



ACE Software Licence Terms

ACE — Automation & Control Engine



Document version	1.1
Effective from	1 January 2027
Authoritative language	English
Supplier and manufacturer	Veltace s. r. o.
Registered office	Karpatské námestie 10A, 831 06 Bratislava, Slovak Republic
Published at	https://ace-software.net/terms

These Terms govern the ACE software licence, ACE Environments and Editions, subscriptions and billing, consumer withdrawal and refunds, updates and security, safety and restricted applications, and the position of independent distributors and installers.

Consumers: clauses 13, 15, 30, 32 and 33 set out rights that cannot be reduced by contract. Everyone: clause 20 sets out safety limits that must be read before ACE is designed into any system.

Contents

1. Who we are and how to reach us	4
2. What these Terms cover and how they are accepted	4
3. Definitions	5
4. Ordering, contract formation and supply	6
5. Licence	7
6. Environments, Editions and capacity	7
7. Ownership and intellectual property	8
8. Restrictions	8
9. Acceptable and lawful use	9
10. Prices, billing, renewal and payment	10
11. Upgrades and downgrades	10
12. Cancellation, expiry and grace period	11
13. Right of withdrawal for Consumers in the EU and EEA	11
14. Voluntary refunds and billing corrections	13
15. Your statutory rights if something is wrong (Consumers)	14
16. Warranties and Business Customers	14
17. Updates and versions	15
18. Security Updates and the security support period	15
19. Cyber Resilience Act and conformity statements	15
20. Intended purpose, safety and restricted applications	16
21. Your automation, your hardware, your records	17
22. Support	17
23. Security, vulnerabilities and incidents	18
24. Local-first operation and data	18
25. Availability of Veltace-operated services	19
26. Customer Content on termination	19
27. Distributors and Installers	20
The relationship	20
Commercial model	20
Installation and safety	20
Access to customer systems	21
How you describe ACE	21
28. Suspension and termination	22

29. Liability	23
30. Consumer rights that cannot be reduced	24
31. Customers in the United States	24
32. Governing law and jurisdiction	25
33. Complaints and alternative dispute resolution	25
34. Changes to these Terms and to prices	26
35. Notices and communications	26
36. Documents that form the agreement, and which prevails	27
37. General	28
Annex A — Model withdrawal form	29
Annex B — Standard information on the right of withdrawal	30

These Terms replace all previous versions of the ACE Software Licence Terms in respect of contracts concluded on or after the effective date shown above. Contracts concluded before that date continue to be governed by the version in force when they were concluded, except where a change is applied under clause 34 (Changes to these Terms).

1. Who we are and how to reach us

1.1 The ACE software and the ACE subscription service are supplied by:

Company	Veltace s. r. o. (" Veltace ", " we ", " us ", " our ")
Registered office	Karpatské námestie 7770/10A, 831 06 Bratislava, Slovak Republic
Company ID (IČO)	57 828 725

<!--| **Tax ID (DIČ)** | <PLACEHOLDER_COMPANY_DIC> |--> | **Commercial register** | Registered in the Commercial Register of Mestský súd Bratislava III, Section: Sro, File No.: 203257/B | | **Product website** | <https://ace-software.net> | | **Company website** | <https://veltace.com> |

1.2 Contact points:

Purpose	Channel
Support, complaints, statutory claims and general contract enquiries	https://support.ace-software.net
Voluntary refund requests and billing corrections	https://ace-software.net/refund (Customer Portal sign-in required)
Statutory consumer withdrawal (EU/EEA)	https://ace-software.net/withdrawal
Security vulnerability reports	security@ace-software.net
Privacy and data-protection requests	privacy@ace-software.net
Distributor and installer enquiries	distributor@ace-software.net
Commercial and business enquiries	business@ace-software.net
Legal notices and enquiries	legal@veltace.com

1.3 Veltace is the manufacturer of ACE for the purposes of Union product legislation, the supplier of the Software licence, and the trader with whom you conclude the Subscription contract. Payments are processed by Stripe; Stripe is not a party to your contract with us.

2. What these Terms cover and how they are accepted

2.1 These Terms govern:

- (a) the licence to install and use the ACE Software;
- (b) the purchase and operation of ACE Environments and Editions under a Subscription;
- (c) the use of the ACE website, Customer Portal, licence service and update service; and
- (d) the position of Distributors and Installers who promote, install, configure, integrate or support ACE for others.

2.2 **How you accept these Terms.** Before the pricing options are made available at checkout you must actively confirm three separate statements, one of which is that you have read and accept these Terms. None of those boxes is pre-ticked, and the payment step is not made available until all three are actively selected. Your selections, the exact wording you were

shown, the language you chose and the time of acceptance are recorded, and are repeated back to you in the order confirmation we send by email.

2.3 If you do not accept these Terms, do not complete the purchase, do not activate a Licence Key and do not use the Software.

2.4 **Distributors and Installers.** Clause 27 applies to anyone who promotes, distributes, installs, configures, integrates, maintains or supports ACE for another person, whether or not they are also a Customer. A Distributor accepts clause 27 by carrying on that activity. Where a Distributor is also a Customer, the whole of these Terms applies to that Distributor in its capacity as a Customer.

2.5 **Persons under 18.** ACE is not offered to persons under 18. If you are between 16 and 18 you may use ACE only under the account and supervision of a parent, guardian or employer who accepts these Terms.

3. Definitions

In these Terms:

ACE means the ACE — Automation & Control Engine product supplied by Veltace, comprising the Software and the associated Veltace-operated licence and update services.

Billing Period means the recurring period for which the Subscription is paid — one month or one year, as selected at checkout.

Business Customer means a Customer who is not a Consumer, including a natural person acting for purposes relating to their trade, business, craft or profession.

Connected Hardware means any controller, microcontroller, board, relay, contactor, sensor, actuator, serial device, GPIO interface, power supply, enclosure, protective device, computer, network component or other equipment that you or a third party select, supply, connect, wire, install or operate with ACE. Connected Hardware is not supplied by Veltace under these Terms.

Consumer means a natural person who acts for purposes which are wholly or mainly outside that person's trade, business, craft or profession.

Customer means the person who concludes a Subscription contract with Veltace, whether a Consumer or a Business Customer. "**You**" means the Customer, and in clause 27 also the Distributor.

Customer Content means everything you create, configure, supply or store in or through ACE, including automation logic, commands, node graphs, scripts, expressions, device, sensor, controller, relay, timer, variable and webhook definitions, user accounts, permission groups, databases, messages, log files, recorded values and any other data held in your ACE installation.

Customer Portal means the account area at <https://ace-software.net/login>, including the billing portal reached from it, through which you manage your account, Subscriptions and payment details.

Distributor means any person who promotes, distributes, installs, configures, integrates, commissions, maintains or supports ACE for another person, in each case in their own name and on their own account. "**Installer**" has the same meaning and the two words are used interchangeably in these Terms.

Edition means the commercial tier of an Environment — currently Minimal, Basic, Standard or Advanced — which determines the functionality, the maximum number of user accounts and the maximum number of concurrent connections available in that Environment. The current Editions and their capacities are published at <https://ace-software.net/editions>.

Environment means a single licensed runtime and commercial unit of ACE, identified by a name you choose at checkout and enabled by a Licence Key. An Environment is the unit that is purchased, renewed, upgraded, downgraded and cancelled. An Environment is **not** the Software itself, and buying an Environment does not transfer any part of the Software to you.

Licence means the right to use the Software granted under clause 5 for the Environment and Edition you have purchased and for the period for which that Environment is valid.

Licence Key means the credential issued to you for an Environment which enables that Environment on your ACE Server.

Security Update means an Update provided to correct or mitigate a cybersecurity vulnerability.

Software means the ACE software supplied by Veltace, in object-code form, including the ACE Server and Engine, the Client applications, the graphical and command-line interfaces, the Installer, the Launcher, the embedded components and board firmware supplied as part of ACE, and any accompanying documentation, in each case including all Updates supplied to you. The Software does not include third-party components licensed to you under their own separate licence terms, and does not include Customer Content.

Subscription means the recurring contract under which an Environment is supplied and paid for.

Support means the optional technical and product assistance described in clause 22. Support is distinct from our statutory obligations, which are not discretionary.

Update means any correction, patch, improvement, new version or replacement of the Software made available by Veltace.

4. Ordering, contract formation and supply

4.1 How an order is placed. You select the Edition and Billing Period on the ACE website or in the Customer Portal, confirm the three checkout statements described in clause 2.2, and complete payment through Stripe Checkout. Before you commit to pay, Stripe displays the price, the currency, the billing interval and the fact that the Subscription renews automatically.

4.2 When the contract is concluded. The contract between you and Veltace is concluded when your payment is confirmed as successful and we accept your order by creating your Environment and Licence. We do not accept orders that are not paid.

4.3 When supply begins. Supply of the digital content and digital services under your Subscription begins immediately on acceptance of your order, when the Environment is created and the Licence Key is issued. The Licence period runs from that moment. **Supply does not begin when you install ACE, and it does not begin when you activate the Licence Key.** Delaying installation or activation does not postpone, extend or restart the Licence period.

4.4 Delivery. Immediately after your Environment is created we send you, by email, the information you need to use it: your ACE Customer ID, your Environment name and Edition, your Licence Key, your Customer Portal login details and recovery key where these are created for you, the renewal date, and confirmation of the statements you accepted at checkout together with the times at which you accepted them. That email is the confirmation of your contract on a durable medium. Keep it.

