

Terms of Use [www.easy-plan.net](http://www.easy-plan.net)

Last revised: 10 of February 2024

L.A Easy-Plan Platform LTD.

Stylianou Lena Agios Therapon Limassol ,Cyprus ,4711

### General terms

These terms of use (hereinafter: "the Terms") constitute a legally binding agreement (hereinafter: "the Agreement") between anyone who uses the services of this Website as an individual and as a representative of a company (hereinafter: "the Client") and L.A Easyplan platform LTD. (hereinafter: "the Operator"), which offers this website that enables various businesses to automate their business processes in relation to their end customers, their employees and partners through the Easy Plan website located at the link [www.easy-plan.net](http://www.easy-plan.net) (hereinafter: "the Website". For the sake of caution, "the Website" in these Terms includes "the Operator", unless explicitly stated otherwise). The Terms govern your use of the Website services made available to you on or through the Website or otherwise.

By clicking "I Accept" you acknowledge and agree that you will be bound by and will comply with these Terms as an individual or as a company represented by the person agreed with these Terms by clicking "I Accept", and you accept that these Terms can be updated and amended from time to time. By registering for an Easy-Plan Account, accessing the Website and/or using the Easy-Plan Services, you agree that you have read and understood these Terms, together with any additional documents or terms referred to in these Terms. The use of the Website and the publication of business's accounts and services through it are subject to these Terms, and it will be considered binding even if not actually signed.

These Terms are supplemented by the privacy policy, which is also applied to any users and visitor of the Website along with the rest of the terms detailed on relevant pages of the Website, applicable and with the necessary changes, all as long as there is no clause in these Terms that contradicts them. If applicable, another integral addition to these Terms is the specific additional agreement that could be made between the Operator and the Client using the Website services in case of the specific requirements or conditions that both parties agree and that are not listed in these Terms or both parties agreed to amend (hereinafter: "the Additional Agreement").

This Agreement uses the masculine form only due to the limitations of the language and it should be read according to the gender of the person who reads and accepts it.

1. **The Service.** The website is designed to assist organisations and businesses that operate groups of participants and various activities (such as gyms, camps, schools, clubs, transportation companies etc.) to manage their business processes related to end customers who use their services (hereinafter: "End Customers"), to their employees and partners (hereinafter: "Business Users"), monitor and improve their back office and on-site activity management at a price as detailed in the service package selected from the Appendix A to these Terms or specified in the Additional agreement.

Among the services that the Website offers or may offer by request as additional services are the following:

- 1.1. The management of End Customers's activity on the Website, including their registration in the Website, booking of the services, booking amendments and debts monitoring, End Customer's profile details (like personal details, health status and specific details related to the activity)
- 1.2. The management of the business processes, such as the creation of the services to be offered through the Website, managing the reservations for them, changes and cancellations, activities schedule, groups of participants, the management of the team etc.
- 1.3. Management of access and permissions for the different users related to each business registered in the Website
- 1.4. Management of the billing system against the End Customers, including tracking and automation, creating and managing accounts, and managing and documenting forms of the End Customers
- 1.5. Management of virtual sales systems and commerce in the clients' services and products, including an additional targeted advertising platforms
- 1.6. Payment processing for services through third-party platforms such as "Stripe", "Meshulam" or others
- 1.7. Creation of various reports for the client (regarding their End Customers, their revenues, their activities, etc.)
- 1.8. Statistical tracking of the End Customers's activity in the Website or the client's services

2. **Client-Requested Developments.** The services will include, as explicitly agreed, services that involve customising the Website's platform to the specific requirements of a client. However, it is important to emphasise that the Website is not obligated to meet all the Client's requests, but only as specifically agreed between them.

Should specific components ("features") be developed at the request of the Client, the Client shall enjoy the right to use those components in accordance with the terms of their development. Nevertheless, the Client authorises the website to use any development made for them for other clients (all or some of them) at the Website's discretion and without the need for any consent or payment of any fee. All copyright rights in any creation, development, idea, improvement, or other product created as a result of the Client's order and corresponding payment will be the sole and full property of the Website only. For clarity, the Client hereby waives all his rights (except for the right to use in accordance with the Website's Terms) in any such development to the Website Operator. The costs of the developments and other services, as well as the terms of their payment, shall be detailed in the Additional agreement between the Operator and the Client

3. **Responsibility Solely on the Client.** The Website serves as a tool for the Client in relation to their End Customers, subject to the interface that exists at any given time and the Website's Terms of Use. However, full responsibility for the service and its content will always rest solely on the Client, and not on the Website. If the service does not meet the Client's needs or requirements, or if there are errors in it, the Client should not continue to use the Website. Continued use of the Website implies that the Client agrees that they will be the sole party responsible as mentioned, and will have no claim against the Website (and of course, its operator).

