

End-User License Agreement
(Last Revised – 2026.09.14)

This End-User License Agreement, including and embedded links, (the “Agreement”) is a legal agreement between you (including your heirs, assigns, and successors) (collectively, “you,” “your”) and EPOS Group A/S and its affiliates (collectively, “EPOS,” “we,” “our” or “us”) governing your use of EPOS’s web-based services and/or mobile applications and/or software (“EPOS Digital Solution” defined in greater detail below). Please read this Agreement carefully. By clicking the “Get,” “Buy,” “Install,” “Download,” or similar button in the respective online store, such as the Apple App Store, Google Play Store, or Microsoft Store, and/or downloading, and/or using the EPOS Digital Solution, you represent that you have read, understand, and agree to be bound by this Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE EPOS DIGITAL SOLUTION

1. Representation and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age or have the consent of a parent or legal guardian to enter this Agreement; (b) you are eligible to use the EPOS Digital Solution and have the right, power, and ability to enter into and perform under this Agreement on behalf of yourself or your business; (c) you and all transactions initiated by you will comply with all federal, state/provincial, and local laws, rules, and regulations applicable to you and/or your business, including any applicable tax laws and regulations; (d) you will not use the EPOS Digital Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the EPOS Digital Solution; and (e) your use of the EPOS Digital Solution will be in compliance with this Agreement.

2. Definitions

“EPOS Digital Solution” means the Software and Service(s) defined herein, alone or in any combination.

“Software” and “EPOS Software” means all applications and/or software running on personal computing devices, including, but not limited to, mobile devices, tablets, laptops, desktops, or wearable devices, including all built-in components and components provided via the Internet or other means, such as executable files, help files, demonstration files, example files, and other types of files; libraries, databases, samples, and accompanying materials (such as images, photographs, animated images, audio and video components and music), printed materials, and other components of the Software. Such Software includes, but is not limited to, EPOS Connect software on any platform, any EPOS-provided SDKs, and any plugins.

“Products” and “EPOS Products” mean all EPOS Group A/S’ products, including, but not limited to, IMPACT, ADAPT, PC, and EXPAND products.

“Service” and “EPOS Service” mean a web-based service that permits you to, among other things, upload, scan, store, organize, recognize, export, and manage text, images, and data related to you or the EPOS Products. Such Service(s) include, but are not limited to, EPOS Manager, a cloud-based tool for managing and optimizing audio devices

“User Content” means any data, information, or materials uploaded or provided by you (or other persons authorized by you) to use the EPOS Digital Solution.

3. Scope and Use of the EPOS Digital Solution

Subject to the restrictions in this Agreement, EPOS grants you a personal, worldwide, revocable, non-transferable, and non-exclusive license to use the EPOS Digital Solution in connection with EPOS Products. You are permitted to install, use, display, or run the Software or use the Service on your end-device, including but not limited to a tablet, smartphone, and PC, as well as other computer systems for legal purposes. The EPOS Digital Solution is to be used only in connection with EPOS Products. Use of the EPOS Digital Solution with non-EPOS Products constitutes a violation of the terms of this Agreement.

4. User Content

You bear sole responsibility for the accuracy, quality, completeness, legality, reliability, usability, and non-infringement of intellectual property and usage rights of User Content and any other data provided by you to the Service. You shall comply with all applicable local, public, national and international laws, contracts and regulations, and shall bear sole responsibility for the violation thereof, in respect of User Content, including laws, contracts, and regulations regarding copyright, confidentiality of data, international communication, and the transfer and dissemination of information, including, without limitation, technical and personal information. You shall indemnify EPOS and hold it harmless against all claims, legal proceedings, expenses, liabilities, and damages, including attorney’s fees, related to or arising from User Content.

In providing the EPOS Digital Solution, EPOS may be required to process User Content that contains personal data. In this regard, depending on the specific EPOS Service or Software, EPOS may process personal data as an independent Controller or as a Processor on your behalf as Controller.