4.5 Installing the Software. The ACE Installer is downloaded directly from <https://ace-software.net/download>. No Customer Portal sign-in is required to download it. You then activate your Environment inside ACE using the Licence Key, Environment name and Edition from your confirmation email.

4.6 Activation. Entering a Licence Key activates its Environment on your installation, confirms your Edition and its capacity limits, and records the activation date. Activation neither starts nor extends the Licence period. **A Licence Key that has expired cannot be used to activate an Environment.** That is a limit on the key, not on the Environment: when a Subscription renews, a current Licence Key is issued and the Environment continues, or can be activated again, on that key.

4.7 If your confirmation email does not arrive. Contact <https://support.ace-software.net>. Your entitlement does not depend on the email reaching you; it depends on your Environment having been created.

4.8 Errors before ordering. Stripe Checkout allows you to review and correct your order details, including the Edition, the Billing Period and your billing information, before you commit to pay. If an obvious pricing or description error occurs, we will contact you and you may confirm the order at the correct price or cancel it at no cost.

5. Licence

5.1 Subject to your compliance with these Terms and to payment of the applicable fees, Veltace grants you a non-exclusive, non-sublicensable, revocable, worldwide licence, for as long as you hold at least one valid Environment, to:

- (a) download, install and run the Software on computing infrastructure you own or control, in the number of instances necessary to operate the Environments you have purchased;
- (b) use the Software to create, run and manage your own automation within each Environment you have purchased, up to the user and connection capacities of that Environment's Edition; and
- (c) make copies of the Software strictly as necessary for installation, operation, back-up and disaster recovery.

5.2 The Licence covers use for your own purposes, including your internal business purposes. A Business Customer may allow its employees, contractors and other personnel to use ACE within the capacity limits of its Edition, and remains responsible for their compliance with these Terms.

5.3 **Providing services to others.** You may use ACE to operate and manage automation that you provide to your own customers, and a Distributor may use ACE in the course of the services described in clause 27. You may not, however, resell, rent, lease, sublicense or provide the Software itself to a third party as a hosted or multi-tenant service in which the third party uses your Environment in place of buying their own, unless we have agreed that in writing.

5.4 The Licence is granted to you and is not transferable, except that a Business Customer may transfer its Subscription to a successor entity on a merger, reorganisation or sale of the business to which the Subscription relates, on written notice to us. A Consumer may ask us to transfer a Subscription and we will not refuse unreasonably.

5.5 The Licence begins as described in clause 4.3 and ends when the Environment ceases to be valid under clause 12, clause 14 or clause 28.

6. Environments, Editions and capacity

6.1 One Subscription corresponds to one Environment. If you need more Environments, you buy additional Subscriptions through the Customer Portal.

6.2 Each Environment carries the Edition you purchased. The Edition determines the functionality available, the maximum number of user accounts and the maximum number of concurrent connections. Current Edition capacities are published at <https://ace-software.net/editions> and formed part of the information shown to you before you ordered.

6.3 Capacity limits are enforced technically. If the number of user accounts in an Environment exceeds the maximum for its Edition, that Environment will not activate until the number is brought within the limit or the Edition is upgraded.

6.4 We may add functionality to an Edition. We will not remove or materially reduce functionality from an Edition you are paying for during a Billing Period you have already paid for, except where the change is required by law, is necessary for security, or is necessary to keep the Software in conformity. Where a change materially and adversely affects your use of ACE, clauses 34.4 and 34.5 apply.

6.5 **What ACE needs in order to run.** ACE is licensed software and includes technical measures that protect the licence. In practice this means:

- (a) each Environment is enabled by a Licence Key, which you enter once to activate it;
- (b) you need an internet connection to activate an Environment, to receive a current Licence Key when your Subscription renews, and to download Updates;
- (c) an Environment operates for the licence period it has been issued for, and ACE lets you know in advance when that period is coming to an end; and

(d) your automation itself runs on your own infrastructure and does not need a permanent connection to us.

6.6 What ACE runs on. The operating systems and architectures ACE supports, and the capacity and functionality of each Edition, are published at <https://ace-software.net/editions>. Check them before you buy. If ACE will not run in your environment and we cannot resolve it, clause 15 sets out your rights.

7. Ownership and intellectual property

7.1 ACE remains ours. The Software, its source code, object code, structure, design, interfaces, documentation, trade marks, names and logos, and all copyright, database rights, trade secrets and other intellectual property in ACE, belong to Veltace. The third-party and open-source components incorporated in ACE remain the property of their respective rightsholders and are licensed to you under clause 7.5. These Terms grant you a licence to use ACE. They do not sell, assign or transfer ACE or any part of it to you.

7.2 Buying an Environment is not buying the Software. Purchasing, renewing or upgrading an Environment gives you a commercial right to use the Software for that Environment. It gives you no right to the source code, no right to the binaries beyond the Licence, and no ownership interest in ACE.

7.3 Your content remains yours. You own your Customer Content. Nothing in these Terms transfers ownership of your automation logic, scripts, node graphs, configurations, databases, records, logs or other Customer Content to Veltace, and we acquire no rights in it merely because it was created in, or runs on, ACE. Your rights in Customer Content are subject to any third-party rights that apply to material you have incorporated into it.

7.4 We do not receive your Customer Content automatically. ACE does not transmit your Customer Content to Veltace. See clause 26.

7.5 Third-party components. ACE incorporates third-party and open-source components which are licensed to you under their own terms. Where a third-party licence grants you rights that are broader than, or conflict with, these Terms, that third-party licence prevails for that component. Nothing in these Terms purports to restrict a right granted to you by a third-party licence, and nothing in these Terms makes Veltace the licensor of a third-party component.

7.6 Feedback. If you send us suggestions or feedback about ACE, we may use them without restriction and without obligation to you. This does not give us any right in your Customer Content.

8. Restrictions

8.1 To the maximum extent permitted by applicable law, and subject always to clause 8.2, you must not, and must not permit or assist any other person to:

- (a) reverse engineer, decompile, disassemble, translate or otherwise attempt to derive the source code, underlying structure, algorithms, protocols, internal interfaces or other protected implementation details of the Software from its object code;
- (b) modify, adapt, patch, translate or create derivative works of the Software, or alter, repackage or tamper with the Software binaries, the Installer, the Launcher or any Update;
- (c) circumvent, disable, remove, bypass, defeat, emulate, spoof, interfere with or attempt to interfere with any licensing, activation, validation, integrity, anti-tampering, capacity-enforcement or other technical protection measure in the Software or in the Veltace-operated services;
- (d) generate, forge, alter, tamper with, share, publish, sell, lend or otherwise make available a Licence Key, recovery key, account credential or activation credential to any person who is not authorised to use your Environment;
- (e) use an Environment, Licence Key or Edition beyond the capacity or scope you have paid for, or operate more Environments than you have purchased;

- (f) copy or distribute the Software except as clause 5.1(c) allows, or make the Software available to the public;
- (g) create, use, distribute, advertise, host or make available any crack, keygen, patch, loader, emulator, licence server substitute or other tool or instruction intended to enable unlicensed use of ACE or to defeat a technical protection measure;
- (h) remove, obscure or alter any copyright, trade mark, licence, warning, safety or attribution notice in the Software, the documentation or the user interface;
- (i) use the Software, or information obtained from it, to develop, market or assist a product or service that competes with ACE, or to copy its features, interfaces or design, except to the extent that applicable law expressly permits this and does not allow it to be excluded by contract; or
- (j) attack, overload, probe without authorisation, or attempt to gain unauthorised access to the Veltace-operated licence service, update service, website, Customer Portal or support systems, or to another customer's Environment.

8.2 Rights that the law reserves to you. Clause 8.1 does not restrict, and must not be read as restricting, any act which applicable law expressly permits and does not allow to be excluded by contract. In particular, where Directive 2009/24/EC on the legal protection of computer programs, or the corresponding provisions of Slovak or other applicable national law, applies:

- (a) you may make a back-up copy where that is necessary for your use of the Software;
- (b) you may observe, study or test the functioning of the Software in order to determine the ideas and principles underlying any of its elements, while performing acts of loading, displaying, running, transmitting or storing which you are entitled to perform;
- (c) you may decompile the Software to the extent, and on the conditions, that the law permits in order to obtain the information necessary to achieve the interoperability of an independently created program with ACE; and
- (d) you may perform the acts that the law permits in order to correct errors that prevent the Software from functioning in accordance with its intended purpose, to the extent that the law does not allow that entitlement to be excluded. Where the law allows us to agree how that is done, please report the error to <https://support.ace-software.net> first and give us a reasonable time to correct it, since a correction from us is normally faster and safer than one you make yourself.

8.3 Interoperability information on request. The statutory interoperability exception in clause 8.2(c) applies only where the information you need is not already readily available to you. ACE publishes documented integration interfaces, and we will supply further interoperability information on request: ask at business@ace-software.net and we will respond within a reasonable time. This is an offer, not a condition — it does not restrict clause 8.2(c), and nothing in these Terms makes a request to us a precondition of a right the law gives you. The law itself limits how information obtained by decompilation may be used: only for interoperability, not disclosed to others except where necessary for that purpose, and not used to develop, produce or market a substantially similar program or for any act infringing copyright.

8.4 Security research. Clause 8.1 does not prohibit good-faith security research carried out on your own installation, on systems you are authorised to test, and in accordance with our disclosure process in clause 23. Do not test the Veltace-operated services without our prior written permission.