4. **Licence for Use by the Client.** The Website hereby grants the Client (subject to the fulfilment of all provisions of these Terms of use, the Privacy policy, the payment terms, and

other relevant documents for the service as published on the website (collectively referred to in this clause as "the Agreements")) a limited, personal, revocable, non-exclusive, non-transferable, and time-limited licence to use the Website in accordance with its interface only. By agreeing to the Terms of use, the Client declares and undertakes that they are authorised to bind themselves or the business in which they operate under this Terms, acting on behalf of a legal entity authorised to engage with the Operator and to receive the licence in accordance with the Agreements.

5. **The Client's Information and Content.** The client shall be solely responsible for entering any information, data, or other content they wish to be displayed and/or used in relation to their End Customers within the framework of the Website (hereinafter: "Client's Content"). The Client commits that if they upload such and other contents to the Website, they will fully comply with them in relation to their End Customers, and if they do not do so, it will be their sole responsibility.

6. **Collection of Money from End Customers.** It will, of course, be the sole responsibility of the Client to collect money from their End Customers. The Website will serve only as a platform that assists in this collection, but will not be responsible for its actual execution since the Website itself utilises third-party platforms and external collection services. The Website is not a party to the transfer of money, its holding, or its collection. Please note, any issue related to malfunctions, information security, privacy matters, or any other issue involved in the transfer of money will be the sole responsibility of the payment processing company, and the Website will bear no responsibility related thereto. The Website will operate in such a way that when a new End Customer connects to the Client's services, the Website will be responsible for creating a link between the End Customer and the relevant payment platform at any given time. It is also recommended to examine all the options provided by the relevant payment processing platform, so that you can use whichever you wish and make things easier for yourself.

7. **The Website's Intervention in the Client's Content – Possible, But Not Mandatory.** The Website is entitled, at its sole discretion (but is not obliged and does not commit to perform initiated monitoring actions), to remove at any time and without prior notice, any content from the Client's Content including, but not limited to: (1) in cases where a complaint is received by the Website (from End Customers or any third party) regarding such and other contents; (2) provision of defective services or products in any way by the Client to their End Customers; (3) infringement of copyright or other intellectual property rights by the Client; (4) operational difficulties of the Client including interruption (temporary or permanent cessation of operations, dissolution, or bankruptcy, etc.); or (5) when the Website, at its sole discretion, has decided that the Client does not meet the standards it has set, under these Terms, and/or the privacy policy on the Website

8. **The Right to Change the Website, Services, Information, and Content.** The Website reserves the right, at its sole discretion, to improve, delete, edit, and change contents (including the Client's Content, subject to giving notice to the Client), pages, graphical interfaces, and any element of the contents or design of the Website. It also reserves the right to supervise, inspect, remove, block, restrict, and/or allow access to information, advertisements, content, and/or the use of tools and/or products related to the Website, to impose specific conditions and/or to revoke the right to use the Website from any of its users. The Client shall have no claim regarding such a change and will not be entitled to any remedy, except for the decision to cease operations on the Website and receive a refund for the money paid for the period after the termination of the engagement with the Website, offset by any debt of the Client to the Website.

9. **The Website does not commit to continuing to offer all or part of the services currently available on it.** It is important to clarify that the provision of a particular service on the Website does not imply a commitment to offer that service over time. The Website reserves the right to cancel any such service or a number of services at any time, or even decide to cease the Website's operations entirely, all at its discretion. All this, subject to the condition that if this occurs, the website will act to refund payments for the period not yet utilised by the Client (or refrain from collecting them, as applicable) after deducting any debt, expense, or fee to which the Website is entitled.

10. **Absence of Representations and Waiver of Claims.** The Client clarifies that the Website and its services are offered to them "as is" without any representation or commitment, and they waive in advance any claim, demand, and/or lawsuit that may arise in any way due to their use of the Website or in relation to claims of their End Customers.

