

META-INF Apps -Terms and conditions

Terms of Use

Last modified: 20.02.2022

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
v7	20.02.2022 -	New Section 15 - and change numbering of the Terms	
v6	22.07.2021-19.02.2022	Change of Section 6.1. of Appendix 1.	
v5	21.07.2021 - 30.05.2021	New definition - Trial Licence New section 4.2, and change of numbering thereof Appendix 1. Amended Sections 5.1., 6.1., 8.2., new Section 5.2.	
v4	23.02.2021 -29.05.2021	Appendix 1. - New section 4., change of numbering Appendix 2. - New section 4., change of numbering	
v3	23.12.2019 - 22.02.2021	Updated Atlassian Marketplace and Support links	
v2	04.07.2019 - 22.12.2019	Structure of version history Change of Section 15.1	
v1	29.03.2019 - 03.07.2019	Initial version Effective 29.03.2019	

Please be informed that the legal agreements set below govern your use of our products or services. If you do not agree to these terms, do not download and do not use our products or services. By using our products or services, you acknowledge that you agree to abide by and thereof are bound by these terms.

By downloading, installing and/or using one of our META-INF Apps listed at the Atlassian Marketplace you agree that you have read, understood, accepted and agreed to these terms of use (hereinafter referred to as: "**Terms of Use**"), especially because without clicking "I agree" of our Terms of Use and Privacy Policy, you are not able to download / use them. These Terms of Use constitute as a legal agreement between you and META-INF Szolgáltató Korlátolt Felelősségű Társaság (seat: Taksony utca 6. fszt. 1., Budapest, 1192, Hungary, company registration number: 01-09-170431) and apply to your use of our products and/or services. Please note, that this Terms of Use and any Special Terms of Use shall be binding upon you as an Authorized user without clicking on the "I agree" button, if you use or have access to one of our META-INF Apps. **These Terms do not have to be signed in order to be binding.**

Please review our terms of use and privacy policy carefully before downloading or using our products or using our services for the first time.

Please be informed that the present Terms of Use and / or any Special Terms of Use shall be effective together with the general terms of conditions of Atlassian. Please note that any questions or queries not regulated herein or in the Special Terms of Use, are expressly regulated by the terms of Atlassian. In case of any discrepancy between Our or Atlassian's terms, the preceding shall be applied.

1. DEFINITIONS

Authorised User – a person who accesses and uses the META-INF App under the conditions of this Terms of Use or any other Special Terms of Use. The number of Authorised Users may not exceed the number of users purchased via the Atlassian Marketplace.

Atlassian – Atlassian Pty Ltd, an Australian corporation (ABN 53 102 443 916);

Atlassian Marketplace – Atlassian Marketplace is an online marketplace for on-demand applications and downloadable software applications that interoperate with applicable Atlassian Products. Atlassian Marketplace can be reached on the following link: <https://marketplace.atlassian.com>;

Atlassian Products – Any Products developed and sold directly by Atlassian, which are listed on the following link: <https://www.atlassian.com/software>;

Atlassian Supported Platforms – These are the minimum requirements to run the Atlassian Product and / or our META-INF Apps. For further information please read the official documentation of the respective Atlassian Product or META-INF App;

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;

META-INF Apps– Any products listed on the Atlassian Marketplace whose vendor is META-INF Kft. Our vendor page can be found on the following link: <https://marketplace.atlassian.com/vendors/4907/meta-inf-kft>;

Privacy Policy – Our privacy policy which describes our practice on how we use, disclose and manage data. Your rights and obligations thereto, and shall be found here;

SLA – Service Level Agreement, which stipulates your rights and obligations for our support regarding META-INF Apps;

Special Terms of Use – Any other agreement which is concluded by and between us and you regarding the different deployment options, which means in case of cloud deployment the special terms of use, and in case of server and data center deployment the end user agreement. You can find the Special Terms of Use as follows:

Cloud deployment: Appendix 1 of this Terms of Use

Server and data center deployment: Appendix 2 of this Terms of Use

Terms of Use – Terms of Use means this agreement;

Trial licence – Trial licence, which means you can use Atlassian Products, or META-INF Apps for free of charge until your Trial licence is valid. For further information regarding Trial licences, please check the following link: <https://www.atlassian.com/licensing/purchase-licensing#trials>.