8.5 Breach of clause 8.1(c), (d) or (g) is a material breach. Clause 28 sets out what we may do.

9. Acceptable and lawful use

9.1 You are responsible for the lawfulness of what you do with ACE. You must not use ACE:

- (a) to commit or facilitate a criminal offence, or to infringe another person's rights;
- (b) to access, monitor, control or interfere with any system, network, device or data without the authority of the person entitled to give it;
- (c) to distribute malware, or to conduct denial-of-service, intrusion, credential-stuffing or similar attacks;

(d) to carry out monitoring or surveillance of workers, tenants, guests, pupils or any other individuals except in compliance with the data-protection, employment, workplace-consultation, communications-privacy and other laws that apply to you — ACE includes capabilities such as remote command execution, process control, file monitoring, presence detection, RFID reading and sensor logging, and it is your responsibility to establish a lawful basis, carry out any required assessment, and give any required notice before deploying them;

(e) in breach of applicable sanctions or export-control law, or for the benefit of a person or destination subject to such restrictions; or

(f) in a restricted application described in clause 20 without the independent safeguards required by that clause.

9.2 You are responsible for the security of your own deployment, including host and network hardening, exposure to untrusted networks, account lifecycle, least-privilege configuration, credential protection, monitoring and recovery. Clause 23 sets out the shared cybersecurity responsibilities in more detail.

9.3 You must keep your Customer Portal credentials, Licence Keys and recovery keys confidential and tell us promptly at security@ace-software.net if you believe they have been compromised.

10. Prices, billing, renewal and payment

10.1 **Prices.** Current prices for every Edition are published at <https://ace-software.net/editions> and are quoted in euro (EUR). The price that applies to your order is the one published there at the time you order, and it is shown to you again at checkout before you commit to pay.

10.2 **Total price.** The total amount payable, including any tax that applies to your order, is shown before you commit to pay and appears on your invoice.

10.3 **Payment.** Payment is taken by Stripe. Veltace does not receive or store your full card number or other payment-instrument data. You must use a payment method you are authorised to use, and you authorise Stripe to charge that method for each Billing Period until the Subscription ends.

10.4 **Automatic renewal.** **Your Subscription renews automatically at the end of each Billing Period, for a further Billing Period of the same length, at the price then applicable, and your payment method is charged automatically, until you cancel it. There is no minimum term and no commitment beyond the Billing Period you are in.** You can cancel at any time under clause 12, and you are never charged a cancellation fee.

10.5 **Invoices.** An invoice or receipt is issued for each payment and is available through the Customer Portal.

10.6 **Failed payment.** If a renewal payment fails, Stripe may retry it in accordance with its configured retry schedule. Your Environment continues to operate during the short additional period described in clause 12.4. If payment is not completed by the end of that period, the Environment expires.

10.7 **Price changes.** We may change prices for future Billing Periods. Clause 34.8 sets out the notice you receive and your right to cancel before a price increase takes effect. A price change never applies to a Billing Period you have already paid for.

11. Upgrades and downgrades

11.1 **Upgrades take effect immediately.** If you move an Environment to a higher Edition, the change takes effect as soon as the upgrade payment succeeds. Stripe calculates a prorated charge for the remainder of the current Billing Period, your Environment is updated to the new Edition, and a replacement Licence Key is issued where one is needed. Your renewal date does not change.

11.2 **Downgrades take effect at the end of the paid period.** If you move an Environment to a lower Edition, you keep the Edition you have paid for until the end of the current Billing Period, and the lower Edition applies from the start of the next

Billing Period. Downgrades are not prorated and no partial refund arises from a downgrade, because you retain the full benefit of what you paid for until it expires.

11.3 Before a downgrade takes effect, make sure your Environment is within the capacity limits of the lower Edition and that you no longer depend on functionality that the lower Edition does not include. An Environment that exceeds the user limit of its Edition will not activate.

11.4 **Changing the Billing Period.** Moving an Environment from monthly to yearly billing takes effect immediately; Stripe calculates the amount due for the change, and a replacement Licence Key is issued where one is needed. Moving from yearly to monthly takes effect at the end of the yearly period you have already paid for: you keep the Environment for the whole of that period and the monthly cycle starts afterwards. No refund arises from moving from yearly to monthly, because the period you paid for runs to its end.

11.5 Upgrades, downgrades and Billing Period changes are made in the Customer Portal, which opens a secure billing page where your Subscriptions are managed.

12. Cancellation, expiry and grace period

12.1 **Cancelling.** You may cancel a Subscription at any time, without giving a reason and without a cancellation fee, in the Customer Portal, on the same secure billing page used for upgrades, downgrades and Billing Period changes. Cancellation stops future renewals.

12.2 **What cancellation does not do.** Cancelling does not, by itself, end your current Licence, delete your Environment or entitle you to a refund of the Billing Period you have already paid for. Cancellation is a different thing from statutory withdrawal (clause 13), from a voluntary refund (clause 14) and from a statutory claim about a defect (clause 15).

12.3 **What you keep.** After you cancel, your Environment continues to work for the remainder of the Billing Period you have already paid for.

12.4 **Renewal grace period.** After the end of a paid Billing Period, an Environment remains valid for a further renewal grace period of four days. This exists so that a renewal payment that is delayed, retried or completed slightly late does not interrupt live automation, and so that automatic re-activation can complete. Do not treat the grace period as additional paid entitlement, and do not design automation on the assumption that it will be available.

12.5 **Expiry.** When the paid period and the grace period have both ended without a successful renewal, the Environment expires and ACE stops operating it. The Software remains installed and your Customer Content remains on your own systems.

12.6 **Starting again.** If your Environment has expired, you can subscribe again at any time through the Customer Portal or the website. Resuming or renewing the same Subscription restores the same Environment: a current Licence Key is issued, sent to you by email, and the Environment continues with your existing settings under the new Billing Period. Taking out a genuinely new Subscription instead creates a new Environment with a new Licence.

12.7 **Effect on your own systems.** Expiry of an Environment stops ACE operating that Environment. It does not delete your Customer Content, and it does not by itself place any Connected Hardware in a safe state. Clause 20.6 explains why you must engineer the behaviour of your outputs independently of ACE.

13. Right of withdrawal for Consumers in the EU and EEA

This clause applies if you are a Consumer in the European Union or the European Economic Area. It does not reduce any right you have under clause 15 or clause 16.

13.1 **The right.** As a Consumer concluding a distance contract you have, in principle, 14 days in which to withdraw from the contract without giving a reason. The period runs from the day the contract is concluded. Certain statutory exceptions

apply, and one of them is relevant to ACE.

13.2 The exception for digital content supplied immediately. The law provides that the no-reason right of withdrawal does not apply to the supply of digital content which is not supplied on a tangible medium, where supply has begun and, in a contract you pay for, all of the following are satisfied:

- (a) you gave prior express consent for supply to begin during the withdrawal period;
- (b) you acknowledged that you would thereby lose your right of withdrawal; and
- (c) we provided you with confirmation of the contract, including confirmation of that consent and acknowledgement, on a durable medium.

13.3 How that applies to ACE. At checkout you were asked to confirm, actively and separately, that you expressly consented to supply of the ACE digital content and activation of the Licence beginning immediately after the contract is concluded and before the 14-day period expires, and that you acknowledged that you would thereby lose the 14-day right to withdraw without giving a reason. Supply then began when your Environment and Licence were created, and we sent you the confirmation described in clause 4.4, which repeats the exact statements you accepted and the times you accepted them. Where those conditions are met and the contract is one for the supply of digital content, the no-reason right of withdrawal ends when supply begins.

13.4 We do not treat this as automatic. Whether a particular subscription is legally characterised as digital content or as a digital service, and whether the statutory conditions were met in an individual case, depends on the facts and on the developing case law of the Court of Justice of the European Union. **We therefore do not apply a blanket rule that every Consumer loses the right of withdrawal simply by buying ACE.** Every assertion of the right is assessed individually on its own facts. If the exception does not apply to your contract, your right of withdrawal is unaffected by anything in these Terms.

13.5 Where the right does apply and you exercise it after asking us to begin. If your contract is one to which the exception does not apply, and you asked us to begin supply during the withdrawal period, you may be required to pay an amount proportionate to what was supplied to you up to the point you withdrew, calculated by reference to the total contract price. We will tell you the amount before it is deducted.

13.6 How to withdraw. Use the dedicated withdrawal function at <https://ace-software.net/withdrawal>. It is available throughout any applicable withdrawal period. You may also use any other clear statement of your decision, including the model form in Annex A, sent through <https://support.ace-software.net>. To meet the deadline it is enough that you send your statement before the 14-day period expires.

13.7 What happens after you submit. We acknowledge receipt without undue delay by email, on a durable medium, recording your case reference, the date and time your statement was received, and the declaration you made. **Acknowledging receipt is not a decision.** Submitting the form asserts the right; it does not by itself establish that the right exists. We then assess your case and tell you the outcome by email. If we do not accept a withdrawal assertion, we tell you why, and that decision does not prevent you from cancelling future renewal, asking us to consider a voluntary refund, or bringing a statutory claim under clause 15.

13.8 If your withdrawal is effective. We reimburse all payments received from you for the withdrawn contract, less any proportionate amount due under clause 13.5, without undue delay and in any event within 14 days of the day we are informed of your decision. We refund using the same means of payment you used, and you incur no fee for the refund. Your bank or card issuer may need further time to show the money in your account. Where withdrawal ends your entitlement, your Environment and Licence cease to be valid.

13.9 After withdrawal. You must stop using the Software and remove the ACE installation relating to the withdrawn contract. Clause 28.8 applies: you are not required to destroy your own Customer Content.

