Terms of Use and any other special Terms of use on behalf of the party

that you represent. If you don't have the legal authority to bind your employer or the applicable entity, please do not click on "I agree" or any other similar button or checkbox that is presented to you, or in case there is no such button, simply don't download and/or use our software

Website – is our website under the domain <https://www.thermal.glass/>

2. TERMS FOR USING THE THERMAL GLASS™ APP

2.1. You represent and warrant that you are legally entitled to enter into a binding agreement - in particular the Terms of Use under the laws of Hungary to use Thermal™ Glass App. Otherwise, we will be entitled by law to cancel any agreement entered into with you. You further represent and warrant that you have the right, authority, and capacity to use Thermal Glass™ App and to abide by the Terms of Use. If you are using it on behalf of a legal entity, you also represent and warrant that you are authorized to enter into and bind the entity to these Terms of Use and the use of Thermal Glass™ App.

2.2. By downloading or using a META-INF App you understand and agree that your use of the products will also be subject to our Privacy Policy that may be amended from time to time. By using Thermal Glass™ App, you also agree that in certain cases we may your data as data controller under our Privacy Policy. Please be informed that we may collect and process your personal information in accordance with our Privacy Policy.

2.3. Generally, you can use the Thermal Glass™ App only if you are legally entitled to use the Device that runs is operating with lawfully licensed iOS or Android operation system.

2.4. The Thermal Glass™ App may be freely used after downloading it without registration or creating a user profile. If at any time the Thermal Glass™ App allows registration, registration starts by filling in the registration form with real correct and complete data. The User is responsible for the accuracy of the data. If the User provides incomplete data or data in an incorrect format, or provides an e-mail address with which registration already exists, registration shall start again until the registration form is complete and no incomplete data is detected or no verification error occurs. Registration is completed by entering and saving the registration data.

2.5. If registration is possible the User is fully responsible for all activities carried out in connection with his/her account (profile). The User is obliged to notify the Us immediately in any case of unauthorized access to his/her account.

2.6. The User undertakes to refrain from any use of the Thermal Glass™ App that contradicts or violates any terms of use, license conditions or other agreements between the User and the Marketplace.

2.7. The Marketplace is not obliged to provide maintenance and support for the Thermal Glass™ App.

2.8. For the Thermal Glass™ App downloaded through the Marketplace, the following restrictions may apply:

a) You are not permitted to download the Thermal Glass™ App if you reside in a country that is embargoed by the US government or is designated by the US government as a state sponsoring terrorism. By downloading the Thermal Glass™ App from the Marketplace, You represent and warrant that:

- you do not reside in a country that is embargoed by the US Government or is designated by the US Government as a state sponsoring terrorism; and
- You are not on the US Government's list of "prohibited or restricted parties".

b) the Marketplace through which You download the Thermal Glass™ App are third party beneficiaries in relation of the contract between You and Us and shall be entitled to enforce the contract against the User as third party beneficiaries.

2.9. We are not liable if you do not use a Device capable of running n iOS or Android systems or any platform or if you have downloaded / used the wrong version of the Thermal Glass™ App. We reserve the right to deny you any support and maintenance services (if you are entitled to such benefits), if you use the Thermal Glass™ App with an incompatible or unauthorized Device or for another similar products as Thermal Glass™ or for purposes other than those for which the Thermal Glass™ App and the physical product are intended to be used, or if you breach any terms of this Terms and Conditions or any special terms of use.

2.10. Please note the Thermal Glass™ App is not supporting each version of iOS or Android systems, we may reserve the right that Thermal Glass™ App will not be available for older versions of iOS or Android systems. In the respective Thermal Glass™ App's documentation, or at the Marketplace you will find the information about which iOS or Android system is supported with the Thermal Glass™ App.