To the extent you process personal data as Controller when you provide User Content that contains personal data, you represent and warrant that such personal data has been collected in compliance with all applicable laws, including but not limited to

providing individuals with appropriate notices, ensuring an appropriate legal basis for the collection and processing of personal data, and compliance with all cross-border transfer requirements. You are solely responsible for the User Content uploaded or provided to the EPOS Digital Solution.

As far as EPOS processes personal data on your behalf as Processor, please refer to the EPOS Data Processing Agreement available at <https://www.eposaudio.com/globalassets/image-library/enterprise/files/english/epos-manager/epos-data-processing-agreement.pdf>.

For more details on how EPOS processes personal data collected via the Digital Solution, please refer to the EPOS Group A/S Privacy Notice available at <https://www.accobrand.com/privacy-center/global-privacy-notices/>.

5. Conditions of Use and User Conduct

As a condition of use, you agree to the following:

- You may use the EPOS Digital Solution provided you do not violate the terms of this Agreement.
- You bear all risks and responsibilities related to your use of the EPOS Digital Solution.
- You warrant that you have all the necessary rights and consents to transfer or upload User Content to the EPOS Digital Solution and that your doing so does not breach any applicable laws, rights of data subjects, and/or rights of a third party.
- You must not use the EPOS Digital Solution to threaten, stalk, defraud, harass, impersonate, or intimidate any person or business.
- You must not use the EPOS Digital Solution for any unauthorized purpose.
- You must not transmit any bugs or viruses or any code of a destructive nature.
- You shall not post or transmit any statement, material or content that is unlawful, obscene, indecent, libelous, pornographic, seditious, offensive, defamatory, threatening, abusive, liable to incite racial hatred, discriminatory, menacing, threatening, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or for which you have not obtained all necessary licenses and/or approvals or which may cause annoyance or inconvenience.
- You also agree that any postings or transmissions you shall make shall not constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party, enforceable in any part of the world.
- You must not collect or store personal data of others in violation of applicable legislation.

- You must comply with all applicable laws in your jurisdiction (including but not limited to intellectual property laws).
- You must not disrupt the normal operation of the EPOS Digital Solution.
- You must not modify, adapt (including any changes for the purpose of enabling the EPOS Digital Solution to run on your hardware and software), or make any changes to the object code of the EPOS Software other than those provided for by the EPOS Digital Solution.
- You acknowledge that your use of the EPOS Digital Solution may involve the transmission of private information via unsecure means.

We are under no obligation to enforce the Agreement on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Agreement, we reserve the right to investigate and take appropriate action at our sole discretion.

6. EPOS Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, and computer code (collectively, “EPOS Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such EPOS Content, contained on the EPOS Digital Solution and/or EPOS Product(s) are owned, controlled, or licensed by or to EPOS, and is protected by trade dress, copyright, and trademark laws, and various other intellectual property rights. Except as expressly provided in this Agreement or otherwise permitted by law, no EPOS Content may be used, copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed (including by means of a digital audio transmission), encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or any other medium for any purpose, without regard to whether that purpose is commercial or noncommercial in nature, without EPOS’s express prior written consent.

7. Third-Party Services and Links

Through the EPOS Digital Solution, you may be offered and/or given access to services, products, and promotions provided by third parties and not by EPOS (“Third-Party Services”). The inclusion of any EPOS name, logo, or similar mark on or associated with Third-Party Services does not imply approval, endorsement, or recommendation by EPOS.

You agree that you access any such Third-Party Services at your own risk, and that EPOS is not responsible for the performance of these Third-Party Services or the acts or omissions of the entities that provide them. You agree that the use of the Third-Party Services is not governed by this Agreement or EPOS’s Privacy Notice. If you decide to access or use Third-Party Services, you will be responsible for reviewing and

understanding the terms and conditions and privacy policy associated with the Third-Party Services.

8. Suspension and Termination

You may terminate this Agreement at any time by closing your account and discontinuing your use of all parts of the EPOS Digital Solutions.