13.10 What withdrawal is not. Withdrawal is not the same as cancelling future renewal (clause 12), a voluntary refund (clause 14), a complaint about a defect (clause 15) or the correction of a billing error (clause 14.5). Please use the right route so that your request is handled correctly.

14. Voluntary refunds and billing corrections

14.1 What this clause is. Outside your statutory rights, we may agree to refund a payment even though we are not obliged to. A voluntary refund is a discretionary commercial decision. It is not a statutory withdrawal, and it is not a statutory remedy.

14.2 How to ask. Sign in to the Customer Portal and submit the dedicated refund request at <https://ace-software.net/refund>. Select the specific Environment and paid Invoice you want us to review and give the reason for your request. The authenticated form is used so that we can reliably associate a voluntary refund request with your ACE account and the payment you selected. Submitting the form does not itself issue a refund, cancel your Subscription or invalidate a Licence. We consider each request individually and every refund is authorised manually. If you cannot sign in, contact <https://support.ace-software.net> for account-access help; this does not limit any statutory right or the separate routes in clauses 13 and 15.

14.3 We do not impose artificial conditions. We will not refuse a request for which there is a statutory entitlement on the ground that the Licence has been activated, that ACE has been used, or that you cannot prove the Software is no longer in use. Activation is not the legal test for anything in these Terms.

14.4 Nothing here reduces your rights. This clause does not limit clause 13, clause 15 or clause 16, and we do not use the discretionary nature of voluntary refunds to avoid an obligation we actually have.

14.5 Billing errors. If you were charged twice for the same Environment and Billing Period, or charged an amount that does not correspond to your Subscription, submit the affected Environment and paid Invoice through <https://ace-software.net/refund> and select the applicable billing reason. We will investigate and correct the error. If you cannot access the Customer Portal, contact <https://support.ace-software.net>. Correcting a billing error is not a discretionary refund and does not end your Subscription.

14.6 What a refund does to your Environment.

Situation	Effect on your Subscription and Environment
Part of a payment is refunded	Subscription and Licence continue unchanged
A payment is refunded in full without terminating the contract, or a duplicate charge is corrected	Subscription and Licence continue unchanged
A refund is still pending, requires further action, or has failed	Subscription and Licence continue unchanged until the refund actually succeeds
A refund relates to an earlier Billing Period rather than the current one	Current entitlement unchanged
A refund is made in full and is intended to end the contract — including an accepted statutory withdrawal	Once the refund succeeds, the Subscription is cancelled and the Environment ceases to be valid

14.7 Timing and honesty about outcomes. Requesting a refund does not immediately switch off your Environment, and we do not treat a refund as made until it has actually succeeded at the payment level. We refund to the original payment method. We cannot control, and do not promise, how quickly your bank or card issuer will display it.

14.8 Failed checkout consent. If a payment is taken but the required checkout confirmations cannot be validated, no Environment or Licence is issued, the new Subscription is cancelled, and the payment is returned to you without you having to ask. We tell you by email when this happens.

15. Your statutory rights if something is wrong (Consumers)

15.1 We must supply ACE and keep it in conformity. As a Consumer you have statutory rights in respect of the digital content and digital services we supply. These include the right to have ACE supplied as agreed, the right to have it conform to the contract — in description, quantity, quality, functionality, compatibility, interoperability, and the other characteristics you can reasonably expect — and the right to receive the updates, including Security Updates, necessary to keep it in conformity for the period during which it is supplied.

15.2 If we fail to supply. If we fail to supply ACE and do not do so without undue delay after you ask us to, you may terminate the contract and receive a refund of what you have paid for what was not supplied.

15.3 If ACE does not conform. You may require us to bring ACE into conformity, free of charge and within a reasonable time. If that is impossible or disproportionate, if we fail to do it, or if the lack of conformity persists or is serious, you may claim a proportionate reduction in price or, where the lack of conformity is not minor, terminate the contract and receive a corresponding refund.

15.4 Time limits. Because ACE is supplied continuously over the period of your Subscription, we are responsible for a lack of conformity that occurs or becomes apparent during that period. Where national law provides a longer or additional period, that period applies. Nothing in these Terms shortens a statutory period.

15.5 These are obligations, not favours. Where the law requires us to provide a remedy, we provide it. We do not describe statutory remedies as discretionary support, and clause 22.4 makes that explicit.

15.6 How to complain. Send complaints to <https://support.ace-software.net>. Tell us what is wrong, when it started, your Environment name and your ACE Customer ID. We will acknowledge your complaint, investigate it and tell you the outcome and, where a remedy is due, how and when it will be provided. Clause 33 explains what happens if you are not satisfied.

16. Warranties and Business Customers

16.1 To Consumers. We warrant that ACE will conform to the contract as described in clause 15. Nothing in this clause 16 limits a Consumer's statutory rights, and clause 30 applies.

16.2 To Business Customers. We will supply the Software so that it performs substantially in accordance with its published documentation, in the operating environments identified as supported, for as long as your Subscription is in effect. If it does not, tell us through <https://support.ace-software.net> and we will correct the non-conformity or provide a workaround within a reasonable time. Any different or additional warranty, service level or remedy applies only if we have agreed it with you in writing.

16.3 Limits. Clause 16.2 does not apply where the problem arises from Customer Content, from your configuration or automation logic, from Connected Hardware, from third-party software, networks, operating systems or services, from modification of the Software, from use outside the intended purpose in clause 20, from failure to apply an Update we have made available, or from use of a version outside the support period.

16.4 Other than as set out in these Terms, and subject always to clauses 15, 16.1 and 30, ACE is provided to Business Customers without further warranties, and Veltace does not warrant to a Business Customer that ACE will be uninterrupted or error-free, that it will meet a particular requirement, or that it is fit for a particular purpose not stated in the documentation. This clause 16.4 does not apply to Consumers.

16.5 We do not warrant, and do not represent, that ACE is certified for, or suitable as, any safety function. See clause 20.

17. Updates and versions

17.1 **We make Updates available** through the official ACE update channel. Updates are authenticated and integrity-checked, and ACE rejects an update that fails verification.

17.2 **You install them.** ACE deliberately does not install Server updates automatically. Updates are made available to the ACE Server administrator, who starts the installation with an explicit action. This exists so that replacing a running executable cannot interrupt live physical automation at an unpredictable moment. It is a safety and availability boundary, not permission to run outdated software.

17.3 **What we do.** We provide a timely, authentic and tested Update, together with information about its severity, the versions affected, the prerequisites, the expected downtime, and the backup, rollback and recovery steps.

17.4 **What you do.** You are responsible for monitoring update and security notices published on the ACE website and shown in ACE itself, assessing the effect on your completed system, scheduling the shortest safe maintenance window, applying the Update without undue delay, verifying that ACE restarts correctly, and maintaining your independent safeguards while ACE is unavailable. Where a vulnerability is being actively exploited, you may need to isolate or otherwise mitigate the affected system until you can install the Update.

17.5 **Current-version model.** ACE is a single, continuously developed product. A defect or vulnerability in an earlier version is normally corrected in the following current version, which entitled users can obtain through the update channel without a separate charge for the correction. We do not maintain a separate patch branch for every superseded version.

18. Security Updates and the security support period

18.1 **Support period.** ACE has a security support period of **at least five years**. During that period we provide Security Updates for ACE, and there is no separate charge for a security correction.

18.2 **End of support.** We publish advance notice on the ACE website before the support period for a version ends, identifying the affected versions, the exact end date, the security consequences, the supported replacement version, the migration path and what you need to do. Check the website for lifecycle and security notices; we do not undertake to notify you individually.

18.3 **Running unsupported software.** Once a version is outside the support period it no longer receives Security Updates. Continuing to run it is your decision and your risk, and clause 29.4(g) applies.

18.4 **No safety function.** Availability of an Update, delivery of an Update, and the state of your Licence are not safety controls and must never be relied on as one.

19. Cyber Resilience Act and conformity statements

19.1 ACE is a product with digital elements within the meaning of Regulation (EU) 2024/2847 (the Cyber Resilience Act). Veltace is its manufacturer. We maintain a documented secure-development lifecycle, cybersecurity risk assessment, vulnerability-handling process, software bill of materials, and reporting escalation for actively exploited vulnerabilities and severe security incidents, and we report to the competent authorities through the designated reporting arrangements where the Regulation requires it.

19.2 **What we do not claim.** The obligations under that Regulation apply in stages. **These Terms do not state that ACE is CRA-compliant, CRA-certified, CE-marked or conformity-assessed.** Where and when a release has completed the applicable conformity assessment and a signed EU declaration of conformity has been issued, that declaration and any CE marking will be published for that release, and only then. Until then, no statement in these Terms, on the ACE website, or by any Distributor may be presented as a declaration of conformity or a certification.

19.3 Obligations are not transferred. The obligations that the Cyber Resilience Act, product-safety law and product-liability law place on Veltace as manufacturer remain ours. Nothing in these Terms transfers them to you, to a Business Customer or to a Distributor, and any clause that purported to do so would be ineffective to that extent.

19.4 What we do ask of you. So that ACE can be operated securely, you must use a version within the support period, install Security Updates in accordance with clause 17.4, protect credentials and keys, follow the security information we publish, and report vulnerabilities under clause 23. These are reasonable operating obligations. They do not reduce our obligations under clause 19.3.

20. Intended purpose, safety and restricted applications

This clause is important. Read it before designing, installing or operating any system that uses ACE.

20.1 Intended purpose. ACE is general-purpose, self-hosted automation and orchestration software. It executes logic and configuration created by authorised users on computing infrastructure controlled by the customer, and exchanges data and commands with configured software and hardware interfaces.