11. **Responsibility for the Client's Account, Access to It, and Actions Taken Within It Lies Solely with the Client.** The Client must keep their account details and access to it secure and confidential, avoid giving others access to their account, and will be solely responsible for all activity in their account, even if done by third parties or without their authorization.

12. **The Client Grants the Website a License to Use Their Details and Content.** The Client hereby irrevocably and unconditionally authorises the Website to publish all their details, data related to them, their image, Client's Content, and any other detail found on the Website in any media as part of the Website's own advertising. The Client declares that all of the Client's Content (including images, marketing information, full name, logo, trademarks, various data, and information of any kind) is fully owned by the Client, that the client holds all intellectual property rights in them, is entitled to publish them, and also to allow the Website to publish them in accordance with these Terms and that any third-party claim regarding them is the sole responsibility of the Client.

13. **Blocking Access to the Client's Account.** The Website may, at its sole discretion and for any reason, refuse to approve the opening of an account, block, prevent, remove any advertisement of the Client or all of the Client's advertisements, and also cancel the client's access to the Website, including but not limited to the following cases:

- 13.1. Committing an act or omission that harms or may harm the Website, its users, other businesses, and/or any third parties;
- 13.2. Intentionally providing false information;
- 13.3. Violating the Terms (as defined above) in any way;
- 13.4. Using the Website's services to perform, assist, encourage, and/or attempt to perform - any indecent, illegal, harmful, damaging act, or an act that appears on its face to be such;
- 13.5. Delinquency in payments for the provided service;
- 13.6. Any other reason at the discretion of the website;

14. **The Sole Remedy in Case of Access Blocking.** In any case of the Client being blocked, the only remedy available to them will be the refund of all the money they paid to the Website for the period after the date of blocking. The Client declares and confirms that the Website is entitled to deduct from this amount any sum of damage or expense of any kind, that was caused to it or anyone on its behalf in connection with the Client's activities.

15. **The Right of Use – Personal.** The right to use the Website is personal to the Client and cannot be transferred to any third party.

16. **The Service Package.** The Client acknowledges that their use and that of their End Customers of the Website is limited in accordance with the service package they have

chosen and the scope of services it allows. The Website reserves the right to update the terms of the service packages offered and their prices from time to time. Additionally, the Website is entitled (but not obligated) to monitor the Client's activity level on the Website in order to tailor an optimal service package for them and is entitled not to provide services that exceed the selected package for which payment has been made.

### Payment and Payment Terms

17. **The Price and the Terms of Payment.** The customer will pay to the Website the amount specified in the service package selected from the Appendix A to these Terms or specified in the Additional agreement and in accordance with the payment terms specified there.

18. **Client's Details.** The Client undertakes that the details appearing in the Additional agreement and in this Website will be accurate, correct, not misleading, comply with all laws, and will be updated by him as necessary from time to time. The responsibility for updating the details lies solely on the Client.

19. **Transfer of Payments to the Client when money is collected through the Website.** If the client makes a sale through the Website, the funds will be directly transferred to them via the external payment processing platform, and the Website does not take any part in the transfer, its conditions, or the fees deducted from it. It is clarified that if there are different processes and options in the payment processing platforms, they should be directly coordinated at the time of processing the transaction, and the Website does not play a part in this process.

20. **Payment is Essential.** The execution of payment by the Client to the Website according to the selected package or the approved quote is essential and must be ensured to be made in full. Non payment will constitute a breach of this agreement, and a delay exceeding 5 days will be considered a fundamental breach of this agreement.

21. **Duration of the Agreement.** The Terms shall be effective from the date of its approval and the execution of payment according to it, and will expire at the end of each relevant calendar year. The Terms shall automatically renew without the need for prior notice at the end of each calendar year, for an additional calendar year, as long as a termination notice is not given by either party to the other starting from December 1st and no later than December 21st of each calendar year (hereinafter: "the Advance Notice Period"). The Website's notices will be delivered via email/WhatsApp and the Client's notices will be delivered via email/WhatsApp.