Us or We – META-INF Szolgáltató Korlátolt Felelősségű Társaság (seat: Taksony utca 6. fszt. 1., Budapest, 1192, Hungary, company registration number: 01-09-170431) who is the developer of the META-INF Apps;

You – It means the entity you represent in accepting these Terms of Use and any Special Terms of Use or, if that does not apply, 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;

2. TERMS FOR USING META-INF APPS

2.1. You represent and warrant that you are legally entitled to enter into a binding agreement under the laws of Hungary - in particular the Terms of Use - to use META-INF Apps. 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 META-INF Apps and to abide by the Terms of Use. If you are registering 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 META-INF Apps.

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 META-INF Apps, you also give your consent as required under our Privacy Policy. Please be informed that we may collect and process your personal information in line with our Privacy Policy. Further information on our data protection guideline can be found at the following page: <https://www.meta-inf.hu/en/privacy-policy>

2.3. Generally, you can use META-INF Apps only if you are legally entitled to use Atlassian Products. There are special terms, in which cases you are entitled to use our products without paying any fee for it, i.e. if our META-INF App is a free product, or if you have a valid community licence (you can find more details [here](#)), or if you have a valid Trial licence during your Trial period. Notwithstanding the aforesaid, our platform dependent conditions shall be found under the respective Special Terms.

2.4. We are not liable if you do not use an Atlassian Supported Platform or if you have downloaded / used the wrong version of the META-INF App. We reserve the right to deny you any support and maintenance services (if you are entitled to such benefits), if you use the META-INF App with an incompatible or unauthorized deployment or for purposes other than those for which the META-INF App is intended to be used, or if you breach any terms of this Terms and Conditions or the Special Terms, or if we notice that you use the META-INF App in a deployment option which does not meet the requirements of Atlassian Supported Platforms.

2.5. Please note our META-INF Apps are not supporting each version of Atlassian Products, we may reserve the right that our META-INF Apps will not be available for older versions of Atlassian Products. In the respective META-INF App's documentation, or at Atlassian Marketplace you will find the information about which Atlassian Product is supported with our META-INF App.

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

3. META-INF APPS

3.1. Our META-INF Apps can be reached, downloaded and / or purchased at the Atlassian Marketplace. Please note all META-INF Apps are our own development and they only work with the Atlassian Products as described in the respective META-INF App's description, and only work if you have an Atlassian Product and you meet the basic terms of using / downloading any META-INF App stipulated herein, or in any other Special Terms or in any terms of Atlassian. The individual META-INF App's description and documentation also contains - among others - what it can provide and for what purpose we invented it.

3.2. Please note, that as our META-INF Apps cannot operate without an Atlassian Product, our META-INF Apps can only work the way we developed it, if (i) your foundation meets the requirements of Atlassian Supported Platforms, and (ii) if the Atlassian Product works without any fault.

3.3. We reserve the right for later updates of META-INF Apps be accessible only for newer versions of Atlassian Products, which means if you would like to have the same user experience you may have to upgrade your Atlassian Product licence for a newer version.

3.4. Our META-INF Apps can be used in different deployment options i.e. cloud, server or data center deployment options. You will find in the special page of the respective META-INF App's page located at Atlassian Marketplace that in which deployment option you can use the META-INF App.

4. PURCHASE OF META-INF APPS

4.1. Some of our META-INF Apps can be used without purchasing any licences, such as our free META-INF Apps. You may be eligible to use our paid META-INF Apps for free if you are a participant of the Atlassian community licence programme or if you have a valid Trial licence and your Trial period is not expired.

4.2. Please note while you are using Trial licence, you may not be able to use the full functionality of the META-INF App. Differences resulting from this functionality may mean that certain features of the program are not available during the trial period. The description of the features available under the Trial license together with which features are not available during the trial period will always be published in the documentation available on the Atlassian Marketplace for the respective META-INF App.

