

## Supernova Terms & Conditions

Welcome to Supernova website and apps which are operated by Supernova.io INC, with registered office at 3500 South Dupont Highway, Dover, Delaware 19901, United States, Delaware entity number: 7171181, (“**Supernova**” or “**we**”). We have designed the software called Supernova Studio and we are happy you have decided to use it. Supernova Studio is a desktop Mac OS 12 or newer application that allows you to take any design of mobile application, and convert it from design data (like Sketch files or Adobe XD files) to working mobile application using one-of-a-kind predictive algorithms. The result includes native components, responsive layouts, all the assets, code, localizations and nearly everything that is needed to do the UI part of the application.

### 1. Our products and your relationship with us

1.1. Your use of our website **Supernova.io**, where you can also find an account and workspace administration and application Supernova Studio, and app.supernova.io (together as “**Software**”) is subject to the terms of a legal agreement between you and Supernova contained in document (the “**Terms**”) and/or any other document expressly referred to herein.

1.2. The Terms, together with Privacy Policy, form a legally binding agreement between you and Supernova in relation to your use of the Software. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”. The Terms are available from Supernova’s website under the following link: <https://s3.amazonaws.com/supernova-website/data/terms.pdf> Supernova offers the following subscriptions to the Software:

- 1) Supernova Free;
- 2) Supernova Pro (and Supernova Education Program, including same features as Pro but discounted subject to approval by Supernova);
- 3) Supernova Team.

Pricing list (subscription fees) and full details of available features is available from: <https://supernova.io/pricing>.

1.3. If you subscribe to Supernova Free you will gain:

- access to Supernova Studio (including access to Prototyping Features),
- access to Flutter code exporter,
- access to all Supernova Pro features for 14 days trial period Supernova Free is provided free of charge. The users of Supernova Free may subscribe to Supernova Pro or Team at any time.

1.4. If you subscribe to Supernova Pro (or Supernova Education Program) you will gain:

- full access to Supernova Studio (including access to all Prototyping Features),
- access to iOS, Android, React Native, Flutter exporters for 1 person (can be used on 2 devices simultaneously),
- access to Supernova web administration to manage your account, invoices, workspaces for 1 person.

1.5. If you subscribe to Supernova Team, you will gain:

- full access to Supernova Studio (including access to all Prototyping Features) for the number of subscribed team mates,
  - access to iOS, Android, React Native, Flutter exporters,
  - access to Supernova web administration to manage your account, invoices, workspaces and team mates.
- 1.6. Subscription period for Supernova Pro, Supernova Education Program and Supernova Team starts at the moment when the subscription fee is in the full amount credited to our account. You can choose between monthly and annual subscription. All subscription rates and payment terms are available from <https://supernova.io/pricing>.
  - 1.7. Supernova uses services of a third party – Stripe - to ensure receipt of the payment of subscription fees. Supernova is not liable for any failure caused by Stripe.
  - 1.8. You can find your billing history, create your own invoices that contain all company information and download them in the PDF format by clicking on “**Billing**” in the workspace administration (<https://app.supernova.io> -> Workspace -> Manage Workspace -> Billing).
  - 1.9. You can find information on the hardware and software interoperability with our Software on our website [supernova.io](https://supernova.io). Please note that Supernova Studio can be currently used only on computers with Mac OS Sierra (10.12.X) operating systems or newer Mac OS.

## **2. Accepting the Terms**

- 2.1. In order to use the Software, you must firstly agree to the Terms. You may not use the Software if you do not accept the Terms.
- 2.2. You can accept the Terms by (i) clicking to accept or agree to the Terms, where this option is made available to you by Supernova in the user interface for any Software; (ii) by payment for the Software; or (iii) by actually using the Software. By performing one of these three options, you understand and agree that Supernova will treat your use of the Software as acceptance of the Terms from that point onwards.
- 2.3. You may not use the Software and may not accept the Terms if you are contracting on behalf of an entity but you are not authorized to legally bind your company or organization to such terms; or (iii) you are a person or entity barred from receiving the Software under the laws of state Delaware or other countries including the country in which you are resident or from which you use the Software.