20.2 ACE does not perform a safety function. ACE is **not** a safety PLC, a medical-device safety controller, a nuclear safety system, an emergency shutdown system, a fire or life-safety system, or an independent protective device. ACE does not determine whether your logic is suitable, complete, fail-safe or compliant for a particular machine, process or regulated use. **ACE must never be the sole means of protecting people, property or the environment.**

20.3 Restricted applications. You must not use ACE, and must not supply or configure ACE for use, as a safety, protective, life-critical or emergency function in any application where a failure of software, hardware, network, power or computing could directly cause death, personal injury, serious property damage or serious environmental harm, unless independent, appropriately rated and where required appropriately certified protection exists outside ACE. This includes, in particular:

- (a) medical devices, life-support, patient monitoring and clinical decision functions;
- (b) emergency, evacuation, alarm, fire-detection and life-safety systems;
- (c) emergency stop, safety interlock, guard monitoring, safe-state and other machinery safety functions;
- (d) nuclear facilities and radiation safety;
- (e) traffic, railway, aviation, marine and vehicle control or signalling;
- (f) grid protection and emergency shutdown in energy and utility systems;
- (g) weapons, munitions and defence-critical functions; and
- (h) any other application identified as safety-related by the risk assessment that applies to your installation.

20.4 What this restriction actually means. It is not a claim that ACE can never be present near an industrial, medical, energy or transport system. ACE can be integrated into demanding commercial, industrial and regulated environments. What is prohibited is relying on ACE — or on the computer, the network, the Licence or user-created ACE logic — to perform or replace a required safety or protective function without independent protection that does not depend on ACE.

20.5 Independent protection. Where a malfunction could cause harm, the required protective functions — interlocks, guards, limits, alarms, emergency stops, manual override and safe-state transitions — must be engineered in hardware and circuitry that function independently of ACE. Provide accessible emergency stops, manual isolation, restart prevention and recovery procedures appropriate to the hazard. Operators must be able to bring the system to a safe condition without ACE, without a network connection and without a functioning computer.

20.6 Define the safe state outside ACE. Determine and document the safe state of every connected output for start-up, shutdown, restart, crash, power loss, network loss, stale input, update, licence interruption, expiry and recovery. **Do not assume that an output will de-energise, or that it will retain its last state.**

20.7 Security is not functional safety. Authentication, encryption, permissions, offline operation and monitoring do not make ACE a certified safety system. Assess cybersecurity and functional safety separately, including how a security incident could create or increase a physical hazard.

20.8 Electrical and installation work. Use correctly rated, isolated, fused, enclosed, earthed and protected equipment. Mains wiring and other hazardous-energy work must be designed, installed, inspected and maintained by appropriately qualified persons under the rules applicable at the installation location. Never rely on software permissions as electrical isolation.

20.9 Validation. Test the complete installation before operation and after any change to ACE, your logic, configuration, hardware, operating systems, networks or dependencies. Keep documented acceptance criteria, change control, backups, recovery procedures and maintenance plans appropriate to the risk.

20.10 Consistency. The Safety Notice at <https://ace-software.net/safety> and the use-case information at <https://ace-software.net/use> form part of the safety information for ACE and say the same thing as this clause. A reference to an industry describes a technical possibility. It is not a warranty of fitness, and it is not certification, conformity assessment, regulatory approval or permission to deploy.

20.11 If you cannot provide independent protection, do not use ACE for that application.

21. Your automation, your hardware, your records

21.1 ACE is a tool. The automation itself — what is measured, what is decided, what is switched, when and in what order — is designed and configured by you, or by the Distributor, installer or integrator you engage. Veltace does not write your automation logic, does not review it, and does not know what it does.

21.2 Hardware. You or your third-party installer select, supply, connect, wire, install, protect and maintain all Connected Hardware. Veltace does not select or supply Connected Hardware under these Terms and does not endorse any particular product merely because ACE can communicate with it.

21.3 Responsibility for the completed system. Responsibility for the application design, user-created logic, hardware selection and wiring, physical installation, integration, risk assessment, commissioning, validation, operation, maintenance and legal compliance of the completed system rests with the person or entity performing or controlling that work.

21.4 This does not excuse us for ACE. Clause 21 allocates responsibility for what you build. It does not exclude, restrict or transfer Veltace's responsibility for the Software itself, for statutory conformity, for our obligations as manufacturer, or for any liability that cannot lawfully be excluded. Clause 29 applies.

21.5 Backups. Keep backups of your Customer Content and of your system configuration, appropriate to how much you would lose if they were destroyed, and test that you can restore them. Veltace does not hold a cloud backup of your ACE installation, and we cannot reconstruct Customer Content that you have deleted, overwritten or lost.

21.6 Logs. ACE includes logging capabilities, including custom log files that you can configure to record what matters in your deployment. **You should design the operational and audit logging your own risk profile, sector rules and evidence needs require, and verify that it works.** We do not promise that ACE automatically produces every record you may later need, and default logging is not designed to meet your regulatory obligations.

22. Support

22.1 Optional technical support. We offer technical and product assistance with ACE through <https://support.ace-software.net>. It covers questions about installation, configuration, Editions, licensing, features and use of ACE.

22.2 What it does not cover. Support does not include designing your automation for you, engineering your installation, selecting or commissioning your hardware, carrying out your risk assessment, or taking responsibility for your completed system.

22.3 No service level unless agreed. These Terms do not create a service-level agreement, guaranteed response time or guaranteed resolution time. If a specific service level is agreed with a Business Customer in writing, that agreement applies.

22.4 Statutory obligations are not "support". Where the law requires us to supply, to bring ACE into conformity, to provide a remedy, to handle a complaint, to acknowledge or decide a withdrawal assertion, or to provide a Security Update, we do that because we must, not as a discretionary courtesy. The optional nature of the assistance described in clause 22.1 does not qualify any of those obligations.

22.5 What not to send us. Do not send passwords, payment-card data, bank details, recovery keys, complete Licence Keys or unnecessary personal data to support. If you send us configuration, logs or diagnostics, we process that copy as support data. Sending it does not give us continuing access to your systems.

23. Security, vulnerabilities and incidents

23.1 Reporting a vulnerability. If you believe you have found a security vulnerability in ACE or in a Veltace-operated service, report it privately to security@ace-software.net. Include enough information to reproduce and assess it. Do not send unnecessary personal data, credentials, destructive payloads or another person's data, and please allow a reasonable time for investigation and remediation before disclosing publicly. We handle reports under a coordinated-disclosure approach. We do not currently operate a paid bug-bounty programme, and nothing in these Terms promises a reward.

23.2 What we do. We acknowledge, triage, investigate, remediate and disclose according to risk, provide corrective or mitigating information and Security Updates for supported releases, and — where the Cyber Resilience Act requires it — notify the competent authorities and inform affected users of corrective or mitigating measures.

23.3 What you do. You must promptly forward to security@ace-software.net any evidence you hold of a vulnerability or a severe security incident affecting ACE, and must not delay urgent reporting. Distributors and installers are under the same obligation and must pass on the security and update information we publish.

23.4 Shared responsibility. Security depends on the complete deployment. We are responsible for the security of the Software we supply and of the services we operate. You are responsible for host and network security, exposure, account lifecycle, least privilege, credential protection, backups, monitoring and incident response within your own infrastructure.

24. Local-first operation and data

24.1 Where your automation lives. The ACE Server runs on infrastructure you select and control. Your Customer Content — automation logic, scripts, node graphs, commands, device and sensor definitions, users, permission groups, databases, messages, sensor readings, local log files and other operational data — is held on your systems. ACE does not automatically transmit it to Veltace, and ACE does not give Veltace built-in remote access to your Server.

24.2 What we do receive. Operating a licensed, updatable commercial product necessarily involves some information reaching us. In summary, and without stating it more absolutely than is true:

- (a) **licensing** — when an Environment is activated or checked, information necessary to identify and validate the Licence and the Environment, including the Licence Key, the Environment name you chose, your ACE Customer ID and the current number of user accounts in the Environment;
- (b) **updates and downloads** — when an administrator checks for or requests an update or download, your ACE Customer ID, the ACE version, the release channel, the operating system, the CPU architecture and whether the graphical or command-line variant is used;

- (c) **commerce** — the account, order, consent, invoice, withdrawal and refund records described in clause 24.3, and the information Stripe processes to take payment;
- (d) **communications and support** — anything you deliberately send us, including support messages and any diagnostics you attach; and
- (e) **ordinary technical records** — the website, Customer Portal and licence infrastructure record connection information such as IP address, time, request and response status for delivery, troubleshooting, abuse prevention and security. These are records of our own services, not logs from your ACE Server.

24.3 Consent and order evidence. We keep a record of the checkout statements you accepted, in the language you selected, with their exact wording, version and time of acceptance, together with the order, invoice, delivery, withdrawal and refund records connected to your contract. We keep these to perform the contract, to comply with our legal obligations, and to establish or defend legal claims.

24.4 Environment names. You choose your Environment names at checkout, and they are transmitted to us as part of licence validation. Choose names that you are content for us to hold. Avoid putting personal data, client names or confidential project identifiers in an Environment name.

24.5 We can disable, but we cannot read. Veltace can mark an Environment as no longer valid — for example after a successful terminating refund, or under clause 28. That is a licensing action, not access to your data. It does not give us the ability to read, retrieve or alter your Customer Content.

24.6 Privacy Notice. How we process personal data, on what legal basis, with which service providers, for how long, and what rights you have, is set out in the ACE Privacy Policy at <https://ace-software.net/privacy>. These Terms do not repeat it and do not replace it.