4.3. In any other cases, when you are not entitled to some special terms, you can purchase a licence for our products through Atlassian Marketplace. Please note that all payments are made through the Atlassian Marketplace based on their special terms and conditions, which is accessible as follows: <https://hu.atlassian.com/licensing/marketplace/termsfuse>. You are only able to purchase a licence for our product on a yearly or monthly base, or as stipulated in our Special Terms or in Atlassian's Terms. Please note you are obliged to purchase the META-INF App for the same licence tier as requested by Atlassian. For more information on Marketplace licencing, please refer to <https://www.atlassian.com/licensing/marketplace>.

For the Atlassian Marketplace Terms of Use, please refer to <https://www.atlassian.com/licensing/marketplace/termsfuse>

4.4. The rates that apply for META-INF Apps can be found on Atlassian Marketplace at the respective META-INF App's description. We reserve the right to modify or update the rate from time to time with prior notification. Please note that the prices of META-INF APPS shown on Atlassian Marketplace does not contain tax.

4.5. If you are not satisfied with the product you purchased, or if you did not want to purchase the product at the first place, or you have changed your mind to not purchase the META-INF App, you may be entitled to require a refund in line with the [refund policy](#) of Atlassian.

5. OUR OBLIGATION

5.1. We will provide you with the META-INF App through Atlassian Marketplace. We provide the META-INF App in an executable form, or in case of cloud access, it will automatically be added to your Atlassian Product upon purchase. 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 the META-INF 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 META-INF Apps can be found at the respective META-INF App's special page at Atlassian 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.

6. SUPPORT AND MAINTENANCE OF META-INF APPS

6.1. After the purchase of our META-INF Apps we shall provide you with support and maintenance services as described in our SLA and the Special Terms which you can find on the following link: <https://metainf.atlassian.net/servicedesk/customer/portal/1>

6.2. Notwithstanding any provisions of our SLA if you send us any support / maintenance related inquiry you are responsible that the provided data are

1. anonymous; or
2. 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 frame of the cooperation, we may request you, especially but not limited to send us log files, screenshots, or allowing screen-sharing, 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 META-INF App related support request.

6.5. In order to check that you are entitled to our support services, we reserve the right to request the SEN number of our product from you in case of server or data center deployments, or your site URL in case of cloud deployments. Please note that failing to provide the SEN number or site URL we reserve the right to refuse the support service, even in case you are otherwise entitled for it.

7. UPDATE OF META-INF APPS

7.1. We know that none of the META-INF Apps are 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. Normally, you are entitled to our updates as long as you have an active maintenance period or subscription, but the special terms and conditions for the different deployment options contain the eligibility conditions for the updates.

8. YOUR CONSENT TO USE THE DATA PROVIDED BY YOU

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 META-INF App) - including (without limitation) technical information relating to your device, system, products you use- that is gathered periodically to facilitate the provision of software updates, product support, marketing efforts and other services to you related to our META-INF 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 to you. You can find further information regarding our personal data handling questions in our Privacy Policy.

9. WARRANTIES

9.1. Please be aware that despite our best efforts, we cannot undertake more responsibility than [Atlassian does](#), because our META-INF Apps work only in the product deployment options of Atlassian, therefore we make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of META-INF Apps. We do not represent or warrant that (a) the use of META-INF Apps will be secured, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) META-INF Apps will meet your requirements or expectations, (c) any stored or forwarded data will be accurate or reliable, (d) the quality of services, information, or other material obtained by you through META-INF Apps will meet your requirements or expectations, (e) errors or defects in META-INF Apps will be corrected within foreseeable time. All conditions, representations and warranties, whether expressed, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, or non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent. You acknowledge and agree that the entire risk arising from your use of META-INF Apps remains solely and absolutely with you and you will have no recourse whatsoever to the company.

10. OUR LIABILITIES

10.1. We employ appropriate and reasonable technical and security measures to keep META-INF Apps secure, 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 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.

10.2. META-INF Apps may be subject to limitations, delays, and other problems as a consequence of using the internet, your intranet, 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.

10.3. We shall not be responsible for any loss or damage caused to You or any third parties by META-INF Apps. We shall not be liable for any direct, indirect, special, incidental or consequential damage, whether or not it is based on a contract.

