# **Software Store Policy**

This policy outlines the terms and conditions for purchasing and using software products from Candela IoT Inc./The Niagara Marketplace. By purchasing or downloading software from our store, you agree to comply with this policy.

#### 1. Software Purchases and Downloads:

- **Product Information:** We strive to provide accurate and up-to-date information about each software product, including its features, system requirements, and licensing terms. However, we do not guarantee the accuracy of all information.
- **Pricing and Payment:** Prices are displayed in USD and are subject to change without notice. Payment is processed through Stripe. You are responsible for any applicable taxes or fees.
- **Digital Downloads:** Upon successful payment, you will receive a download link and/or license key via email or through your account on our website.
- **Physical Media (if applicable):** If you purchase software on physical media, it will be shipped to the address provided during checkout. Shipping times and costs may vary.
- **Order Confirmation:** You will receive an order confirmation email upon successful purchase.

#### 2. Software Licensing:

- End-User License Agreements (EULAs): All software products are subject to their respective End-User License Agreements (EULAs), which are provided by the software developers. You are responsible for reviewing and agreeing to the EULA before using the software.
- License Types: Software licenses may vary, including single-user, multi-user, and subscription-based licenses. Please refer to the product description and EULA for specific licensing terms.
- License Activation: You may be required to activate your software license using a license key or online activation process.

#### 3. Refunds and Returns:

- **Digital Downloads:** Due to the nature of digital downloads, refunds are generally not provided once the software has been downloaded or the license key has been issued, unless the software is demonstrably defective and we are unable to provide a working solution.
- **Physical Media (if applicable):** Refunds or exchanges for physical media may be granted within [Number] days of purchase if the product is unopened and in its original condition.

- **Defective Software:** If you encounter a defect in the software, please contact our customer support team within 7 days of purchase. We will attempt to resolve the issue or provide a replacement.
- **Refund Process:** If a refund is approved, it will be processed through the original payment method within 7 business days.

## 4. Customer Support:

- **Contact Information:** For customer support inquiries, please contact us via support@geobms.io or 415-236-2010.
- **Support Hours:** Our customer support team is available during 9 am to 5 pm Pacific.
- **Support Scope:** We provide support for issues related to purchasing and downloading software from our store. Technical support for the software itself is provided by the respective software developers.

## 5. User Accounts:

- Account Creation: You may be required to create an account to purchase and download software from our store.
- Account Security: You are responsible for maintaining the confidentiality of your account credentials.
- Account Termination: We reserve the right to terminate or suspend your account for violations of this policy or any other applicable terms.

## 6. Intellectual Property:

- **Copyright:** All software products and content on our website are protected by copyright laws.
- **Trademarks:** All trademarks and logos displayed on our website are the property of their respective owners.

## 7. Limitation of Liability:

- We are not liable for any damages arising from the use or inability to use the software products purchased from our store.
- Our liability is limited to the purchase price of the software product.

## 8. Changes to this Policy:

- We reserve the right to modify this policy at any time. Changes will be posted on our website.
- Your continued use of our store constitutes acceptance of the revised policy.

## 9. Governing Law:

• This policy shall be governed by and construed in accordance with the laws of California, United States of America.

#### 10. Contact Us:

• For any questions or concerns regarding this policy, please contact us at support@geobms.io.