## **3. Payment terms**

- 3.1. The amounts of subscription fees are available from: <https://supernova.io/pricing>.
- 3.2. Supernova reserves the right to change the pricing at any time. Supernova shall notify you about such change at least 2 weeks in advance. The price for the rest of your already paid subscription period remains the same. If you do not agree to the change, you can cancel your subscription according to article 3.6. By automatic renewal of the subscription you accept the change of the pricing.
- 3.3. You can pay for the Software by entering your credit or debit card information, or by any other means as published, from time to time, on the Supernova website. Alternatively, if you wish to purchase more than 5 yearly subscriptions at the same time, you can contact us to propose other methods of payment (such as invoicing).

- 3.4. At its sole discretion, Supernova may grant you with promo code for discount. Such discount is applicable after entering the correct promo code in the form for a new order.
- 3.5. You can up/downgrade (e.g. from Supernova Pro to Supernova Team) or change your subscription plan (e.g. increase number of team mates in Supernova Team). In such case, the unused time from previous subscription shall be automatically calculated and transformed into corresponding discount for your first payment of the updated subscription. You will always be informed about the price modification prior to the relevant upgrade or change.
- 3.6. The subscription is **renewable automatically**. By entering your credit or debit card details to pay for the first subscription, you agree that Supernova or third party that provides payment services can deduct the payment for the upcoming subscription term. If you do not wish to renew your subscription for the upcoming term, you can click on “**cancel subscription**” button in the workspace administration (<https://app.supernova.io> -> Workspace -> Manage Workspace -> Plan -> Cancel the subscription) until the last day of your current subscription term. In such case, the subscription shall terminate at the end of subscription term for which you have already paid.
- 3.7. Supernova is not responsible for the payment processing provided by any third party.
- 3.8. Each party will be responsible for payment of any taxes applicable to its own income and activities in connection with the Software. The prices on the website include VAT.

#### **4. Language of the Terms**

- 4.1. The Terms are provided in English. Where Supernova has provided you with a translation of the English language version of the Terms, you agree that the translation is provided only for your convenience, and that the English language versions of the Terms will govern your relationship with Supernova.
- 4.2. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

#### **5. Provision of the Software by Supernova**

- 5.1. Supernova is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Software which Supernova provides may change from time to time without prior notice to you.
- 5.2. You understand and agree that Supernova may disable the Software and access to your account for non-payment or other material breach of the Terms, and that in such case you may be prevented from accessing the Software, your account details or any files or other content which is contained in your account. If your access to the Software had been disabled for non-payment or other material breach of the Terms, and subsequently was reactivated, the period for which you could not access the Software shall not be refunded to you in any way and your original Software subscription period shall not be extended by the period equal to the period for which you could not access the Software.

#### **6. Your account and security**

- 6.1. In order to access Software, you will be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Software or as part of your continued use of the Software. You agree that any registration information you give to Supernova will always be accurate, correct and up to date. You may also use your Google account for the registration. Supernova Privacy Policy related to the collected personal data is available [Privacy Policy](#).

- 6.2. You agree that Supernova will make the invoices available to you directly in the Software. Invoices, payment and billing details stored in your Supernova workspace administration are not related to the rest of your account and can be accessed independently. If you delete your workspace, you will lose access to data and invoices contained in it. If you delete any invoices, payment or billing details, you will also lose these data, as they are not backed up by Supernova.
- 6.3. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Software.
- 6.4. Accordingly, you agree that you will be solely responsible for all activities that occur under your account.
- 6.5. If you become aware of any unauthorised use of your password or of your account, you agree to notify Supernova immediately at info at [support@supernova.io](mailto:support@supernova.io).
- 6.6. If you used your Google account for the registration and/or signing in the Software and your account is deleted or non-functional, you may no longer be able to access the Software.