11. LIMITATION OF LIABILITY

11.1. Any claims made against us by you will in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you when using META-INF Apps 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 META-INF Apps, including but not limited to loss, damage or injury arising out of, or in any way connected with the META-INF App, including but not limited to the use of or inability to use META-INF Apps.

11.2. You expressly waive and release us from any and all liability, claims or damages arising from or in any way related to Atlassian Plc. We will not be a party to disputes, negotiations of disputes between you and Atlassian Plc. Responsibility for the decisions you make regarding META-INF Apps 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 META-INF Apps, or in any way related to the Atlassian Plc. introduced to you by META-INF Apps.

12. INDEMNIFICATION

12.1. By using META-INF Apps, 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 META-INF Apps, your dealings with Atlassian Plc, 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 META-INF Apps. This defence and indemnification obligation will survive these Terms of Use.

13. LICENSE

13.1. Subject to your compliance with these Terms of Use, if any Special Terms does not provide it otherwise, we grant you a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license to download, use or install a copy of META-INF Apps or to use META-INF Apps for your own personal or for commercial use. In case of server or data center META-INF Apps, we grant you the above license solely for hardware systems owned, leased or controlled by you.

13.2. The right of use is limited to the Authorized Users. Further and special conditions regarding the different deployment options shall be stipulated on the respective special terms and conditions.

13.3. 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 META-INF Apps, 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 META-INF Apps in any way (except you are entitled to it as stipulated in section 18.3.); (iii) create internet "links" to META-INF Apps 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 META-INF Apps, or (c) copy any ideas, features, functions or graphics of META-INF Apps, (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 META-INF Apps, (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 META-INF Apps 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 META-INF Apps. 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.

13.4. 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, libellous, 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 META-INF Apps or the data contained therein; (v) not attempt to gain unauthorized access to META-INF Apps 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.

13.5. 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.

14. INTELLECTUAL PROPERTY MATTERS

14.1. META-INF Apps – including their name – are protected by copyright, and other rights provided under the laws of Hungary. We (and our licensors, if applicable) exclusively own all rights, title and interest in and to META-INF Apps, including all associated intellectual property rights.

14.2. 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 META-INF Apps in case you circumvent any of the means taken by us to protect META-INF Apps from unauthorized use.

15. REFERENCE

15.1. By downloading any of META-INF Apps You give your consent to us to display Your logo and name free of charge on our website and to include them in our public presentations or refer to You in our presentations. With respect to this, You provide us a revocable, non-exclusive, geographically and in terms of use unlimited right to display your logo and name and to refer to You as our partner for commercial purposes. This right also includes the right to rework the logo to the extent necessary to the fit in the environment of the use. The right of use under this section can be revoked by You any time if you send us an e-mail to the following address: support@metainf.atlassian.net. You acknowledge and accept that to the period of revocation of the license META-INF is entitled to use your name and logo, and You waive your right to submit any claim against META-INF on the ground of the use thereof. We undertake the obligation that after the withdrawal of Your authorisation we will refrain from the further use of your logo and name and we will use our best effort so have them deleted as soon as possible.

16. CONFIDENTIALITY

16.1. 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 META-INF Apps 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 15 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 15. 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.

17. TERMINATION

17.1. You are not obliged to use META-INF Apps and may simply choose to stop using it at any time, thus disabling your use of META-INF Apps. 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 terminate when you permanently delete all versions and files of the META-INF App you use. The latter shall prevail in case of server and data center use of the META-INF App. If you are using our META-INF App in a cloud deployment, the agreements shall terminate if your cloud access is terminated, or you uninstall our META-INF App using the Universal Plugin Manager.

17.2. Please note that you are entitled to terminate your licence of the META-INF App, by sending a request to Atlassian. Please be informed that we have no right to terminate your licence, only Atlassian is entitled to it, based on their own refund / cancellation policy. You may terminate your account through Atlassian

17.3. We reserve the right to immediately suspend, restrict or terminate these Terms of Use and your use of META-INF Apps through Atlassian, 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.