2.11. By providing us any information, you state that you have the right to provide us with the information.

3. THE THERMAL GLASS™ APP

3.1. The Thermal Glass™ App can be reached, downloaded and / or purchased (if we decide to allow downloading it for a fee) through the Marketplace. Please note that Thermal Glass™ App is our own development and they only work with Devices that are capable of running iOS or Android systems as described in the respective documentation, and only work if you have an iOS or Android Device and You meet the basic terms of using / downloading the Thermal Glass™ App stipulated therein, or in any other special terms of use. The Thermal Glass™ App's description and documentation also contains - among others – what it can provide and for what purpose we invented it for.

3.2. Please note, that as the Thermal Glass™ App cannot operate without an iOS or Android Device, the Thermal Glass™ App can only work the way we developed it, if (i) your Device meets the requirements of iOS or Android systems and (ii) if the iOS or Android system works without any fault.

3.3. We reserve the right for later updates of the Thermal Glass™ App be accessible only for newer versions of iOS or Android systems which means if You would like to have the same user experience you may have to upgrade your iOS or Android system for a newer version.

3.4. Use of the Thermal Glass™ App and its full functionality is subject to having proper internet and Bluetooth connection.

4. DOWNLOAD AND/OR PURCHASE OF THE THERMAL GLASS™ APP

4.1. The Thermal Glass™ App can be downloaded and used without purchasing any licenses. You may be eligible to use the Thermal Glass™ App for free by downloading it form the Marketplace. However, in order to use the Thermal Glass™ App it requires to own a Thermal Glass™ physical product which may only be purchased for a fee.

4.2. We reserve the right to make the downloading and/or using of the Thermal Glass™ App or certain features for a fee but before doing it We will always notify You in due time in order to let

You enough time to decide whether You wish to continue to use the Thermal Glass™ App. In such case these Terms of Use will be amended accordingly with the terms on payment.

4.3. We again inform You that by downloading and if We made it subject to payment of a fee then purchasing the Thermal Glass™ App You accept these Terms of Use and a contract is concluded between You and Us in an electronic form. The contract concluded this way does not constitute a written contract and is not filed, so it cannot be accessed afterwards.

4.4. In order to conclude the contract You should follow the steps indicated on the Marketplace, namely you should choose the Thermal Glass™ App and click “Download” (or in case of a fee place it to the cart and provide all information requested (such as name, address, company name, billing address, e-mail, phone number and technical contact, then choose a payment method and at the final checkout page).

4.5. We hereby inform you that the contract is concluded in English and that We are not subject to any code of conduct regarding the sale of software license under these Terms of Use.

4.6. In case downloading and/or using the Thermal Glass™ App acknowledgement of the receipt of Your contractual statement is sent by the Marketplace after you clicked on the button initiating the purchase. This provision is a permitted deviation from the applicable legal provisions which you also accept by accepting these Terms of Use.

4.7. Notwithstanding the above, we may make paid content available in connection with the Thermal Glass™ App in the form of an in-app purchase. Where we allow this, it is subject to the in-app purchase terms and conditions of the Marketplace. For more information on in-app purchases, You can find further information for the AppStore at <https://support.apple.com/en-gb/108813> and for the Google Play at <https://support.google.com/googleplay/answer/1061913?hl=en>.

5. OUR OBLIGATION

5.1. We will provide you with the Thermal Glass™ App through the Marketplace. We provide the Thermal Glass™ App in an executable form. Please bear in mind that We will not provide You with the source code and that You are not entitled to be provided with it.

5.2. Any installation of Thermal Glass™ App shall be conducted by yourself. On Your special request, We may advise and support you in preparing the installation. It is Your duty to observe our instructions and/or to clarify the installation conditions with Us in due time and comprehensively, in order to be able to carry out a smooth and seamless installation process.

5.3. Please be informed that the reference link of the documentation of the Thermal Glass™ App can be found at the Marketplace. After clicking the respective link, you will be entitled to view the documentation, but you are not entitled to download, print or any other way reproduce it. Please note that you are not entitled to use part or all of the documentation for any other than internal purposes (for example to present within your organization or company how the Thermal Glass™ App work).