## **7. Scope of use of the Software and its contents**

- 7.1. The Software and its contents (trademarks, brand names, logos, graphics, images, photographs, texts, audio-visual contents, advertisements, sponsored contents etc.) may be protected by intellectual property rights of Supernova or third parties.
- 7.2. Supernova hereby grants you with non-exclusive, non-transferable license to download, access and use the Software for creating and exporting applications and use its other functionalities that were made available to you by Supernova in the scope of your subscription. You shall not use the Software under any circumstances in such manner that would constitute economic competition to Supernova or that could harm Supernova. You shall not engage in any activity that interferes with or disrupts the Software, misuses the Software or circumvents this Section.
- 7.3. The license is not limited in territory (subject to Section 14.). The license is granted for a number of valid subscriptions purchased by you. The license is limited to the duration of the valid subscription.
- 7.4. You are not allowed to reproduce, distribute, lease, lend, sell, exhibit, publish the Software or its parts. You are allowed to make the Software available to third persons (grant sublicense) only if you subscribed as administrator to Supernova Team and only to persons who are subscribed creators in your team.
- 7.5. You shall not assign your license or its part to a third person.
- 7.6. You shall not receive the source codes to the Software and you are not allowed to gain the source code, modify the Software in any way, create derivative works based on the Software nor connect it with another software (unless this is expressly required by law).
- 7.7. Unless you have agreed otherwise in writing with Supernova, nothing in the Terms gives you a right to use any of Supernova's brand names, trademarks, Software marks, logos, domain names and any other distinctive brand features or similar names or marks that could cause confusion. The only exception to this provision is the names or marks included in the Software or affixed to the outputs of the Software. You shall not remove, alter or obscure any such names or marks (or copyright notices).
- 7.8. The remuneration for license is included in the subscription fee or free in case of Supernova Free.

## **8. Your rights to contents and use of the outputs**

- 8.1. You agree that you are solely responsible for (and that Supernova has no responsibility to you or to any third party for) any content that you create while using the Software and for the consequences of your actions (including any loss or damage which Supernova or third parties may incur and including any other legal liability, whether liability under civil, commercial, tort, penal or administrative law or any other legal theory) by doing so. You shall indemnify and hold Supernova harmless from all claims and all liabilities, costs, proceedings, damages and expenses awarded against, or incurred or paid by Supernova as a result of or in connection with your breach of any third party's intellectual property or similar rights.
- 8.2. Supernova acknowledges that it has no right to any content that you submit, post, transmit or display on, or through, the Software. Unless you have agreed otherwise in writing with Supernova, you agree that you are responsible for protecting and enforcing any rights related to such content and that Supernova has no obligation to do so on your behalf.
- 8.3. You shall receive source codes to the applications you will create by using the Software in the format corresponding to your subscription (export). Supernova does not acquire any rights to the applications nor other outputs of the Software created for you. You are entitled to use the applications and outputs without limitation as long as you comply with the rules set out in the Terms (in particular with Section 7).

## **9. Supernova resources and user created exporters**

- 9.1. The Software uses various exporters that serve to export the created applications in a corresponding format. In order to enable you to export the created applications in formats not currently supported by the Software and for the purpose of creating new exporters, part of the exporter or to customize the current exporters, Supernova grants you a non-exclusive, non-transferable license to use the components, data model and all exportable functionalities which are available in standard exporters created by Supernova ("**Resources**"). You can use the Resources freely, but under no circumstances you shall use the Resources in such manner that would constitute economic or any other competition to Supernova or that could harm Supernova.
- 9.2. Supernova does not claim any ownership rights in the exporters or any other derivative works created by you based on the Resources ("**User Created Exporters**"). You can use, distribute and publish the User Created Exporters and their source codes (e.g. by posting them publicly on GitHub). However, the moment any User Created Exporter becomes publicly available, regardless of the method of its publication or person that published it, you are hereby granting Supernova a license to use, reproduce, distribute, lease, lend, sell, prepare derivative works of, combine with other works, exhibit, perform and publish the User Created Exporter. The license is non-exclusive (meaning you are free to license User Created Exporters to anyone else in addition to Supernova), worldwide, perpetual, royalty-free (meaning that Supernova is not required to pay you for the use of the User Created Exporters), sublicensable and irrevocable. You specifically agree that Supernova may incorporate the User Created Exporters into the Software and distribute them together with the Software for a consideration. You further agree not to restrict or inhibit the use of the User Created Exporters by any other person. Supernova is not obliged to use the license.
- 9.3. You can use software of third parties (including free and open source software) to create User Created Exporters only under the following conditions. Supernova is not liable for any damage caused by the violation of the following conditions. Only you are responsible for the breach of licensing terms of any third party works and for the damage caused by the breach of the following conditions. You are strictly prohibited to publish or otherwise make available User Created Exporters that contain works of third parties (including dynamically linked libraries), if you do not have sufficient authorization to do so, or if it would (1) entail communicating the source code of the Software to third persons, (2) require further conveying or distribution of the work under a particular license, or (3) lay down similar requirements incompatible with Supernova's licensing terms for end

users (i.e. proprietary, non-transferable license that does not allow sublicensing, gaining source code, modifications nor derivative works). You shall not use, in particular, but not limited to, any works licensed under general public licenses that contain copyleft clause such as any version of GNU GPL, GNU LGPL, GNU Affero GPL, and other licenses that contain terms incompatible with this clause.