18. SURVIVAL

18.1. The following provisions will survive any termination or expiration of these Terms of Use: Sections 9 (Warranties), 10 (Our Liabilities), 11 (Limitation of Liability (solely with respect to claims arising from your use of META-INF App), 12 (Indemnification), 13 (Licence), 14 (Intellectual Property Matters), 15 (Confidentiality), 18.4 (Dispute Resolution), 18.5 (Governing Law).

19. MISCELLANEOUS

19.1. 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.

19.2. 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 META-INF Apps.

19.3. As our META-INF Apps are strictly Atlassian Product connected software solutions, you are not entitled to transfer or assign your rights under these Terms of Use, except if Atlassian allows it, or if you have the right for such assignment in your legal system.

19.4. 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.

19.5. 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](#). Any and 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.

19.6. Neither party will be liable to the other for any delay or failure to perform any obligation under this Terms of Use or Special Terms of Use (except for a failure to pay fees) 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).

19.7. This Agreement is the entire agreement between you and us relating to the META-INF Apps and supersedes all prior or contemporaneous oral or written communications, proposals and representations between you and us with respect to the META-INF Apps 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.

19.8. These Terms of Use may be modified, varied and changed from time to time. We will notify you through our Home Page and/or send you an email 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 META-INF Apps 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.

20. CONTACT DETAILS

20.1. Should you have any question or feedback concerning these Terms of Use, Special Terms of Use of our products, or you just have a general inquiry, please contact us at <https://metainf.atlassian.net/servicedesk/customer/portal/1> by filling out our contact form.

APPENDIX 1 SPECIAL TERMS OF USE

Last updated: 22.07.2021

In order to easily track the changes of the present Special 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
v4	22.07.2021.-	Change of Section 6.1.	
v3	30.05.2021 – 21.07.2021.	Section 5.1., 6.1. and 8.2. amended Section 5.2. added	
v2	23.02.2021 - 29.05.2021	New section 4. change of numbering	

v1	29.03.2019 - 22.02.2021.	Initial version Effective 29.03.2019	
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Thank you for using our cloud deployment META-INF App. By downloading or installing a META-INF App, you explicitly accept the terms of use and agree to be bound by the terms and conditions of this Special Terms of Use, and you are agreeing to be bound by our Terms of Use.

Please note any of these Terms of Use constitute a legal agreement between you and META-INF Szolgáltató Korlátolt Felelősségű Társaság (seat: Taksony utca 6. fszt. 1., Budapest, 1192, Hungary, company registration number: 01-09-170431) and apply to your use of any META-INF Apps in cloud deployment.

Please be informed that the present Special Terms of Use shall be effective together with our general Terms of Use and the general terms and conditions of Atlassian. Please note that for any questions not regulated herein, the terms and conditions of our Terms of Use shall be applied. In case of any discrepancy between our or Atlassian's term, the preceding shall be applied. If there is a discrepancy between the Terms of Use or this Special Term of Use, the terms of this Special Terms of Use shall be applied.

Please note that in any case when our Terms of Use are binding upon you, the terms of this Special Terms of Use are also binding. **These Special Terms of Use do not have to be signed in order to be binding.**

Please be aware that this Special Terms of Use does not apply to cloud-based META-INF Apps which has their own special terms.

1. DEFINITIONS

1.1. The Definitions used in this Special Terms of Use are the same as the ones defined in the Terms of Use, so if you need any explanation thereof, please refer to our Terms of Use.

2. PURCHASE OF THE META-INF APPS

2.1. You can purchase our products exclusively through Atlassian Marketplace. For further information regarding the purchase please read the Atlassian Marketplace's terms and conditions, which you can find here: <https://hu.atlassian.com/licensing/marketplace/termsofuse>.

3. OUR OBLIGATION

3.1. Once you purchased our META-INF App, it will be automatically added for one Atlassian Product on systems owned or operated by you or one of your Authorized Users. Please note that after successful transaction (payment), Atlassian will make the META-INF App you purchased available through your Atlassian cloud account. Please note that you are responsible for accessing your account to determine that your payment is complete, and that the META-INF App is available to you.

3.2. For the avoidance of doubt, you are responsible for installing the META-INF App, and you acknowledge that We have no delivery obligation with respect to the META-INF App.

