



## EventReception

A Game Changer For Hotels, Venues,  
Caterers & Event Professionals

EventReception.com

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info@eventreception.com

Thank you for choosing EventReception's software solutions!

Please read carefully the following terms of use and sign this Agreement only after their full acceptance.

### CONTRACT AGREEMENT AND TERMS OF USE

#### DEFINITIONS

**User:** The person or legal entity who concludes the said Agreement with EventReception (hereinafter "ER"), in order to acquire the Software License Use.

*Company Name :*

*Address :*

*VAT\* :*

*Tax Office\* :*

*Phone :*

*E-mail :*

\* where applicable

**Software, Program, Application, Platform** : Synonymous expressions/wording referred to the executable code of EventReception Software, all related documentation and supportive and informative material in any shape or form. EventReception Software Solutions have been developed by ER, which reserves all its relevant rights exclusively (hereinafter, "the Software"). ER reserves the right to amend, improve and upgrade the Software in its sole discretion.

**Financial Agreement**: The separate email or document that details the ER solutions selected by the User, the charge, and type of charge. The Financial Agreement is an integral part of this Agreement and is confirmed by an invoice – where required by law.

**Software License Use**: The Software license use explicitly excludes any interference, amendment, modification or access attempt to the Software's code. The reproduction, copying, amendment or exploitation/use of the Software for any reason other than the one stated in this Agreement, without the prior written consent of the ER, is explicitly forbidden.



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## 1. GENERAL

Under the present Agreement, ER grants the User a limited, revocable, non-transferable, non-exclusive Software license use via the Web (Internet) for the time-duration described in the Financial Agreement.

## 2. ACCOUNT CREATION

**2.1** The Software use requires the creation of a User account (hereinafter, "**the Account**").

**2.2** In particular, the User receives from ER a unique username and password that enables User access to his/her Account. Both the username and the password are unique to the User, exclusive and non-transferable under any circumstances. In this way, the User accesses the Software modules described in the Financial Agreement.

**2.3** The User is solely responsible for any action, conducted through the use of the above username and password, as well as for their proper protection and maintenance. In case of unauthorized access, or if the User suspects any security issues or breaches, s/he is obliged to notify ER immediately.

## 3. COLLECTION, MAINTENANCE OF DATA AND CONFIDENTIALITY

**3.1** ER maintains a strict confidentiality policy with regard to the safety & non-disclosure of the User's sensitive data, received in any shape or form during their co-operation.

**3.2** The User is solely responsible for the protection of the personal data of his/her own customers, accessed by the User via Software. Furthermore, the User is solely responsible for the maintenance and originality of the trademarks, floor plans or any other information uploaded in their Account, either by ER on behalf of the User, or by the User her/himself.

**3.3** In case of termination or cancellation of the present Agreement, ER is not obliged to store the data and User's information. The data may be irrevocably deleted after thirty (30) calendar days following the termination or cancellation date.

**3.4** The User grants ER her/his explicit consent regarding the collection and use of information related to his/her Account, for service provision and the improvement of the Software only.

## 4. LICENSE FEE

The User pays a license fee to ER for granting the Software license use, as per the details in paragraph 5 below. The agreement regarding the amount of the license fee will be confirmed by the Financial Agreement between the User and ER. This document/email constitutes an integral part of the present Agreement. The agreement concerning the license fee may be confirmed by a relevant invoice, when required by law.

## 5. CHARGES & PAYMENTS

**5.1** The User accepts the payment policies and terms of payment of ER resulting from the Software order. Payments are made always in advance and are non-refundable.



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**5.2** ER sends the invoices (when required by law) either in hardcopy or electronically. Payment of the relevant amount is made either by bank deposit to ER's bank account, or by credit card or Paypal through ER's website, [www.EventReception.com](http://www.EventReception.com).

**5.3** The User is obliged to pay the VAT and/or any bank transfer expenses or other charges which are not related to the net amount charged and received by ER.

**5.4** In case there is a payment delay of 30 days or more, the Software license use and the User's Account may be terminated by ER without any further notice.

## 6. DURATION

The present Agreement is valid for the time duration or number of events described in the Financial Agreement. The Agreement is NOT automatically renewed. A new Agreement will need to be signed after the present Agreement expires.

## 7. PRICE PROTECTION CLAUSE

**7.1** ER understands that its SaaS software solutions can be core to its Users' business and therefore does not apply "honeymoon pricing", whereby subsequent contract renewals are requested at unreasonably higher prices. ER price increases for subsequent, typically annual, agreements, cannot exceed the European Union Consumer Price Index (CPI) plus 5%.

**7.2** The Price Protection Clause applies to the package purchased by the User. It does not include optional add-on features that the User has not already purchased or that ER may introduce in the future.

## 8. INTELLECTUAL PROPERTY

**8.1** The Software, including pictures, graphics, photos, texts, designs of all provided services as well as of all archives in general, are owned and are lawfully registered by ER and thus are protected by the current Greek and European copyright legislation. The same applies to the registered trademarks of ER.

**8.2** The reproduction, copying, amendment or exploitation/use of any of the above, is forbidden for any reason whatsoever without the prior written consent of ER.