- 9.4. You shall indemnify Supernova against any fine, damage or other claim and defend Supernova in any proceedings or negotiations and compensate any costs of legal representation and other costs, that may arise if you breach this Article 9. In particular, but not exclusively, you shall indemnify Supernova against any damage caused by incorporation of a User Created Exporter into the Software, if such incorporation is in breach of license terms of a third party work included in the User Created Exporter.

## **10. Personal Data stored in the Software and other user data stored by Supernova**

- 10.1. The Software is not designated for storage of personal data of third persons and you hereby agree not to insert personal data of third persons into Software. Supernova is not liable for any harm caused in connection with the processing of personal data stored in the Software; in particular, Supernova is not liable for any fines or sanctions, which may be imposed on you for a breach of any personal data regulations. You shall indemnify Supernova against any fine, damages or other claims and defend Supernova in any proceedings or negotiations and compensate any costs of legal representation and other costs, that may arise if you are in breach of this clause.
- 10.2. When you use the Software, you may choose to create and save various data (e.g. design templates) to Supernova cloud storage. You do not grant Supernova any ownership over the contents of your design data or over your intellectual property included in it, except for the limited rights that are necessary for Supernova to store, backup or transfer your data when you ask us to do so.
- 10.3. In order to constantly improve Supernova's services and solely for diagnostic purposes, Supernova may gather anonymized meta data about your use of the Software (e.g., your behavior while using the Software, performance and stability of the Software, etc.).

## **11. Ending your relationship with Supernova**

- 11.1. The Terms are applicable for the full time of your subscription.
- 11.2. Both monthly and yearly subscriptions **are automatically renewable**. You can terminate the automatic renewal by clicking on "**cancel subscription**" button in the workspace administration. In such case, the subscription will terminate on the last day of term for which you have already paid (month / year) and will not continue in the following term. You undertake to pay for the continued use of the Software in accordance with the Payment Terms. You expressly and irrevocably authorize Supernova or third party providing payment services to Supernova to debit your credit or debit card for the settlement of such Supernova's consideration.
- 11.3. The parties may at any time, by sending a notice, terminate the legal agreement embodied in the Terms if the other party has substantially breached any provision of the Terms (or have acted in a manner which clearly shows that the party do not intend to, or is unable to comply with the provisions of the Terms). Substantial breach of the Terms consists in, in particular, but not limited to, breach of terms of use of the Software in Section 7.
- 11.4. Supernova may at any time, by sending a notice, terminate its legal agreement with you embodied in the Terms if (i) Supernova is required to do so by applicable law (for example, where the provision of the Software to you is or becomes unlawful); or (ii) Supernova stops providing the Software to users in the country in which you reside or from which you use the Software.

- 11.5. Nothing in this Section shall affect Supernova's rights according to Section 3. (payment terms), Section 7. (scope of use of Software), Section 8. (rights to contents), Section 10. (personal data), Section 11. (termination of agreement), Section 12. (exclusion of warranties), Section 13. (limitation of liability), Section 14. (prohibited countries), Section 17. (general legal terms) of the Terms.
- 11.6. When your legal agreement with Supernova comes to an end, all of the legal rights, obligations and liabilities that you and Supernova have benefited from, been subject to (or which have accrued over time whilst your legal agreement with Supernova has been in force) and which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 17.5. shall continue to apply to such rights, obligations and liabilities indefinitely.

## **12. Exclusion of Warranties**

- 12.1. From time to time, Supernova may release Software features that are still subject to testing and evaluating and do not represent a final product ("**Prototyping Features**"). These Prototyping Features may be accessed in a special version of the Software called Supernova Beta. As such, Prototyping Features may not be as reliable or available as other parts of the Software and may contain various errors, defects and may be unstable.
- 12.2. The Software is provided "as is" and Supernova, its subsidiaries and affiliates, and its licensors give you no warranty with respect to them.
- 12.3. In particular, Supernova, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that (i) your use of the Software will meet your requirements; (ii) your use of the Software will be uninterrupted, timely, secure or free from error; (iii) any information obtained by you as a result of your use of the Software will be accurate or reliable; and (iv) that defects in the operation or functionality of the Software will be corrected.
- 12.4. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Software except to the extent that they are expressly set out in the Terms.
- 12.5. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.
- 12.6. However, if any issue, incident or technical problem occurs in the Software, or if you have any queries concerning use of the Software, you can contact support desk by sending an e-mail to: [support@supernova.io](mailto:support@supernova.io).