4. RESTRICTING OR TERMINATING THE ACCESS

4.1. We are entitled to restrict, or suspend the use of the META-INF App you use, based on our own decision, without any prior notification and without asking your permission to do so if

- we notice a problem or instability in the operation of the infrastructure running the Cloud product, which
- jeopardizes the operation of the entire infrastructure and thus the service provided to all other customers, and
- this problem can be linked to You; or
- You use the META-INF App for illegal or unauthorized purpose; or

- Atlassian or an authority request it.

In such case we shall not be responsible for any loss or damage caused to You or any third parties by the above action.

If such action becomes necessary META-INF may notify You **after** the action has taken place.

4.2. META-INF undertakes the obligation, that if the error or attack was eliminated and the necessary security measures has been taken, and we were informed in a creditable way, the restriction, suspension or the disablement shall be revoked.

5. SUPPORT AND MAINTENANCE OF META-INF APPS

5.1. If you are using our META-INF App in cloud deployment, we maintain the META-INF App on a best effort bases.

5.2. Any inquiries regarding Support issues shall be governed by our SLA published on Atlassian Marketplace.

6. UPDATE OF META-INF APPS

6.1. When you have a valid subscription for a META-INF App, your META-INF App will be automatically updated for the latest version without further action. An exception to the automatic update is the case where the version update contains a substantial change. In these cases, updating your META-INF App requires the active participation of a person with administrative privileges, whom the User is obliged to provide, with respect to the specification of Atlassian, which can be accessed through the following link:

<https://developer.atlassian.com/platform/marketplace/upgrading-and-versioning-cloud-apps/#changes-that-require-manual-customer-approval>

7. PROCESSING DATA PROVIDED BY YOU

7.1. When we perform our contractual obligation arising from the Terms of Use it is necessary for us as data processors to deal with the personal data provided by you as the controller of these data. Our data processing agreement can be found as follows: <https://www.meta-inf.hu/en/dataprocessing>. This Agreement contains the provisions, in particular the data protection rights and obligations of the parties.

8. LICENSE

8.1. Notwithstanding the condition of the Terms of Use we grant you a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license to use META-INF Apps for your own personal or for commercial use only attached to your Atlassian Cloud account.

8.2. Please note, if you purchased one of our META-INF Apps you are not able to use it after the expiry of the subscription period. Once your subscription for our META-INF App, or for Atlassian Product expires, you will not be entitled for further use, which means, that Atlassian will close your account and / or access to our META-INF App and / or Atlassian Product, which means you will not able to access your data, it will be deleted on the day which Atlassian determines.

9. MISCELLANEOUS

9.1. Terms

9.1.1. This Agreement is effective from the date when the Terms of Use are entering into force and continues until the termination of the Terms of Use or until the date, when you or we terminate this Special Terms of Use.

9.1.2. This Agreement shall be terminated as stipulated in the Terms of Use, i.e. if you request the removal of your subscription from Atlassian, or simply failing to renew it when due, or if the Terms of Use terminates for any reason.

APPENDIX 2

END USER AGREEMENT

Last updated: 23.02.2021

In order to easily track the changes of the present End User Agreement, 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	23.02.2021 -	New section 4., change of numbering	
v1	29.03.2019 - 22.02.2021	Initial version Effective 29.03.2019	

Thank you for using our server / data center deployment META-INF App. By downloading or installing a META-INF App, you explicitly accept the terms of use and agree to be bound by the terms and conditions of this End User Agreement, and you are agreeing to be bound by our Terms of Use

Please note that this End User Agreement constitutes a legal agreement between you and META-INF Szolgáltató Korlátolt Felelősségű Társaság (seat: Taksony utca 6. fszt. 1., Budapest, 1192, Hungary, company registration number: 01-09-170431) and apply to your use of any META-INF Apps in server and data center deployments.

Please be informed that the present End User Agreement shall be effective together with our general Terms of Use and the general terms and conditions of Atlassian. Please note that for any questions not regulated herein, the terms and conditions of our Terms of Use shall be applied. In case of any discrepancy between our or Atlassian's term, the preceding shall be applied. If there is a discrepancy between the Terms of Use or this End User Agreement, the terms of this End User Agreement shall be applied.