6. SUPPORT AND MAINTENANCE OF THE THERMAL GLASS™ APP

6.1. After downloading (or purchasing) the Thermal Glass™ App We shall provide You with basic support and maintenance services.

6.2. If you send Us any support / maintenance related inquiry You are responsible that the provided data are

- a) anonymous; or

- b) You have the necessary approvals / rights that authorize us to receive, store, make copies of, modify and to know about personal data;

6.3. You also represent and warrant that you are legally entitled to send us the request.

6.4. Please note when We are providing You support services, Your cooperation is indispensable, because without Your active pursuit, We may not be able to give assistance for You. In the framework of the cooperation, We may request you, especially but not limited to send us log files, screenshots, or any other data which may be required to solve your request. If You fail to provide us the requested data, We may be unable and not be obliged to solve Your support request.

6.5. In order to check that You are entitled to our support services, We reserve the right to request the serial number or any identifier of the physical Thermal Glass™ product from You. Please note that failing to provide the serial number or any identifier We reserve the right to refuse the support service, even in case You are otherwise entitled for it.

7. UPDATE OF THE THERMAL GLASS™ APP

7.1. We know that the Thermal Glass™ App may not be always perfect, but We try to develop them from time to time in order to give You a better user experience, a more reliable software and to put new features into it, therefore We will update our products regularly. Please note, the update of the software for the latest version is needed in order to achieve the bug fixes and new functions.

7.2. You are entitled to our updates without any special condition however the version of the iOS or Android operation system installed on Your Device may limit certain features of the Thermal Glass™ App, therefore it is advised to always update the operating system of Your Device before updating the Thermal Glass™ App. We are not liable for the lack of any feature of the Thermal Glass™ App if Your Device does not support the iOS or Android operation system necessary to run the updated Thermal Glass™ App.

8. DATA PROTECTION

8.1. You agree that We may collect and use technical data and related information (please note, You can enable or disable this function anytime in the Thermal Glass™ App) - including (without limitation) technical information relating to your Device, system – that is gathered periodically to facilitate the provision of software updates, product support, marketing efforts and other services to You related to the Thermal Glass™ App. We may use this information, as long as it is in a form that does not personally identify You, to improve our products or to provide services or technology provided for You.

8.2. We designed the Thermal Glass™ App in a way that the least personal data is necessary to us the Thermal Glass™ App. For example using the Thermal Glass™ App is not subject to a registration and all data (media, pictures, videos etc.) created using the Thermal Glass™ App and settings are either stored on the physical Thermal Glass™ product's storage drive or in case of downloading it is stored directly on Your Device, however the Thermal Glass™ App may require permission to access the gallery of Your Device to display the media saved to the Device within the Thermal Glass™ App.

8.3. Notwithstanding the above, in case We process any personal data related to You while using Thermal Glass™ App or in any other case it is always in compliance with the relevant data protection legislation. You can find further information regarding our personal data processing rules and methods in our Privacy Policy.

9. OUR LIABILITIES

9.1. We employ appropriate and reasonable technical and security measures to keep the Thermal Glass™ App secure, free from any virus, Trojan horses or similar harmful materials and error free. However, as effective as this technology is, no security system is impenetrable. Please note we try our best efforts in order to secure our system with the latest technical means (both physical and software related tools), however we cannot guarantee from a technical standpoint that the information You provide will not be intercepted by a malicious third-party while being transmitted to Us or to Your Device.

9.2. The Thermal Glass™ App may be subject to limitations, delays, and other problems as a consequence of using the internet, Your WIFI hotspot, other inner networks, and electronic communications including the Device used by You being faulty, not connected, out of range, switched off or not functioning. We are not responsible for any delays, delivery failures, damages or losses resulting from such problems.

9.3. We shall not be responsible for any loss or damage caused to You or any third parties by the the Thermal Glass™ App if used improperly and not in compliance with these Terms or its documentation. We shall not be liable for any direct, indirect, special, incidental, or consequential damage, whether or not it is based on a contract.