EPOS may suspend or terminate your account or ability to use the EPOS Digital Solution, in whole or in part, at EPOS's sole discretion, for any or no reason, and without notice or liability of any kind. For example, EPOS may terminate or suspend your account or ability to use the EPOS Digital Solution if you (a) have violated the terms of this Agreement or any other agreement you have with EPOS or EPOS's policies, (b) pose an unacceptable credit or fraud risk to EPOS and/or other users, and/or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct via the EPOS Digital Solution. Any such termination or suspension could prevent you from accessing your account, the EPOS Digital Solution, your User Content, or any other related information.

In the event of any termination, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the EPOS Digital Solution, (c) that the license provided to you under this Agreement shall end, (d) that EPOS reserves the right (but shall have no obligation) to delete all of your information and account data stored on our servers, and (e) that EPOS shall not be liable to you or any third party for termination of access to the EPOS Digital Solution, or for deletion of your information or account data.

EPOS will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of the EPOS Digital Solution.

9. Indemnification

You agree to release, indemnify, defend, and hold harmless EPOS and its members, managers, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and their respective employees, officers, agents, directors, representatives, contractors, licensors, suppliers, and service providers from and against any and all third-party claims asserted against and of them, and all related costs, liabilities, legal fees, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) from any claim or demand made by any third party arising out of or relating to: (a) your access to or use of the EPOS Digital Solution; (b) any actual or alleged breach by you of this Agreement; or (c) any actual or alleged violation by you, or any third party using your account, of the intellectual property, privacy, data protection or other third party rights.

EPOS reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with EPOS in asserting any available defense. You agree not to settle any matter without the prior written consent of EPOS. EPOS will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

10. Disclaimer of Warranties and Conditions

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE EPOS DIGITAL SOLUTION IS PROVIDED AS AVAILABLE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AS IS, WITH ALL FAULTS. YOUR USE OF THE EPOS DIGITAL SOLUTION IS AT YOUR OWN RISK.

EPOS AND ITS PROCESSORS, PROVIDERS, SUPPLIERS, AND LICENSORS, AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES, DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR OTHER TERMS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THAT THE EPOS DIGITAL SOLUTION WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, BE SECURE, OR BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EPOS OR THROUGH THE EPOS DIGITAL SOLUTION WILL CREATE ANY WARRANTY, REPRESENTATION, CONDITION, OR OTHER TERM UNLESS EXPRESSLY SET OUT IN THIS AGREEMENT.

NOTHING IN THIS AGREEMENT EXCLUDES, LIMITS, OR MODIFIES ANY GUARANTEE, WARRANTY, CONDITION, REMEDY, OR OTHER RIGHT WHICH CANNOT LAWFULLY BE EXCLUDED, LIMITED, OR MODIFIED UNDER APPLICABLE LAW. IF YOU ARE A CONSUMER, INCLUDING A CONSUMER IN THE EUROPEAN UNION OR THE UNITED KINGDOM, YOU MAY HAVE MANDATORY LEGAL RIGHTS UNDER THE LAWS OF YOUR COUNTRY OF RESIDENCE, INCLUDING IN RELATION TO CONFORMITY, QUALITY, FUNCTIONALITY, REMEDIES FOR LACK OF CONFORMITY, AND DIGITAL CONTENT OR DIGITAL SERVICES, AND NOTHING IN THIS AGREEMENT AFFECTS THOSE RIGHTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHERE ANY NON-EXCLUDABLE GUARANTEE, WARRANTY, CONDITION, REMEDY, OR OTHER RIGHT APPLIES, EPOS'S LIABILITY IS LIMITED TO THE MINIMUM REMEDY OR REMEDIES REQUIRED BY THAT LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE EPOS DIGITAL SOLUTION, WHERE NO NON-EXCLUDABLE RIGHT OR REMEDY APPLIES, IS TO STOP ACCESSING AND USING THE EPOS DIGITAL SOLUTION AND, IF APPLICABLE, TERMINATE YOUR ACCOUNT.