## 9. CORPORATE LOGOS, DATA & LINKS

The User grants ER the right to include his/her logos and basic contact details (corporate name, address, telephones, email, website), as well as its floorplans to ER's customer list and promotional activities.

## 10. LIMITATION OF LIABILITY

**10.1** ER's liability is limited to the Software code it has developed. ER's liability is not extended to any third-party software that ER's software may be connected to, or makes use of (such as the database where ER's data are stored). Similarly, ER's liability is not extended to the results obtained from the Software use, such as a potential dissatisfaction by a User's customer, failure



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to achieve sales goals etc.

**10.2** Furthermore, ER is not liable for potential hardware or network or operating systems damages and nor for other regional systems of the User (such as printers), the Internet connection etc.

**10.3** In case the User sustains a proven damage due to ER's fault, the liability of ER is exclusively limited to a remuneration payment of no more than the – already paid - Software's license fee as confirmed by the invoice or receipt.

**10.4** ER's liability is not extended to the coverage of any other direct or indirect damage caused to the User in any way whatsoever (as might be considered). Furthermore, ER bears no liability of any kind of damage sustained due to illegal third party actions (e.g data theft), viruses or other computer complications (such as data loss). By accepting this agreement, the User acknowledges and accepts ER's limitation of liability and waives any further remuneration claims.

**10.5** ER is excluded from liability regarding failure to perform the terms of the present Agreement in cases of strikes, social turmoil, web attacks to its servers or any other random incident of Force Majeure.

#### 11. CONNECTION TO THIRD PARTY WEBSITES

ER's Software may provide links to third party websites but bears no responsibility or liability for the content of those websites nor is liable for any potential transfer of information to and from these websites.

#### 12. NOTIFICATIONS AND MESSAGES

**12.1** The User permits ER to send informational material (newsletters or otherwise) to the User's email regarding ER's Software or new applications, services or products, developed by ER, as well as messages regarding scheduled service interruptions due to maintenance etc.

**12.2** The User is obliged to check their email regularly, preferably on a daily basis.

#### 13. WARRANTIES

ER ensures that the Software has the specifications and consists of the modules described in its official website ([www.EventReception.com](http://www.EventReception.com)). Furthermore, ER ensures that the Software does not infringe any third-party intellectual property rights.

#### 14. SERVICE LEVEL AGREEMENT

**14.1** The present Agreement describes the Software's minimum standards of operation. ER will do its utmost to ensure the Software's full working availability condition, at an average monthly minimum of 99%. Given that the Software use is provided through the Web, ER cannot be held liable for any delays, delivery problems or other damages, related to the Internet and/or electronic communication.



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**14.2** Software use may be interrupted for scheduled maintenance or upgrades. ER will limit these to the bare minimum, and will perform all scheduled maintenance operations at hours and days of limited Software use.

## 15. INSTALLATION AND USE

The User is obliged to work at operational environments which are proper and technically accepted by ER, as well as timely notify ER in writing prior to any major modifications.

## 16. MINOR DECLINATIONS

Minor declinations or bugs that do not significantly affect the software operation may occur, especially after updates. In such cases the User must notify ER immediately. Such secondary declinations do not constitute reason for the termination of the present Agreement and cannot raise compensation claims against ER.

## 17. SUPPORT

**17.1** ER's support is included in the license fee. The staff of ER is available daily from 09.00 to 17.00 (UTC +2, +1 hr Daylight Saving time), except for Saturday, Sundays and bank holidays. Emails are responded within 24 hours no matter what.

**17.2** The support services are provided either for restoration of the Software operation to its prior working condition or for clarifications regarding the Software use by:

Email: [info@eventreception.com](mailto:info@eventreception.com)

- Instant messaging-chat via Skype - Tele-con.
- Remote access over Internet

## 18. SOFTWARE UPDATES & NEW VERSIONS

**18.1** Software updates and new versions are included in the license use fee.

**18.2** Optional Addon upgrades are included for free, **only if** the User has purchased them already, as per the package they have chosen, described in the Financial Agreement.

## 19. TERMINATION BY ER

ER reserves the right to terminate the present Agreement in case the User breaches one or more of its terms. In such an event, the termination of the Agreement may take place immediately by a simple notification by ER to the User, while the User cannot claim compensation due to the premature termination of the Agreement.

## 20. MISCELLANEOUS

**20.1** The present Agreement and the Financial Agreement constitute the entire agreement between the User and ER and supersede any prior document or oral agreement. The terms of the present Agreement may be amended only by means of a new written agreement by both



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Parties.

**20.2** The waiver by either party of a breach or a default of any provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provision. If any provision of the present Agreement is held to be invalid or unenforceable, the rest of the Agreement shall remain in force, unaffected by such severance and the said provision shall be severed or replaced by a valid term to the extent required by law.

**21. JURISDICTION – APPLICABLE LAW**

The present Agreement shall be governed by Greek Law. All disputes arising out of or in connection with the said Agreement shall be referred to the exclusive jurisdiction of the courts of Thessaloniki.

**Thank you for reading carefully and accepting the present Agreement & the Terms Of Use of EventReception’s Software Solutions.**

Date: ...../ ...../ .....

On behalf of ER

On behalf of the User