10. LIMITATION OF LIABILITY

10.1. Any claims made against us by You will in any event (except those concerning data processing or controlling issues) be limited to the aggregate amount of all amounts actually paid by and/or due from you when using the Thermal Glass™ App or physical product during the event giving rise to such claims. In no event shall We be liable to You or anyone for costs, interest, damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage). We shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom You give access to the Thermal Glass™ App, including but not limited to loss, damage or injury arising out of, or in any way connected with the Thermal Glass™ App, including but not limited to the use of or inability to use the Thermal Glass™ App.

10.2. You expressly waive and release us from any and all liability, claims or damages arising from or in any way related to Apple Inc. and any of its affiliates, the AppStore, Google Inc. and any of its affiliates, Google Play or your contractual relationship with the latter. We will not be a party to disputes, negotiations of disputes between you and Apple or Google. Responsibility for the decisions You make regarding the Thermal Glass™ App rests solely with and on You. You expressly waive and release us from any and all liability, claims, causes of action, or damages arising from your use of the Thermal Glass™ App, or in any way related to Apple or Google.

11. INDEMNIFICATION

11.1. By using the Thermal Glass™ App, you agree that you will defend, indemnify and hold us, our licensors, affiliates, and each of our officers, directors, commissioners, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney fees and costs) arising out of or in connection with: (a) your use of the Thermal Glass™ App, your dealings with Apple and Google, any third party providers, partners, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein or (c) your violation of any rights of any third party, or (d) your use or misuse of the Thermal Glass™ App. This defense and indemnification obligation will survive these Terms of Use.

12. LICENSE

12.1. Subject to Your compliance with these Terms of Use if any special terms does not provide it otherwise, we grant you an unlimited, non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license to download, use or install a copy of the Thermal Glass™ App or to use the Thermal Glass™ App for Your own personal or for commercial use. The right of use is limited to You as User.

12.2. You may not (i) copy, modify, adapt, translate, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast, decompile, or disassemble any portion of or otherwise exploit the Thermal Glass™ App, except as expressly permitted under these Terms of Use, (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Thermal Glass™ App in any way; (iii) create internet "links" to the Thermal Glass™ App or "frame" or "mirror" any software on any other server or wireless or internet-based device; (iv) reverse engineer or access our software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Thermal Glass™ App, or (c) copy any ideas, features, functions or graphics of the Thermal Glass™ App, (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Thermal Glass™ App, (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Thermal Glass™ App or its contents; (vii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of the proprietary rights, (viii) remove any copyright, trademark or other proprietary rights notices contained in the Thermal Glass™ App. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms of Use.

12.3. You will (i) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violating third party privacy rights; (iii) not send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) not interfere with or disrupt the integrity or performance of the Thermal Glass™ App or the data contained therein; (v) not attempt to gain unauthorized access to the Thermal Glass™ App or its related systems or networks; (vi) not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; and (vii) refrain from engaging in any conduct that could possibly damage our reputation or be considered disreputable.

12.4. We will have the right to investigate and prosecute any violations of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use.

13. INTELLECTUAL PROPERTY MATTERS

13.1. The Thermal Glass™ App and the Website are protected by copyright, and other rights provided under the laws of Hungary and all other European and international laws on intellectual property . We (and our licensors, if applicable) exclusively own all rights, title, and interest in and to the Thermal Glass™ App, including all associated intellectual property rights.

13.2. We reserve all rights to all elements of the domain name <https://www.thermal.glass/> its subdomains, subpages and advertising spaces on the internet.

13.3. The name Thermal Glass™ and its graphic depiction is a trademark registered in the territory of the European Union and thus enjoy the protection granted by Regulation (EU) No. 2017/1001 of the European Parliament and of the Council on the European Union Trademark (hereinafter referred to as "EUTMR").