24.7 Data protection roles. Because Veltace does not process the personal data inside your self-hosted ACE Server, standard self-hosted ACE does not ordinarily require a data-processing agreement with us. If a separately contracted service requires us to process personal data on your documented instructions, we will agree appropriate processing terms before that processing begins. Where a Distributor accesses your systems, clause 27.9 applies and the Distributor's own role under data-protection law is determined by what it actually does, not by these Terms.

25. Availability of Veltace-operated services

25.1 The licence service, update service, website and Customer Portal are provided with reasonable skill and care but are not guaranteed to be uninterrupted. We may suspend them temporarily for maintenance, security or operational reasons, and will give notice where it is reasonably practicable to do so.

25.2 ACE is designed so that ordinary automation continues to run on your own infrastructure independently of a live connection to us. You should nevertheless not design a system on the assumption that any external service, including ours, is permanently available, and clause 20.6 applies.

26. Customer Content on termination

26.1 Your Customer Content is yours and stays on your systems. Expiry, cancellation, withdrawal, refund, suspension or termination does not delete it and does not require you to delete it.

26.2 Where these Terms require you to stop using the Software and remove it, that obligation applies to the ACE Software, its binaries, its installation and any copies of it. **It does not apply to your automation logic, scripts, node graphs, configuration, databases, business records, your own log files or any other Customer Content**, all of which you may keep.

26.3 We do not hold a copy of your Customer Content and cannot export or restore it for you. Take your own backups before removing an installation.

27. Distributors and Installers

This clause applies to anyone who promotes, distributes, installs, configures, integrates, commissions, maintains or supports ACE for another person.

The relationship

27.1 The role is open. Anyone may act as an ACE Distributor. There is no application, no approval, no appointment, no registration, no fee and no territorial restriction. You are not required to contact us first, although you are welcome to at distributor@ace-software.net.

27.2 You are independent. A Distributor acts in its own name, on its own account and at its own risk. Distributing, installing, configuring or supporting ACE does not make you an employee, agent, representative, partner, franchisee or joint venturer of Veltace, and gives you no authority to bind Veltace or to act on its behalf.

27.3 You cannot commit us. A Distributor must not, and has no authority to: conclude contracts in Veltace's name; vary, waive or add to these Terms; give a warranty, guarantee, service level, response time or availability commitment on Veltace's behalf; make a certification, conformity or approval claim about ACE; state that Veltace endorses particular third-party hardware; or describe itself as Veltace, as part of Veltace, or as acting for Veltace.

27.4 What you may call yourself. You may accurately describe yourself as, for example, "an independent ACE distributor", "an independent installer of ACE", or "providing installation, configuration, integration and support services for ACE". You must not use titles such as "Certified ACE Installer", "ACE Approved Partner", "Authorised ACE Representative" or anything similar suggesting a certification, appointment or approval that does not exist, because Veltace operates no such programme.

Commercial model

27.5 Who sells the Licence. ACE Subscriptions are bought by the end customer directly from Veltace at Veltace's published price. A Distributor does not buy Licences for resale and does not set the price of the ACE Licence. If you help a customer purchase, the contract for the Subscription is between that customer and Veltace, and these Terms govern it.

27.6 What you charge for. A Distributor is free to decide, independently and without reference to Veltace, what it charges for its own services and goods, including installation and physical setup, configuration, consulting, engineering, integration, training, maintenance, on-site or remote support, and hardware it supplies. **Veltace does not set, recommend, cap or restrict a Distributor's prices for its own services or hardware, and nothing in these Terms should be read as doing so.** Present your fees separately from the ACE Licence fee so that the customer can see what each party is charging for.

27.7 Your contract with your customer is yours. Services you agree with an end customer are supplied by you, under your own contract, on your own terms and at your own risk. Veltace is not a party to that contract, is not liable under it, and does not become a supplier of your installation, configuration or support services merely because ACE is the software platform.

Installation and safety

27.8 Where a Distributor performs physical or engineering work, it must:

- (a) comply with the electrical, building, machinery, product-safety and other law applicable at the installation location;
- (b) use appropriately qualified and, where required, licensed or certified personnel, and obtain any permit or certificate required for its own work;
- (c) select correctly rated, protected and suitable hardware and follow the manufacturers' instructions for it;
- (d) carry out a suitable and sufficient risk assessment for the completed system;
- (e) ensure that required safety functions are independent of ACE, in accordance with clause 20;

- (f) test and commission the system safely before it is put into service;
- (g) hand the system over properly, including what was installed, how it is configured, what its limits are, what the customer must maintain, and how to reach a safe state; and
- (h) pass on to the system owner and its operators the ACE Safety Notice and the current security and update information, and not represent its own work as work performed by Veltace.

Access to customer systems

27.9 Where a Distributor accesses a customer's ACE Environment, systems or network, it must:

- (a) act only with the customer's authorisation and within its scope;
- (b) keep the customer's information confidential and use it only to perform the agreed services;
- (c) protect credentials, apply least privilege, and use named accounts rather than shared ones;
- (d) not create hidden, undisclosed or persistent accounts or access paths;
- (e) remove temporary access when it is no longer needed and tell the customer what access remains;
- (f) not copy or retain customer data for purposes unrelated to the agreed services;
- (g) not configure monitoring or surveillance of individuals except in compliance with applicable data-protection, employment and communications law, and only on the customer's documented instruction; and
- (h) report security incidents and vulnerabilities promptly to the customer and, where ACE is affected, to security@ace-software.net.

27.10 **Data-protection roles.** Whether a Distributor is a controller, a joint controller or a processor in respect of personal data it accesses depends on what it actually does and on its own contract with the customer. Veltace is not automatically a controller or processor of that data, and these Terms do not make it one.

How you describe ACE

27.11 A Distributor must represent ACE accurately and must not state or imply, without factual support, that ACE: holds a certification, approval or conformity assessment it does not hold; is suitable as a safety, life-safety or emergency system; guarantees availability, uptime or continuity; cannot fail; cannot be compromised; has functionality it does not have; is supplied, installed or supported directly by Veltace when it is not; or is the Distributor's own product.

27.12 **Trade marks.** Veltace's trade marks include the word mark **Veltace** and the **ACE logo**. Veltace grants a Distributor a limited, revocable, non-exclusive, non-transferable, royalty-free permission to use those marks, in their unmodified form and correct proportions, solely to identify ACE and its supplier accurately in the course of promoting, supplying and supporting ACE. You may also refer to the product by name as "ACE" where that is necessary to describe what you supply. This permission does not allow you to use the marks in your own company, product, application or domain name, to register or attempt to register them or anything confusingly similar, to alter or incorporate them into another logo, to use them in a way suggesting endorsement, appointment or certification, or to use them in a way that damages their reputation. All goodwill in the marks belongs to Veltace. We may withdraw the permission on notice, and it ends automatically on breach of this clause, clause 27.11 or clause 27.13.

27.13 **No rebranding.** A Distributor must supply, install and support ACE **as ACE**. You must not rebrand, white-label, rename or re-badge ACE, present it as your own product or as a component of a product sold under your own name, apply your own branding to its interface, installer, documentation or binaries, or remove or obscure any Veltace or ACE branding, notice or attribution. You may of course market and name your own services, integrations and hardware however you like, provided it is clear that ACE is ACE and is supplied by Veltace.

27.14 **Why this matters, beyond branding.** A person who modifies ACE, rebrands it, or supplies it under their own name may itself become the manufacturer of a product with digital elements under applicable product-safety, product-liability and cybersecurity law, and take on those obligations in full. These Terms do not authorise any of those acts; clause 8 prohibits modification and clause 27.13 prohibits rebranding.

27.15 Distributor liability. A Distributor is liable for its own acts, omissions, advice, configuration, logic, installation work, hardware and services, and for its own compliance with law. Veltace is liable for the Software and for its own obligations as set out in these Terms and under applicable law. Neither party is liable for the other's independent failures. Clause 29 applies to Veltace's liability to a Distributor as it applies to a Business Customer.

27.16 Indemnity. A Distributor will indemnify Veltace against claims, losses, damages, penalties and reasonable costs arising from the Distributor's breach of clause 27, its misrepresentation of ACE, its own services or installation work, or its failure to comply with applicable law. This does not apply to any part of a claim caused by Veltace's own breach, defect in the Software, or by anything for which Veltace is liable and cannot lawfully exclude liability.

27.17 Ending the relationship. Either party may stop the distribution relationship at any time. Veltace may withdraw the permissions in clause 27.12 and require a Distributor to stop describing itself as an ACE distributor where the Distributor has breached clause 27, misrepresented ACE, or created a safety or security risk. Ending the relationship does not affect Subscriptions that end customers hold directly with Veltace.

28. Suspension and termination

28.1 By you. You may cancel at any time under clause 12, withdraw where clause 13 applies, or terminate where clause 15 gives you that right.

28.2 Expiry. A Subscription ends automatically if it is not renewed, as described in clause 12.5.

28.3 By us, for breach. We may terminate your Licence and Subscription, or suspend an Environment, if you materially breach these Terms. For a breach capable of being put right, we will first tell you in writing what the breach is and give you a reasonable period — at least 14 days — to put it right, and we will only terminate if you do not. This is the normal route.