Please note that in any case when our Terms of Use are binding upon you, the terms of this End User Agreement are also binding. **This End User Agreement does not have to be signed in order to be binding.**

Please be aware that this End User Agreement does not apply to server and data center-based META-INF Apps which has their own special terms.

1. DEFINITIONS

1.1. The Definitions used in this End User Agreement are the same as the ones defined in the Terms of Use, so if you need any explanation thereof, please refer to our Terms of Use.

2. PURCHASE OF THE META-INF APPS

2.1. You can purchase and download our products exclusively through Atlassian Marketplace. For further information regarding the purchase please read the Atlassian Marketplace's terms and conditions, which you can find here: <https://hu.atlassian.com/licensing/marketplace/termsfuse>.

3. OUR OBLIGATION

3.1. Once you purchased our META-INF App, you will be entitled to install it for one Atlassian Product on systems owned or operated by you or one of your Authorized Users. Please note that after successful transaction (payment), Atlassian will provide you the software licence code through your Atlassian account. Please note that you are responsible for accessing your account to determine that your payment is complete, and your software licence code is delivered.

3.2. For the avoidance of doubt, you are responsible for installation of the META-INF App, and you acknowledge that We have no delivery obligation with respect to the META-INF App, nor the software licence key as Atlassian will provide you the necessary software licence key.

4. LIMITATION OF LIABILITY

4.1. With respect to that You have the chance to try and test any of our META-INF App in an operational environment of your choice, therefore META-INF excludes its liability for any loss or damage caused to You or any third parties arising from any stability problem in your operating environment. Notwithstanding the limitation of liability stipulated in this section, we undertake to help you to identify any errors that may occur during the active maintenance period and we will treat such errors with priority (only if it is proven that the error arises from the product).

5. SUPPORT AND MAINTENANCE OF META-INF APPS

5.1. If you are using our META-INF App in server deployment, you are entitled for support if you have a valid and active maintenance period.

5.2. If you are using our META-INF Apps in data center deployment you need to have an active subscription in order to be entitled for support and maintenance service from our side.

6. UPDATE OF META-INF APPS

6.1. When you have active maintenance or valid subscription for a META-INF App depending on the deployment you use, you are entitled for the latest version of our META-INF App, if your system and your Atlassian Product meet the minimum requirements as stipulated in the respective META-INF App documentation.

6.2. If you are using our META-INF App in a server deployment, but your maintenance is not active, you are only entitled for the latest version of our META-INF App, which was available on the date, when your maintenance period has expired.

6.3. If you are using our META-INF App in data center deployment, but you have no active subscription thereof, you are only entitled for the latest version of our META-INF App, which was available on the date, when your subscription has expired.

7. LICENSE

7.1. Notwithstanding the condition of the Terms of Use, in case of server or data center based META-INF Apps, we grant you a perpetual, non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license to download and install a copy of the META-INF Apps for your own personal or for commercial use only in one production deployment. We grant you the above license solely on hardware systems owned, leased or controlled by you.

7.2. Please note, if you purchased one of our META-INF Apps for server deployment, you can use it after the expiry of the licence period, for an indefinite period of time. In this case after the end of the licence period, you will be entitled to download the last version of our META-INF App, which was available on the day, when your licence

has expired. Please note, that without valid licence we will not provide you any further updates and support services regarding the META-INF App, so you will use it only at your own risk.

7.3. If you purchased our META-INF App for data center deployment, you are also entitled to use our software after your licence has expired, but only a read-only version will be available to you, which means, you will not be able to enter any new data into the META-INF App, but you will be able to see your former records. Please note that in case of a data center deployment, the functionality of our META-INF App depends on the functionality of the Atlassian Product, which means that our META-INF App operation may be restricted, if your Atlassian Product's licence expires.

8. MISCELLANEOUS

8.1. Terms

8.1.1. This Agreement is effective from the date when the Terms of Use are entering into force and continues until the termination of the Terms of Use or until the date, when you or we terminate this End User Agreement.

8.1.2. This Agreement shall be terminated as stipulated in the Terms of Use, i.e. if you delete all files which relates to the META-INF App., or if the Terms of Use terminates for any reason.