13.4. Without derogating from our rights under any applicable law or these Terms of Use, You are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms of Use. Please note that You are bound by this Terms of Use to immediately cease any and all use of the Thermal Glass™ App in case you circumvent any of the means taken by us to protect the Thermal Glass™ App from unauthorized or inappropriate use.

14. CONFIDENTIALITY

14.1. Except otherwise set forth in these Terms of Use or any special terms of use, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any information relating to Thermal Glass™ App will be deemed our Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms of Use or any Special Terms of Use. The Receiving Party may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 14 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 14. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so, required pursuant to a regulation, law, or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party may be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

15. TERMINATION

15.1. You are not obliged to use Thermal Glass™ App and may simply choose to stop using it at any time, thus disabling your use of Thermal Glass™ App. For the sake of clarity, this Terms of Use (not including the sections contained in the Survival section of this agreement) and the respective special terms of use if any, terminate when you permanently delete all versions and files of the Thermal Glass™ App you use.

15.2. We reserve the right to immediately suspend, restrict or terminate these Terms of Use and your use of the Thermal Glass™ App through Apple or Google, if we have reasonable grounds to suspect that you have breached or violated any provision of these Terms of Use or the prevailing laws and regulations. For the avoidance of doubt, the termination of this Terms of Use shall not require compensating, reimbursing, or covering any costs incurred by you, including but not limited

to any other amount paid to us in the course of performing your obligations under this Terms of Use.

16. SURVIVAL

16.1. The following provisions will survive any termination or expiration of these Terms of Use: 9 (Our Liabilities), 10 (Limitation of Liability (solely with respect to claims arising from your use of the Thermal Glass™ App), 11 (Indemnification), 12 (License), 13 (Intellectual Property Matters), 14 (Confidentiality), 17.4 (Dispute Resolution), 17.5 (Governing Law).

17. MISCELLANEOUS

17.1. Our waiver or forbearance or failure to claim a breach of any provision of these Terms of Use or to exercise any right provided by these Terms of Use or the applicable law, may not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

17.2. No joint venture, partnership, employment, or agency relationship exists between you, us, or any third-party provider as a result of the Terms of Use or use of the Thermal Glass™ App.

17.3. If any term under these Terms of Use is held to be illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law, the term or part of it will, to that extent, be deemed not to form part of these Terms of Use but the legality, validity or enforceability of the remainder of these Terms of Use will not be affected.

17.4. These Terms of Use are governed by and to be construed under the laws of Hungary especially the [Civil Code](#) and the [Act on Copyright](#). All disputes arising from the use of our services shall be governed by the exclusive jurisdiction of the [Competent Hungarian Courts](#) based on our registered seat.

17.5. Neither party will be liable to the other for any delay or failure to perform any obligation under this Terms of Use or any special terms of use (except for a failure to pay fees if applicable) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency (Force Majeure).

17.6. This agreement is the entire agreement between you and us relating to the Thermal Glass™ App and supersedes all prior or contemporaneous oral or written communications, proposals and representations between you and us with respect to the Thermal Glass™ App or any other subject matter covered by this Terms of Use. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of this Terms of Use, and any such document relating to this Terms of Use will be for administrative purposes only and will have no legal effect.

17.7. These Terms of Use may be modified, varied, and changed from time to time. We will notify you through our Website and/or send you an email or a push notification through the Thermal Glass™ App of the modifications, variations and/or changes to the Terms of Use at least 30 days before the modification comes into force. The continued use of the Thermal Glass™ App after receipt of this notice will constitute Your consent to and acceptance of the modifications, variations, and/or changes. Please note that we reserve the right to terminate any or all of our Terms. In such case we will notify you with a 90-day notice period, before we stop our operation.

19. CONTACT DETAILS

19.1. Should you have any question or feedback concerning these Terms of Use, any special terms of use of the Thermal Glass™ and the related physical product or any of our products, or you just have a general inquiry, please contact us at <https://www.thermal.glass/contact> by filling out our contact form.