28.4 Immediate suspension. We may suspend an Environment or Veltace-operated service immediately, without prior notice, only where it is necessary and proportionate to do so because:

- (a) there is clear evidence of circumvention of licensing or technical protection measures, of key sharing, or of distribution of circumvention tools, contrary to clause 8.1(c), (d) or (g);
- (b) an active attack, intrusion attempt or abuse is being carried out against our services, another customer, or a third party through your Environment;
- (c) use is manifestly unlawful, or would expose us or a third party to serious legal liability;
- (d) a serious safety risk arises from use of ACE in a restricted application contrary to clause 20; or
- (e) a sanctions, export-control or other legal restriction requires it.

28.5 How suspension works. We will tell you as soon as reasonably practicable why we have suspended, what we need from you, and how to respond. We will consider what you tell us, and we will lift a suspension promptly where the ground for it no longer applies or turns out not to have been made out. Suspension will not last longer than is necessary. Where we suspend without a good ground, you do not lose paid time: we will extend your Environment or refund the affected period.

28.6 We will not terminate on an unspecified suspicion. We do not terminate a paid Subscription on the basis of a general or unexplained concern. We will identify the conduct relied on.

28.7 Termination by us without your breach. If we decide to withdraw ACE, or an Edition, from the market, we will give you reasonable notice, will let your current Billing Period run to its end wherever possible, and will refund the unused part of any period you have paid for beyond the date supply actually ends.

28.8 What happens at the end. When your Licence ends for any reason:

- (a) your right to use the Software ends, and you must stop using it and remove the ACE installation to which the ended Licence relates;
- (b) **you keep your Customer Content**, and clause 26.2 applies — you are not required to destroy your automation logic, scripts, configurations, databases, business records or your own logs;

- (c) any fees already due remain payable; and
- (d) the following clauses survive: 7 (ownership), 8 (restrictions), 15 and 16 (to the extent a claim has already arisen), 21.3 to 21.6, 24 (data), 26, 27.15 and 27.16, 29 (liability), 30, 31, 33, 36 and 37.

29. Liability

29.1 Nothing is excluded that cannot lawfully be excluded. Nothing in these Terms excludes or limits Veltace's liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) wilful misconduct, and gross negligence where the applicable law does not permit its exclusion;
- (d) liability under the applicable product-liability regime;
- (e) a Consumer's statutory rights, including the rights described in clauses 13, 15 and 30; or
- (f) any other liability that applicable law does not permit to be excluded or limited.

29.2 Consumers. If you are a Consumer, we are liable to you for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. We are not liable for loss or damage that was not foreseeable. The caps and exclusions in clauses 29.3 and 29.4 do **not** apply to Consumers.

29.3 Business Customers and Distributors — excluded losses. Subject to clause 29.1, Veltace is not liable to a Business Customer or a Distributor for: loss of profit, revenue, anticipated savings, business, contracts or opportunity; loss of production or output; loss of goodwill or reputation; wasted expenditure; loss or corruption of data or configuration to the extent that a proper backup under clause 21.5 would have prevented or reduced it; or any indirect or consequential loss, in each case however arising.

29.4 Business Customers and Distributors — matters outside our responsibility. Subject to clause 29.1, Veltace is not liable for loss or damage to the extent it is caused by:

- (a) automation logic, commands, scripts, expressions or configuration created or changed by you, your personnel or your Distributor;
- (b) the selection, supply, rating, wiring, physical installation, protection or maintenance of Connected Hardware;
- (c) installation, integration, commissioning or maintenance work carried out by you or a third party;
- (d) third-party software, operating systems, networks, internet connectivity, cloud services or integrations, including webhooks and external endpoints you configure;
- (e) your failure to take or test backups;
- (f) use of ACE in a restricted application contrary to clause 20, or without the independent protection clause 20.5 requires;
- (g) your failure to install a Security Update we have made available, or use of a version outside the support period, where installing the Update or a supported version would have prevented or reduced the loss;
- (h) unauthorised access resulting from your failure to protect credentials or to secure your own infrastructure; or
- (i) use of ACE outside its intended purpose or its documentation.

29.5 Cap. Subject to clause 29.1 and clause 29.2, Veltace's total aggregate liability to a Business Customer or a Distributor, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with these Terms, is limited to **the total amount that party paid to Veltace under these Terms in the 12 months before the event giving rise to the claim**. Where nothing was paid in that period, Veltace's liability is limited to the price of one month of the lowest Edition then published.

29.6 Your responsibility. A Business Customer or Distributor is responsible for the matters listed in clause 29.4 to the extent they are within its control, and clause 27.16 applies to a Distributor.

29.7 Time for claims. Nothing in these Terms shortens a limitation or prescription period that applicable law fixes.

30. Consumer rights that cannot be reduced

30.1 If you are a Consumer, you have rights under the mandatory consumer-protection law that applies to you. **Nothing in these Terms excludes, limits or waives those rights, and no clause of these Terms is to be read as attempting to do so.**

30.2 Where any clause of these Terms would, if applied to a Consumer, be unfair, or would conflict with a mandatory rule of the consumer law applicable to that Consumer, that clause does not apply to that Consumer to the extent of the conflict, and the mandatory rule applies instead. The rest of these Terms continues to apply.

30.3 This clause applies in particular to clauses 8, 12, 16.4, 22.3, 25, 28, 29.3 to 29.5, 31 and 33.

31. Customers in the United States

31.1 This clause applies in addition to the rest of these Terms if you purchase from within the United States. Where a mandatory rule of federal law, or of the law of your state, gives you a right that these Terms do not give you, that rule applies.

31.2 Automatic renewal disclosure. Your Subscription is an automatic-renewal offer. Before you commit to pay, the checkout states that your subscription renews automatically each billing period at the price shown until you cancel, that you can cancel at any time in the Customer Portal, and that there is no minimum term; the price and the billing interval are shown again on the payment page. By completing the purchase you give affirmative consent to those automatic-renewal terms. We keep a record of the statements you were shown and of your acceptance.

31.3 How to cancel. You may cancel online, at any time, through the Customer Portal at <https://ace-software.net/login>, in the same medium in which you bought the Subscription. You do not need to call us, write to us, or speak to anyone to cancel. If you cannot complete cancellation online for any reason, contact <https://support.ace-software.net> and we will cancel it for you.

31.4 Acknowledgement. After purchase we send you an order confirmation by email. It states that your subscription renews automatically at the price shown until you cancel it in the Customer Portal, and sets out your Edition, the price, the billing interval, the date of your next renewal and the time of delivery, together with links to these Terms, to support, and to the Customer Portal. Keep that email.

31.5 Changes to price or terms. We tell you about a price increase before it applies to you, and it takes effect only from a Billing Period beginning at least 14 days later, as set out in clause 34.8. A change to these Terms applies to your existing Subscription only from your next Billing Period, as set out in clause 34.4, and you may cancel before then.

31.6 State law. Several states, including California and New York, impose specific requirements on automatic-renewal offers and give consumers rights that cannot be waived. Nothing in these Terms waives them, and nothing in these Terms is intended to limit any right you have under your state's consumer-protection law.

31.7 No arbitration or class-action waiver. These Terms do not require arbitration, do not waive your right to a jury trial and do not waive your right to participate in a class action. Clause 33 applies.

31.8 Warranty and liability. The warranty and liability provisions in clauses 16 and 29 apply to you to the fullest extent the law of your state permits. Some states do not allow certain implied warranties to be excluded, or certain damages to be limited; where a provision of clause 16 or 29 is not permitted by the law applicable to you, that provision applies to you only as far as that law allows, and the rest of those clauses continue to apply.

32. Governing law and jurisdiction

32.1 Governing law. These Terms and any contract concluded under them are governed by the law of the Slovak Republic, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods.

32.2 Consumers — the protection of your own law. If you are a Consumer, the choice of Slovak law in clause 32.1 **does not deprive you of the protection of the mandatory provisions of the law of the country in which you are habitually resident**, where those provisions would apply in the absence of the choice. In practice, this means that where we direct our activities to your country, you keep the mandatory consumer protections of that country in addition to the protections of Slovak law.

32.3 Consumers — where disputes are heard. If you are a Consumer resident in the European Union, you may bring proceedings against us either in the courts of the Slovak Republic or in the courts of the country in which you are resident, and we may bring proceedings against you only in the courts of the country in which you are resident. This clause does not restrict the right of a Consumer outside the European Union to rely on the jurisdiction rules that apply to them.

32.4 Business Customers and Distributors. For a Business Customer or a Distributor, the courts of the Slovak Republic have exclusive jurisdiction over any dispute arising out of or in connection with these Terms, and Slovak law applies including the Slovak Commercial Code where relevant.

32.5 These Terms do not claim that the laws of several jurisdictions govern the same contract simultaneously. Slovak law governs; mandatory rules that the applicable private-international-law regime preserves for a Consumer, or that a court applies as overriding mandatory provisions, apply in addition.

33. Complaints and alternative dispute resolution

33.1 Talk to us first. Send any complaint to <https://support.ace-software.net>. We acknowledge complaints and aim to resolve them promptly and fairly. Tell us your ACE Customer ID, your Environment name, what has gone wrong and what you would like us to do.

33.2 Alternative dispute resolution (Consumers). If you are a Consumer and you are not satisfied with how we have handled your complaint, you may submit the dispute to an alternative dispute resolution entity. In the Slovak Republic the general residual ADR entity for consumer disputes is:

Slovenská obchodná inšpekcia (Slovak Trade Inspection) Ústredný inšpektorát, Odbor pre medzinárodné vzťahy a alternatívne riešenie spotrebiteľských sporov Bajkalská 21/A, P. O. BOX 5, 820 07 Bratislava, Slovak Republic ars@soi.sk · adr@soi.sk · <https://www.soi.sk>

The official list of Slovak ADR entities is maintained by the Ministry of Economy of the Slovak Republic, and you may use any entity on that list that is competent for the dispute.