## **13. Limitation of liability**

- 13.1. Nothing in these Terms shall exclude or limit Supernova's liability for losses which may not be lawfully excluded or limited by applicable law.
- 13.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, SUPERNOVA WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THESE TERMS, THE SOFTWARE, MATERIALS, OR THE FAILURE TO PERFORM OUR OBLIGATIONS.
- 13.3. Subject to overall provision in Section 13.1. above, Supernova, its subsidiaries and affiliates, and its licensors shall not be liable to you for any indirect or consequential losses which may be incurred by you. Indirect and consequential losses shall include (i) any loss of profit (whether incurred directly

or indirectly), loss of goodwill or business reputation, or any loss of data suffered by you; (ii) loss or damage which may be incurred by you as a result of (a) any reliance placed by you on the completeness, accuracy or existence of any advertising that appears on the Software; (b) any changes which Supernova may make to the Software, or for any permanent or temporary cessation in the provision of the Software (or any features within the Software); (c) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Software; (d) your failure to provide Supernova with accurate account information; (e) your failure to keep your password or account details secure and confidential.

13.4. The limitations of Supernova's liability to you in Section 13.3. above shall apply whether or not Supernova has been advised of or should have been aware of the possibility of any such losses arising.

13.5. If, notwithstanding with previous clauses of this Section, Supernova shall be held liable for any damages, the liability is limited up to the amount you paid to Supernova for use of the Software within last three months.

#### **14. Prohibited countries**

14.1. The Software is subject to export restrictions by the United States government and may be subject to import restrictions by certain foreign governments. You agree to comply with all applicable export and import laws and regulations in your download of, access to, and use of the Software.

14.2. You hereby warrant that you (1) are not a citizen, national, permanent resident of, or incorporated or organized to do business in, and are not under the control of the governments of any country to which the United States embargoes goods; (2) are eligible under U.S. law to receive the Software, (3) will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Supernova for end-use in or by the countries to which the United States embargoes goods or any citizens, nationals or permanent residents of such countries.

#### **15. Other content**

15.1. The Supernova's website Supernova.io may include hyperlinks to other websites or content or resources. Supernova has no control over any websites or resources which are provided by companies or persons other than Supernova.

15.2. You acknowledge and agree that Supernova is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.

15.3. You acknowledge and agree that Supernova is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources. In addition, you acknowledge and agree that Supernova is not liable for any damage which may be incurred by you as a result of any reliance you may have placed on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

#### **16. Changes to the Terms**

16.1. Supernova reserves the right to amend the Terms at any time. The amended Terms shall be made available to you on Supernova's website and you shall be notified thereof per e-mail. If you do not decline the amended Terms in writing within 14 days after notification, the Terms are deemed to be accepted. If you decline the amended Terms & within the aforesaid period, the declination shall be considered as a notice of termination with 1-month termination period that commences on the day

of declination, unless the parties agree otherwise. In the meantime, the last version of Terms accepted by you shall remain in force.

## **17. General legal terms**

- 17.1. The Terms constitute the whole legal agreement between you and Supernova and govern your use of the Software (excluding any Software which Supernova may provide to you under a separate written agreement), and completely replace any prior agreements between you and Supernova in relation to the Software.
- 17.2. You agree that Supernova may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Software website.
- 17.3. The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.
- 17.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 17.5. The Terms, and your relationship with Supernova under the Terms, shall be governed by law of Delaware. You and Supernova agree to submit to the exclusive jurisdiction of the courts of the Delaware to resolve any legal matters arising from the Terms. Notwithstanding this, you agree that Supernova shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 17.6. Our contact details are:
  - address: Supernova.io INC, with registered office is at 3500 South Dupont Highway, Dover, Delaware 19901, United States, Delaware entity number: 7171181,
  - e-mail address: founders@supernova.io

Effective date: 3.8.2020