11. Limitation of Liability and Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EPOS, ITS PROCESSORS, ITS SUPPLIERS, OR ITS LICENSORS, OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THE EPOS DIGITAL SOLUTION OR THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EPOS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY ARISING FROM OR RELATING TO UNAUTHORIZED ACCESS TO OR USE OF THE EPOS DIGITAL SOLUTION, YOUR ACCOUNT, OR ANY DATA, EXCEPT TO THE EXTENT CAUSED BY EPOS'S BREACH OF THIS AGREEMENT OR LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EPOS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE EPOS DIGITAL SOLUTION OR THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF EUR 25 OR THE AMOUNT, IF ANY, PAID BY YOU TO EPOS FOR USE OF THE RELEVANT EPOS DIGITAL SOLUTION IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THIS INCLUDES, WHERE APPLICABLE, LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION, OR INTENTIONAL MISCONDUCT, AND ANY MANDATORY CONSUMER RIGHTS OR REMEDIES THAT CANNOT BE WAIVED OR LIMITED.

IF YOU ARE A CONSUMER IN THE EUROPEAN UNION OR THE UNITED KINGDOM, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY ONLY TO THE EXTENT PERMITTED BY THE MANDATORY LAWS OF YOUR COUNTRY OF RESIDENCE.

12. Dispute Resolution, Jurisdiction and Governing Law

To the extent permitted by applicable law, any dispute, claim, or controversy arising out of or in connection with this Agreement or the EPOS Digital Solution shall be submitted to the competent courts of Denmark, provided that nothing in this Agreement shall prevent a consumer from bringing a claim in the courts of that consumer's country of residence where required by applicable law.

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Denmark, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

If you are a consumer residing in the European Union or the United Kingdom, nothing in this Agreement deprives you of any mandatory protections afforded to you under the laws of your country of residence.

13. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any dispute must commence within one (1) year after the cause of action accrues, or such claim or cause of action is forever barred.

14. Right to Amend

EPOS may, in our sole discretion, change or add to the terms of this Agreement at any time, and change, delete, discontinue, or impose conditions on any feature or aspect of the EPOS Digital Solution. Any use of the EPOS Digital Solution after publication of any such changes shall constitute your acceptance of this Agreement as modified. If you do not agree to any changes, you must stop using the EPOS Digital Solution, and you can terminate your EPOS Service account. It is your obligation to ensure that you read, understand, and agree to the latest version of this Agreement.

15. Force Majeure

In the event EPOS is unable to perform its obligations or current modifications of obligations under the terms of this Agreement because of war, terrorism, earthquake, hurricane, plague, epidemic, pandemic, acts of government, acts of God, National Emergency, or other causes reasonably beyond its control, EPOS shall not be liable for damages to the other for any such failure to perform or otherwise from such causes.

16. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred, delegated, or assigned by you, but may be assigned, transferred or delegated by EPOS without restriction. This Agreement is binding on the parties and their successors and permitted assigns.

17. Severability of Terms

If any portion of this Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement enforced as written. If EPOS does not exercise or enforce any legal right or remedy, including those contained in the Agreement or arising under applicable law, this will not be taken to be a formal waiver of our rights.

18. Apple App Store Additional Terms

If you obtained the Software through the Apple App Store (or if you are using the Software on an Apple-branded product), the following additional terms apply to you and are incorporated into this Agreement. In the event of a conflict between these Apple

App Store Additional Terms and any other provision of this Agreement, these Apple App Store Additional Terms will control solely with respect to your use of the Software obtained through the Apple App Store.

- a. **Acknowledgement.** This Agreement is between you and EPOS only, and not with Apple Inc. ("Apple"). EPOS, not Apple, is solely responsible for the Software and its content.
- b. **Scope of License.** The license granted to you for the Software is limited to a non-transferable license to use the Software on any Apple-branded products that you own or control, and as permitted by the Usage Rules set forth in Apple's Media Services Terms and Conditions, except that such Software may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing, where applicable.
- c. **Maintenance and Support.** EPOS is solely responsible for providing any maintenance and support services for the Software, as specified in this Agreement (if any), or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.
- d. **Warranty.** In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be EPOS's sole responsibility, subject to the terms of this Agreement and applicable law.
- e. **Product Claims.** You acknowledge that EPOS, not Apple, is responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, including but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. Nothing in this Agreement is intended to limit EPOS's liability to you beyond what is permitted by applicable law.
- f. **Intellectual Property Rights.** You acknowledge that, in the event of any third-party claim that the Software or your possession and use of the Software infringes that third party's intellectual property rights, EPOS, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- g. **Legal Compliance.** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. **Developer Contact Information.** If you have any questions, complaints, or claims regarding the Software, please contact EPOS at support@eposaudio.com.
- i. **Third-Party Terms of Agreement.** You must comply with applicable third-party terms of agreement when using the Software (for example, your wireless data service agreement when using a VoIP application).