33.3 If you are a Consumer resident in another EU or EEA country, you may also use an ADR entity competent in your own country. Participation in ADR does not remove your right to go to court.

33.4 The EU ODR platform no longer exists. The European Commission's online dispute resolution platform ceased to operate on 20 July 2025. Any reference to it in older ACE documents is obsolete and should be disregarded. Use clause 33.1 and clause 33.2 instead.

34. Changes to these Terms and to prices

34.1 How changes are published. We may change these Terms. The current version is always published at <https://ace-software.net/terms>, with its version number and effective date on the first page, and the ACE website shows when the Terms were last changed. **We do not ask you to accept the Terms again every time they change**, and there is no new checkout step. Please check the published Terms from time to time.

34.2 Editorial changes. We may correct typographical errors, clarify wording without changing meaning, update contact details, links or names, and improve presentation. These take effect when published.

34.3 Your purchase is made on the version then published. Each purchase is concluded on the version of these Terms published at the time you buy, which you accept at checkout, and the confirmation email records which version that was.

34.4 The published version applies to everyone from their next renewal. There is only ever one current version of these Terms, published at the address in clause 34.1. A changed version applies to your existing Subscription **from the start of your next Billing Period after it was published**. A change never takes effect part-way through a Billing Period you have already paid for, and continuing to use ACE after your next renewal is your acceptance of the version then published.

34.5 If you do not want to continue under a new version. Cancel before your next renewal under clause 12.1. You keep your Environment for the whole of the Billing Period you have already paid for, and nothing further is charged.

34.6 Asking for an earlier version. We keep every published version of these Terms. If you want the text as it stood when you bought, or on any earlier date, ask at <https://support.ace-software.net> and we will send it to you.

34.7 Changes we are required to make. Where a change in law, a decision of a competent authority, or a genuine security or safety need requires it, we may make the change take effect sooner than clause 34.4 would allow. We will make it no wider than necessary and will publish it as soon as it takes effect.

34.8 Price changes. We may change prices for future Billing Periods. **A price increase applies to you only from the start of a Billing Period that begins at least 14 days after we have told you about it** — for example by email or in the Customer Portal — and never to a Billing Period you have already paid for. You may cancel at any time before the increase takes effect.

34.9 Consumers. Nothing in this clause affects the rights described in clause 30, and no change to these Terms can reduce a right that the law does not allow to be reduced.

35. Notices and communications

35.1 From us to you. We will contact you by email at the address associated with your account, or through the Customer Portal. Keep your email address current — a notice sent to an out-of-date address you did not update is still validly given.

35.2 From you to us. Send contractual notices, complaints and requests through <https://support.ace-software.net>, except for: statutory withdrawal, which should use <https://ace-software.net/withdrawal>; security reports, which should use security@ace-software.net; privacy requests, which should use privacy@ace-software.net; and formal legal notices, which should use legal@veltace.com.

35.3 Language. These Terms, invoices, general contractual information and ordinary contractual correspondence are provided in English, which you confirmed you understand at checkout. Translations of the checkout statements are provided for your convenience in the language you selected; where a translation and the English text differ, the English text of these Terms prevails, except where the mandatory law applicable to a Consumer requires otherwise.

36. Documents that form the agreement, and which prevails

36.1 Your agreement with Veltace consists of:

- (a) these Terms;
- (b) the order details confirmed at checkout — the Edition, the Billing Period, the price, the Environment name and the statements you accepted; and
- (c) any separate written agreement signed by Veltace and a Business Customer or Distributor.

36.2 **Incorporated by reference.** The **Safety Notice** (<https://ace-software.net/safety>) is incorporated into these Terms and is contractually binding, because it states essential product-use boundaries. Clause 20 and the Safety Notice are to be read together.

36.3 **Referenced but not contractual terms.** The following are important, and you should read them, but they are not contractual promises by Veltace:

Document	What it is
ace-software.net/privacy	The Privacy Policy. It is an information notice about personal-data processing, not a set of contractual warranties. It governs how we handle personal data.
ace-software.net/security	The Security Statement. It describes our security approach, vulnerability handling and support period. It is informational, except where clauses 17, 18, 19 and 23 make an obligation contractual.
ace-software.net/use	Use-case information. It describes technical possibilities only. It is not a warranty of fitness, compatibility, reliability, safety integrity, certification or legal suitability.
ace-software.net/editions	Edition, capacity and price information. The Edition, capacity and price you actually purchased form part of your contract under clause 36.1(b), and clause 10.1 makes the price published here the price that applies to your order.
ace-software.net/distributor	A plain-language summary of the distributor role. Clause 27 contains the binding rules.
Product documentation and release notes	Technical information about how ACE works and how to operate it safely.

36.4 **Marketing is not a warranty.** Descriptions on the ACE website, in social media, in videos or in other promotional material describe capabilities and are not contractual warranties, except to the extent that a specific statement about a specific characteristic formed part of the description of what you bought — in which case a Consumer's statutory conformity rights under clause 15 apply to it.

36.5 **Order of precedence.** If there is a conflict, the following order applies, highest first:

1. mandatory applicable law, including mandatory consumer rights;
2. a separate written agreement signed by Veltace with a Business Customer or Distributor;
3. these Terms;
4. the Safety Notice;
5. the order details confirmed at checkout;
6. the documents listed in clause 36.3.

36.6 **Entire agreement.** These Terms, together with the documents identified in clause 36.1 and clause 36.2, are the entire agreement between you and Veltace about ACE, and replace any earlier understanding about it. This clause does not exclude liability for fraudulent misrepresentation, does not affect a Consumer's rights, and does not exclude a term that the law implies and does not permit to be excluded.

37. General

37.1 **Severability.** If a clause or part of a clause is or becomes invalid, illegal or unenforceable, it is severed to the minimum extent necessary and the rest of these Terms continues in force. Where a clause would be valid if modified, it applies with the minimum modification necessary to make it valid.

37.2 **No waiver.** If we do not insist on a right, or delay in enforcing it, that is not a waiver of it.

37.3 **Assignment.** You may not assign or transfer your rights under these Terms except as clause 5.4 allows. We may assign or transfer our rights and obligations to a successor in business or an affiliate, provided this does not reduce your rights; where you are a Consumer, we will tell you in advance and you may cancel if you object.

37.4 **Third parties.** Except as clause 27 provides for Distributors, no person other than you and Veltace has any right to enforce these Terms.

37.5 **Force majeure.** Neither party is in breach because of a failure caused by an event beyond its reasonable control, provided it tells the other party and takes reasonable steps to mitigate. This does not excuse a payment obligation, and it does not extend to a Consumer's right to a refund for something that was not supplied.

37.6 **Headings.** Headings are for convenience and do not affect interpretation. "Including" means "including without limitation".

37.7 **Survival.** Clause 28.8(d) lists the clauses that survive the end of your Licence.

Annex A — Model withdrawal form

Complete and return this form only if you wish to withdraw from the contract. You do not need to use it: the online withdrawal function at <https://ace-software.net/withdrawal> is the preferred route, and any other unequivocal statement of your decision is also valid.

To: **Veltace s. r. o.**, Karpatské námestie 7770/10A, 831 06 Bratislava, Slovak Republic — via <https://ace-software.net/withdrawal> or <https://support.ace-software.net>

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the supply of the following digital content and digital services:

- ACE Environment name:
- ACE Customer ID:
- Edition and Billing Period:
- Invoice or order reference (if known):

Ordered on / received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (*only if this form is notified on paper*):

Date:

(*) *Delete as appropriate.*

Annex B — Standard information on the right of withdrawal

Right of withdrawal. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days from the day of the conclusion of the contract.

How to exercise it. To exercise the right of withdrawal you must inform us — Veltace s. r. o., Karpatské námestie 7770/10A, 831 06 Bratislava, Slovak Republic — of your decision by an unequivocal statement. The dedicated online withdrawal function at <https://ace-software.net/withdrawal> is available for this purpose throughout the withdrawal period, and you may also use the model form in Annex A. We will acknowledge receipt of your withdrawal without undue delay, on a durable medium, recording its content and the date and time of submission. To meet the withdrawal deadline it is sufficient for you to send your communication before the withdrawal period expires.

Effects of withdrawal. If you withdraw from this contract, we will reimburse to you all payments received from you, without undue delay and in any event not later than 14 days from the day on which we are informed of your decision. We will use the same means of payment as you used for the initial transaction unless you expressly agree otherwise; you will not incur any fees as a result of the reimbursement.

Loss of the right of withdrawal for digital content. You lose your right of withdrawal in the case of a contract for the supply of digital content which is not supplied on a tangible medium if performance has begun with your prior express consent and your acknowledgement that you thereby lose your right of withdrawal, and we have provided you with confirmation of the contract on a durable medium. At checkout you were asked to give that consent and that acknowledgement separately and actively, and the confirmation was sent to you by email. Clause 13.4 explains that we assess every assertion individually rather than applying this as an automatic rule.

Payment for what was supplied. Where the right of withdrawal applies to your contract and you asked us to begin supply during the withdrawal period, you may be required to pay an amount proportionate to what was supplied to you until you communicated your withdrawal, in comparison with the full coverage of the contract.

These rights are additional to your other rights. Losing the right to withdraw without giving a reason does not affect your rights if ACE is not supplied, is defective or does not conform to the contract, or if you have been charged incorrectly. See clauses 14.5 and 15.

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