21.1. It is clarified that the foregoing in this clause shall not detract from the Website's right, at its sole discretion, to terminate the Agreement without any prior notice:

21.1.1. In the case where, in the Website's opinion, the Client, or anyone on their behalf, commits a fundamental breach of the Terms;

21.1.2. If the Client, or anyone on their behalf, misuses and/or unlawfully uses the Website and/or service and/or in relation to any of the End Customers;

21.1.3. In any other case where the Website decides to do so based on its own considerations

22. **Charge if the Agreement is cancelled during the year outside the Advance Notice Period.** Since the Website relies on third parties and other long-term engagements in providing its services, the Client understands and is aware that the Website's offer is a

discounted one, based on the Client's commitment to purchase the Website's services for a full calendar year. Therefore, the Client will be entitled to give a cancellation notice during any calendar year, which must be sent in writing to [easy1plan@gmail.com](mailto:easy1plan@gmail.com) at least thirty (30) days in advance. Such a cancellation notice (not given in the Advance Notice Period mentioned above, but before or after it) will allow the Website to use the payment details provided by the client in order to charge the Client an additional amount of twenty-five percent (25%) of the sums that the client would have had to pay to the Website during the calendar year in which the cancellation notice was given.

23. **Refund of Unused Subscription Fees.** In the event that the Agreement is terminated by the Website during the subscription period and not with prior notice, the Website will refund the Client the full payment pertaining to the unused portion of the subscription period. The Client will also be entitled to transfer all the data and details located in their account (including those of their End Customers) from the Website (subject to all other provisions mentioned above).

24. **Continuation of Performance After Termination.** The termination of the Agreement (by either the Website or the Client) will not detract from the Client's obligation to continue providing their End Customers with the services and/or products to which they have already committed through the use of the Website.

25. **Data will not be Retained after Termination of the Agreement.** Upon termination of the Agreement by either party, the Website will have no obligation to retain the Client's account details, the details of their End Customers, or any other information related to the client or any of their End Customers.

#### Client Declarations

26. **The Client is a duly Authorised Business.** Upon registering for the Website, the Client's business, private limited company, or any other legal entity authorised to conduct its business in the country of its legal registration (with an address in the country, referred as the country of its legal registration) and to provide the services it offers to its End Customers, complies with all legal and regulatory requirements, employs professional and skilled personnel, and has obtained all the necessary approvals, permits, and licences required for management of its business.

27. **There is no legal or regulatory obstacle preventing the Client from using the Website** for their various services.

28. **All contents** (including data, End Customer data and any other information or creations) uploaded or stored on the Website are and will be solely owned by them (or under a licence that allows their uploading to the Website and the licence they grant to the Website) and will not in any way constitute a breach of any third-party right, including but not limited to copyright infringement, the right to privacy, the right to a good name and the like.

29. **The information provided to the Website and to the End Customers** will be complete, correct, accurate, and up-to-date, and will be updated at all relevant times.

30. **The person approving this Agreement** is the authorised representative on behalf of the Client to approve and bind it.

31. **The Client acknowledges and agrees that the Website's activity with personal information collected through the system** (both the information relating to them and that relating to the End Customers) does not constitute and will not be a database owner or holder (as defined in the Privacy Protection Law, 1981) and that the provisions of the law and/or regulations in this matter do not apply to it. The Client is the sole owner and holder of the database. All responsibility related to personal information, its holding, consent for its

transfer, its content, sensitivity, legality, processing, etc., will be solely that of the Client, and the Website will bear no responsibility in this regard. The client commits to comply with all privacy protection laws and regulations and will not raise any claim as mentioned against the Website in any way or for any reason.

#### Client's Obligations

32. **Client's Representations are Accurate and will Remain Updated.** All of the Client's representations, both in this Agreement and towards the End Customers, including details about themselves, training, products, and services, as well as all the details given to the Operator as valid Client's details, are accurate, complete, and will remain accurate throughout the duration of the Agreement, unless explicitly changed by the client.

33. **Services will be Provided at the Highest Level.** The Client commits to provide their services at the highest level and without any negative discrimination or harm to any of their End Customers.

34. **The Client and Their Trainees are Insured.** The Client declares that they (and their End Customers) are fully and appropriately insured for all insurances required in relation to the businesses they manage and the services they provide. They acknowledge that any damage (direct or indirect) caused to any of their End Customers will be their full and exclusive responsibility. The Client also commits to indemnify the Website for any damage, expense, and/or other charge that may be incurred in connection with the Client's activities, their content, and/or claims and lawsuits from End Customers and any third party.

