



## TERMS AND CONDITIONS

Last updated 1 February 2025

Please read this agreement carefully before using the software and cloud services ("products", "software") operated by Fully Factory GmbH ("us", "we", "our").

This Agreement shall apply only to the products supplied by Fully Factory GmbH herewith regardless of whether other software is referred to or described herein. The terms also apply to any Fully Factory GmbH updates, supplements, Internet-based services, and support services for the products, unless other terms accompany those items on delivery. If so, those terms apply.

### Conditions of Use

By using the products, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave the website accordingly. Fully Factory GmbH only grants use and access of its products to those who have accepted its terms.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this Agreement, do not install or use the products, and you must not accept this Agreement.

If you use a free trial of the Fully Kiosk software, this agreement will also govern that trial. By clicking "accept" or installing and/or using the Fully Kiosk software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this agreement.

### Privacy Policy

Before you continue using our products, we advise you to read our privacy policy at <https://www.fully-kiosk.com/#privacy> regarding our user data collection. It will help you better understand our practices.

### Intellectual Property

Fully Factory GmbH shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual

property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of Fully Factory GmbH.

You agree that all materials, products, and services provided on the website are the property of Fully Factory GmbH, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the Fully Factory GmbH's intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant Fully Factory GmbH a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

### **License Grant**

Fully Factory GmbH hereby grants you a personal, non-transferable, non-exclusive licence to use the Fully Kiosk software on your devices in accordance with the terms of this Agreement.

You are permitted to load the Fully Kiosk software (for example a PC, laptop, mobile or tablet) under your control or use the Fully Kiosk software in the cloud. You are responsible for ensuring your device meets the minimum requirements of the Fully Kiosk software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software (except by using the documented APIs), nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party
- Use the Software in any way which breaches any applicable local, national or international law

use the Software for any purpose that Fully Factory GmbH considers is a breach of this Agreement.

### **User Accounts**

As a user of our products, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password. If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address it accordingly. We reserve all rights to terminate accounts, edit or remove content and cancel orders in our sole discretion.

### **Fully PLUS Product Conditions**

The **Fully PLUS License** allows to use all Fully PLUS features (without watermark and spoilers) as well as the Basic Fully Cloud Features. For a one-time payment you'll get a lifetime non-exclusive transferable usage license including all future updates for the Fully Kiosk apps and all future PLUS features. This license works with all Fully Kiosk apps (except Fully Exam Kiosk). All Fully PLUS features are FREE to try without any license.

The **Fully PLUS Single License** is bound to your Device ID and activated immediately when the payment is completed. There is no license key. Internet connection is required on your Android device in order to activate the license. You can move this licence to another Device ID anytime on our website. Note that Device ID may change in case of device reset, app re-install, hardware changes etc.

The **Fully PLUS Volume License** is available if you order a PLUS License for 10 or more devices. You will get a Volume License Key which can be used for activating the license on all your devices. You have to enter or import this key into app settings in order to activate the license on the device. You can deactivate the device license by removing the volume key from app settings. Please don't forget to deactivate prior to uninstalling the app, resetting, repairing or disposing the devices. Internet connection is required on the device for license activation and deactivation.

Please get a Fully PLUS License quote at <https://www.fully-kiosk.com/#license>

### **Fully Cloud EMM Product Conditions**

Using Advanced Features in **Fully Cloud EMM** requires a recurring Fully Cloud Subscription after one month trial period. Please get the current feature list at <https://www.fully-kiosk.com/#cloud>

### **Refunds**

We are committed to quality and 100% customer satisfaction. We kindly ask our customers to test all needed features with your content and your devices thoroughly before ordering any product.

For consumer contracts we offer full refunds within 14 days after purchase. Other refunds are provided at our sole discretion and on a case-by-case basis and may be refused.

### **Applicable Law**

By using our products, you agree that the laws of the Germany, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Fully Factory GmbH and you, or its business partners and associates.

Consumer protection law of the consumer's residence country shall be excluded.

### **Disputes**

Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated by the court in Germany and you consent to exclusive jurisdiction and venue of such courts.

### **Indemnification**

You agree to indemnify Fully Factory GmbH and its affiliates and hold Fully Factory GmbH harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

### **Limitation on Liability**

Unless required by applicable law or agreed to in writing the products are provided "AS IS", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event we shall be liable for any claim, damages or other

liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the products or the use or other dealings in the products.

### **Changes of This Agreement**

Fully Factory GmbH reserves the right to edit, modify, and change this Agreement any time. We shall let our users know of these changes by email. This Agreement is an understanding between Fully Factory GmbH and the user, and this supersedes and replaces all prior agreements regarding the use of this website.

### **Termination**

This agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Fully Factory GmbH.

It will also terminate immediately if you fail to comply with any term of this agreement. Upon such termination, the licenses granted by this agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this Agreement.

Please don't hesitate to contact us at [info@fully-kiosk.com](mailto:info@fully-kiosk.com) if you have any questions or special requests.

Fully Factory Team