- j. **Third-Party Beneficiary.** You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement with respect to the Software obtained through the Apple App Store, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you with respect to such Software as a third-party beneficiary thereof.

19. Google Play Additional Terms

If you obtained the Software through Google Play (the "Google Play Store"), the following additional terms apply to you and are incorporated into this Agreement. In the event of a conflict between these Google Play Additional Terms and any other provision of this Agreement, these Google Play Additional Terms will control solely with respect to your use of the Software obtained through the Google Play Store.

- a. **Acknowledgement.** This Agreement is between you and EPOS only, and not with Google LLC or any of its affiliates ("Google"). EPOS, not Google, is solely responsible for the Software and its content.
- b. **Store Terms; Policy Compliance.** Your download and use of the Software through the Google Play Store may also be subject to Google's then-current terms, policies, and guidelines applicable to Google Play. You agree to comply with such terms to the extent they apply to your use of the Google Play Store.
- c. **Payments and Refunds.** Purchases (if any) made through the Google Play Store are processed by Google or its payment processors. Any refunds may be handled in accordance with the Google Play Store's then-current refund policies and applicable law.
- d. **Maintenance and Support.** EPOS is solely responsible for providing any maintenance and support services with respect to the Software, as specified in this Agreement (if any), or as required under applicable law.
- e. **Warranty and Claims.** To the maximum extent permitted by applicable law, Google has no warranty obligation whatsoever with respect to the Software, and EPOS is responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, subject to the terms of this Agreement and applicable law.
- f. **Third-Party Terms.** You must comply with applicable third-party terms of agreement when using the Software (for example, your wireless data service agreement when using features that use voice or data networks).

20. Microsoft Store Additional Terms

If you obtained the Software through the Microsoft Store, the following additional terms apply to you and are incorporated into this Agreement. In the event of a conflict

between these Microsoft Store Additional Terms and any other provision of this Agreement, these Microsoft Store Additional Terms will control solely with respect to your use of the Software obtained through the Microsoft Store.

1. **Acknowledgement.** This Agreement is between you and EPOS only, and not with Microsoft Corporation or any of its affiliates (“Microsoft”). EPOS, not Microsoft, is solely responsible for the Software and its content.
2. **Store Terms; Policy Compliance.** Your download and use of the Software through the Microsoft Store may also be subject to Microsoft’s then-current store terms, policies, and guidelines. You agree to comply with such terms to the extent they apply to your use of the Microsoft Store.
3. **Payments and Refunds.** Purchases (if any) made through the Microsoft Store are processed by Microsoft or its payment processors. Any refunds may be handled in accordance with the Microsoft Store’s then-current refund policies and applicable law.
4. **Maintenance and Support.** EPOS is solely responsible for providing any maintenance and support services with respect to the Software, as specified in this Agreement (if any), or as required under applicable law.
5. **Warranty and Claims.** To the maximum extent permitted by applicable law, Microsoft has no warranty obligation whatsoever with respect to the Software, and EPOS is responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, subject to the terms of this Agreement and applicable law.
6. **Third-Party Terms.** You must comply with applicable third-party terms of agreement when using the Software (for example, your wireless data service agreement when using features that use voice or data networks).

21. Entire Agreement

This Agreement is the whole legal agreement between you and EPOS. It governs your use of the EPOS Digital Solution and completely replaces any prior agreements between you and EPOS regarding the EPOS Digital Solution.