35. **Prohibition of Advertisements.** The Client is prohibited from using the Website to advertise any service that is not included in the services they themselves provide as detailed in the introduction to this Agreement and included in the package they have selected. The website is entitled to remove and stop such unauthorised use, and the Client shall have no claim regarding this.

36. **Messages to End Customers will be sent in Accordance with the Law.** Since Clients on the Website are allowed to send updates and messages to their End Customers, and the Website only facilitates the sending but does not monitor or interfere with the content of the messages, the Client commits that every message or communication sent in any way to their End Customers via or with the assistance of the Website will comply with legal requirements, will not constitute prohibited advertising (but will be in accordance with and subject to legal provisions), and that all will be sent only after obtaining and documenting explicit consent from the end customers by the Client.

37. **Prohibited Actions.** Without detracting from the generality of the foregoing and what follows, the following actions are absolutely prohibited, and the Client bears exclusive responsibility for the consequences of their actions:

37.1. Posting or publishing content contrary to any law, directive, or instruction, that constitutes a basis for a civil claim or criminal complaint/accusation against the Website or any third party, or in any way harms the website and/or any third party or causes it;

37.2. Posting or publishing illegal content, encouraging illegal activities, racist, inciting, violent, discriminatory, creating fraud, or likely to cause damage, harassment, deception, or other harm to any third party;

37.3. Posting or publishing content that constitutes or may constitute defamation, damaging the reputation of other third parties, their businesses, or constituting plagiarism;

- 37.4. Any action within the Website that does not constitute reasonable and proper use, or is prohibited by this Agreement, Terms of use, Privacy Policy, or any other relevant document, including but not limited to - a prohibition on advertising any third party through the Client's account;
- 37.5. Posting or publishing content that advertises gambling, tobacco, alcohol, drugs, or any other product contrary to law and/or any other field prohibited by the Website from time to time;
- 37.6. Posting or publishing content that could impose legal liability on the Website and anyone on its behalf, interfere with the Website's proper operation, overload the website or any part or service therein, or harm the Website, its reputation, or the user experience in any way;
- 37.7. Posting or publishing sexual content, content with sexual connotations, pornographic, or otherwise offensive material;
- 37.8. Posting or publishing content that impersonates another person or business, or posting content on behalf of someone else;
- 37.9. Violating the privacy rights of any third party, including disclosing information and publishing identifying details of a third party without prior consent;
- 37.10. Collecting any information about End Customers on the Website (other than collecting details about End Customers who voluntarily provided such details to the Client and consented to it);
- 37.11. Posting content (and any link to such content) where a third party has rights and prior consent from such third party has not been obtained for such action, or which would breach any duty of confidentiality or any other form of protection;
- 37.12. Violating any intellectual property right (such as trademarks (registered or not), copyright, or any other right);
- 37.13. Posting or displaying inaccurate, outdated information, or information that is misleading or untrue;
- 37.14. Introducing computer code, software, or applications that contain viruses, spyware, and other malicious software (such as Trojan horses, worms, and other malware);
- 37.15. Copying translating, adapting, selling, modifying, processing, disassembling, or recompiling any component, design, or content used in the Website or any part of the code that constitutes the Website;
- 37.16. Scanning the Website automatically or manually, including any retrieval and/or data mining and creating any index from the information contained therein;
- 37.17. Any use of the Website, data, or content from the Website, other than using the service for the purposes defined in the Terms of Use.
- 37.18. Deleting details or marks of exclusivity, property rights, intellectual property rights, content origin, from any content on and/or published on the Website
- 37.19. Creating automatic accounts or accounts not owned by the Client;
- 37.20. Sending "spam" (advertising or unsolicited messages) to users on the Website, both within the Website and outside of it;

#### Limitation of Liability



38. **The Website is Provided "As Is" Without Representations or Warranties.** The Website is provided as is ("AS-IS") without any representations or commitments. The Website does not guarantee that it will be free from errors or defects of any kind.

39. **The Absence of Responsibility of the Website for any damage to Customers and End Users.** For the avoidance of doubt, it is clarified that the Website does not provide services to End Customers. Its role is to serve as a platform for advertising, communication, and the provision of services from its Clients to end users. Therefore, the Website, its operators, and anyone on their behalf will not be responsible (to Customers, End Users, or any other third party) for any direct, indirect, punitive, incidental, special, consequential, or any other type of damage (including but not limited to data loss, loss of profits, loss of business, etc.), whether in a tort, contract, or otherwise (including claims and allegations due to malfunction and/or damage to the Website or any of its components or services, its contents, use, or any other malfunction occurring within its scope).

40. **Interpretation of the Website's Liability in a limited manner.** To the extent that the law does not allow the limitation of liability by the Website as stated above, this agreement should be interpreted in the most limited way possible regarding the Website's liability, to the extent permitted, and in any case, the financial liability of the Website for any damage and/or expense of any kind shall not exceed the amount paid by the specific Client to the Website during the six (6) months prior to the occurrence of the damage and not beyond that.

41. **Responsibility towards End Customers is solely yours.** For the avoidance of doubt, it is clarified that the Website shall not have any liability towards any End Customer in relation to any malfunction that occurred on the Website and/or its use and/or any of the content therein. Any such liability shall be exclusively on the Client and not on the Website, even if the Website is used for the same service, and a malfunction occurs on the Website itself.

42. **No commitment to continuous, proper, or error-free functioning.** It is clarified that the Website cannot commit and does not commit to such a functioning or structure and to continuous and error-free operation, whether arising from severe material failure, software malfunction, communication failure in accessing the Website, server malfunctions, or any other similar malfunction. The Website does not commit to continuous operation in any scope. Various malfunctions (such as internet malfunctions, service malfunctions, malfunctions in accessing the internet or the Website, as well as viruses or other malfunctions on the Website) may occur and may cause disruptions, for which the Website bears no responsibility.

43. **The Website does not Commit to Intervening in the Content of the Client or other Content Providers.** The exclusive responsibility lies with the Client or the content provider. The Website does not interfere with the content uploaded to it. Such content is uploaded by its Clients and is solely their exclusive responsibility. The Client is solely responsible for ensuring that all content uploaded to the Website by them is accurate, up-to-date, not misleading, and complies with all laws or agreements, and should update it as needed.

44. **There is No Responsibility for the Adaptation of the Website and its Services to Client's needs.** Please note that the Website or any of the services offered on it may not suit Client's needs in any way. In such a case, the Client shall contact the Operator, and the Operator may cancel the subscription purchased by the Client without charging any fees beyond the actual cancellation date. However, there is no obligation to cancel any subscription as stated, and the responsibility for the purchase of the subscription is solely on the Client.

45. **Reasonable Security Measures, without Liability.** The Website employs organisational and technological security measures that are good and accepted according to its discretion. For example, the Website uses encryption and protection of information flow from the Website's servers to end-user devices. However, it is impossible to prevent breaches or other disruptions to the Website's operation. The Website will not be responsible for any damage caused to users due to any data breach or disruption to the Website.

46. Despite the aforementioned in this Agreement, the Website undertakes that in the event of significant malfunctions disrupting the Website's operation (in a way that entirely disrupts the Website's operation or a substantial part thereof), they will be promptly addressed upon their discovery or notification, communicated through email to [easy1plan@gmail.com](mailto:easy1plan@gmail.com).

47. **No Commitment to Content Monitoring.** The Website does not commit to monitoring and/or checking the content uploaded to it, although it has the right (but is not obligated) to supervise the use of the Website and its content.

48. **The Sole Remedy for any Claim – Cessation of the Use of the Services on the Website.** In the event that the Client is dissatisfied with any service or component on the Website and/or the provisions of this Agreement, the sole and exclusive remedy available is to cease using the Website. The Client hereby waives any additional claims and/or demands against the site and anyone acting on its behalf.

49. **Compensation in Case of Legal or Contractual Breach on Client's part.** The Client undertakes to compensate the Website, its operators, and/or anyone acting on their behalf for any damage, loss, loss of profit, payment, or expense incurred by them – including attorney fees and legal expenses – due to a breach of these Terms of Use or any other terms related to the Website.

#### Intellectual Property

50. **Rights – to the Website.** All intellectual property rights related to the Website, its services, the documents attached to it, and its associated trademarks (including but not limited to copyright, trademarks, trade secrets, logos, moral rights, business secrets, ideas, customer lists and details of the Website, etc., whether existing or future, whether protected by registration or not) are and shall remain in the full and exclusive ownership of the Website or are hereby transferred to it (as applicable). The use of the Website does not grant the Client any intellectual property rights whatsoever in any of the components, contents, and/or rights mentioned above, except for the limited right to use the service for the duration of the Agreement, as explicitly detailed in this Agreement. This agreement does not grant the Client any rights not explicitly granted herein.

51. **The Client grants a licence to the Website.** The Client hereby grants the Website, without any additional consideration, a non-revocable and unconditional licence:

51.1. To publish any content and/or information uploaded to the Website in the field designated for public disclosure

51.2. To mention its name and/or display its logo, as a Client of the Website and/or the service, and to use them for the purpose of advertising and/or promoting the Website, the service, and/or any other service provided by the Website and anyone on its behalf, on the Website and/or in any other way, at the sole discretion of the Website. This includes in print media, digital media, including on websites, in digital archives, and in services provided on various

communication networks, including search services and location-based services, or in any other way the Website deems appropriate, according to its sole discretion.

- 51.3. To use (including editing, correcting, deleting, adding, copying, creating a derivative work, making available to the public, broadcasting, public performance, etc.) any data, information, content, and/or work uploaded by him to the Website, at the sole discretion of the Website, even if it involves commercial use in every respect and even after such contents or works have been deleted from the Website.

#### Confidentiality

52. **The Website undertakes**, upon signing this Agreement, to maintain confidentiality (subject to technical or other failures beyond its exclusive control) regarding the customer list of the Client.

53. **The Client undertakes** upon signing this Agreement to maintain absolute confidentiality of all information conveyed to him by the Website, including documents of any kind, the Website's operating methods, interface components, design, and the like, as well as the content of this Agreement. The Client commits not to disclose any of these (whether orally or in writing) to any third party without the Website's explicit and written consent.

54. **Important:** The information about End Customers is accessible to the Website Operator but is not disclosed to any third party. Please note that the information about End Customers is stored exclusively by you, with reliable and external cloud services that the Website uses. In addition, this information is not disclosed to any of the Website's Clients or Businesses using it, but remains for the use of each specific Client only. In any case, this information is stored in an encrypted manner. This information will also not be used by the Website Operator for purposes such as advertising or selling it to third parties. It is important to note that if access to the information is needed for support of the Website's operations, troubleshooting, responding to Client inquiries or End Customers, etc. – the access will not be restricted for the Website Operator or anyone on their behalf, but will be used solely for the required purposes.

#### General

55. **Change of the Terms.** The Website reserves the exclusive right, at any time and at its sole discretion, to change any of the terms governing the use of the Website for any reason, without any prior notice, including to revise, add, reduce, replace, and cancel any terms. Such changes may cause inconvenience to the Client or End Customers, but this shall not be considered a breach of the Agreement and there shall be no claim and/or lawsuit in this regard. If the Client continues to use the Website after the change of the Terms, they will apply to him directly, as they will be after the changes. If the Client does not agree to the change of the Terms, he shall notify the Website, and the engagement with the Website will be terminated and the money paid for the period after such termination will be refunded.

56. **This Agreement is the Sole Agreement.** This agreement nullifies any previous agreement, consent, document, proposal, or notice between the parties, and is the sole governing Agreement for all matters and issues. Any change to this Agreement will be made in writing, with the signatures of both the client and the company, and any change not made in accordance with the aforementioned shall have no validity towards the parties.

57. **Clauses Effective After Termination.** Clauses 3, 4, 6, 10, 11, 12, 15, 16, 17, 18, 20, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 50 and 51 of this Agreement shall remain in effect and continue to apply even after its termination or cancellation for any reason.

58. **Transfer and Use of Information.** The Website shall be entitled to transfer the Client's details and any other element related to him or his activities on the Website (including the operation of the Website itself and the services therein, as well as all End Customers and their details) to any other party in the event of selling its business (in whole or in part), selling the Website's operations, selling the information database held by the Website, receiving an order from an appropriate authority or a court order, and in any other case where the Website so determines, at its sole discretion.

59. **Prohibition of Assignment of the Agreement by the Client.** The Client commits not to assign this Agreement, any part of it, or any of the rights arising from it, to any third party.

60. **Inaction Does Not Imply Waiver.** Lack of response and/or refraining from taking action and/or exercising any right and/or granting any extension, shall not be considered or interpreted as a waiver and/or as an implied agreement and/or as a new agreement and/or as creating estoppel against any of the parties to this Agreement due to behaviour or otherwise in their relations.

61. **Exclusive Jurisdiction of Cyprus.** The competent courts in Cyprus shall have exclusive jurisdiction to hear any matter arising from this Agreement and all its terms, including their interpretation, enforcement, breach, and/or cancellation.

62. **Notices.** A notice by one party to the other sent by registered mail according to the Client's address as detailed in the introduction to the agreement and according to the Website's address detailed in the introduction to these Terms, shall be deemed received by the addressee 72 hours after its delivery to the post office for sending by registered mail and if sent by facsimile - immediately upon receipt of written confirmation of the proper receipt of the facsimile notice by the addressee.

## Appendix A

### Costs and Terms of Developments and Services

1. Upon receiving a request from the Client to the Website to perform a specific development of a module, including adapting an existing module to the Client's requests, the Website will provide the Client with a price offer that is only an estimate and not binding. It is clarified that the actual development may significantly differ from the price offer. The Client acknowledges that they will have no claim or demand against the Website even if the actual development is substantially different from the offer, provided that the Website informs the Client as soon as possible with a clear notice about the changes in the scope of the expected development, immediately as they become known to the Website.
2. The development hourly rate in the Website's proposal will be ninety-five euros (95€) per hour.
3. The cost of setting up a client card on the site will be 750€ and will include Personal guidance in profiling the Client's business at the Website's:
  - 3.1. Implementation of the logo, business name, and details on the Client's profile on the Website;
  - 3.2. Personal guidance not exceeding three (3) hours to be coordinated between the Client and the Website, which will include training on how to operate the Website and its interfaces and creating event cards (such as courses and camps);
  - 3.3. Integration of a third party payment system software that the Client is working with.
  - 3.4. Receiving additional requests from the Client, presenting a preliminary price offer (development works in the price offer will be priced at a cost of ninety-five euros (95€) per hour) and executing it. In the price offer, the Website will present the amount the Client must pay as an advance, and upon the principal completion of the order, the remainder of the amount will be paid according to the Website's report on the actual hours accrued. The report will be sent to the Client's email, and payment will be made no later than five (5) business days from the date of the report's delivery.
4. The monthly cost will be one hundred and seventy-five euros (175€) per month provided that the purchase is made as part of a commitment for a year that is non-cancellable (to be paid in full and in advance) and will include the following services:
  - 4.1. Remote storage and backup with a reliable provider ('in the cloud');
  - 4.2. Ongoing maintenance, releasing new versions, and troubleshooting, all according to the Website's discretion and schedule (except for Website-disabling malfunctions, which will be addressed no later than three (3) business days from the notification of the malfunction);
  - 4.3. The Client will be entitled to enable the registration to his account of up to three thousands (3,000) End Customers. If a larger number of End Customers is requested to be registered, it will be possible but will come at an additional cost of 10€ for each additional 3000 users;
  - 4.4. There will be no limitation on the number of activities the Client can associate with his account, provided they are his activities and not those of others;
  - 4.5. The customer service will be conducted remotely via instant messaging software such as WhatsApp or any other technique chosen by the Website,

within the regular working hours according to the pricing and on the schedule determined by the Website solely;

5. The moment the Client approves one of the service packages detailed below or in the Additional Agreement or the offer received from the Website, the attached price will be binding and will apply to the Client's order, even if the Website changes, lowers, or raises it in the future. It is clarified that even if the package purchased by the client is not fully utilised (especially in the case where the package's utilisation period has ended), it does not obligate the Website to refund any of the payments.
6. It is clarified that the period of use of the Website will be calculated in full calendar months, even if the Client actually utilised only a few days of a full calendar month.
7. Upon providing billing details (such as a credit card or any other billing method), the Client agrees that the details of the billing method will be retained in full by the Website until after the end of the engagement. The Website will delete these details no later than sixty (60) days from the end of the engagement, and in subsequent engagements, the Client will need to enter new details, even if they are identical to the current ones.