

SOFTWARE LICENSE AGREEMENT

Last Updated: [03/31/2025]

This Software License Agreement (the "**Agreement**") is made and entered into by and between:

1. **L.A Easy-Plan Platform LTD.** (the "**Licensor**"), a company registered in Cyprus, with its address at Stylianou Lena Agios Therapon, Limassol, Cyprus, 4711; and
2. **The Licensee** (the "**Licensee**"), an individual or entity accessing and using the Easy-Plan Platform (the "**Software**").

By accessing or using the Software, the Licensee agrees to the terms and conditions set forth in this Agreement.

1. Definitions

- 1.1. "**Software**" refers to the Easy-Plan platform and all related components, including but not limited to user interfaces, functionality, and underlying code.
 - 1.2. "**License**" means the limited, non-exclusive, non-transferable, revocable right to use the Software.
 - 1.3. "**Confidential Information**" refers to all non-public information disclosed by either party in connection with this Agreement.
 - 1.4. "**End Customer**" means any customer or user of the Licensee's services who interacts with the Software.
 - 1.5. "**Payment Provider**" refers to third-party payment processing services, such as Stripe or grow or hyp or any payment integrated with the Software.
 - 1.6. "**Applicable Law**" means the laws, regulations, and guidelines governing business operations in Cyprus, including but not limited to **The Cyprus Electronic Commerce Law, The Data Protection Law (Law 125(I)/2018), The Consumer Protection Law, The Regulation of Electronic Communications and Postal Services Law (112(I)/2004), and The Intellectual Property Rights Law.**
2. This Agreement constitute a legally binding agreement between anyone who uses the services of this Website as an individual and as a representative of a company - Licensee and L.A Easy-Plan Platform LTD., 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 (hereinafter: "**the Website**"). For the sake of caution, "the Website" in these Terms includes "the Licensor" unless

explicitly stated otherwise. The Agreement governs your use of the Website services made available to you on or through the Website or otherwise.

3. This Agreement is supplemented by the privacy policy, which is also applied to any users and visitors 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 this Agreement that contradicts them. If applicable, another integral addition to this Agreement is the specific additional agreement that could be made between the Licensor and the Licensee using the Website services in case of specific requirements or conditions that both parties agree to and that are not listed in this Agreement or both parties agreed to amend (hereinafter: "**the Additional Agreement**").

4. Subscription and Termination Policy

- 4.1. **Subscription Period:** The Licensee subscribes to the Software for a minimum period of **12 months**, which automatically renews unless a termination notice is given in accordance with this Agreement.
- 4.2. **Termination Notice:** The Licensee must provide at least **30 days' written notice** prior to the renewal date to cancel their subscription. Cancellation requests must be submitted to the Licensor in writing via email to [office@easy-plan.net].
- 4.3. **Early Termination Fee:** If the Licensee terminates this Agreement before the expiration of the subscription period, the Licensee shall be liable to pay a **cancellation fee equivalent to 50% of the remaining unpaid subscription fees** for the full term.
- 4.4. **Non-Payment Consequences:** In the event of a missed payment, the Licensor reserves the right to immediately suspend or terminate the Licensee's access to the Software without further notice. If the Licensee fails to remedy the non-payment within **10 days**, all stored data, including End Customer data, may be permanently deleted at the discretion of the Licensor.
- 4.5. **No Refund Policy:** All fees paid to the Licensor are non-refundable under any circumstances, including but not limited to unused portions of the subscription period or dissatisfaction with the Software.
- 4.6. **Data Retention After Termination:** Upon termination of this Agreement, the Licensee will lose access to all data stored on the Software. The Licensor is under no obligation to retain any Licensee data beyond **30 days** after the termination date.

5. Scope of Services

The Website and/or the software offers or may offer, upon request, the following services:

- 5.1. End Customer Management: This includes user registration, service booking, booking modifications, debt monitoring, and the maintenance of user profiles (including personal information, health data, and other activity-related details).
- 5.2. Business Process Management: This includes service creation, reservation handling, schedule management, participant group management, and team administration.
- 5.3. Access and Permissions Management: Assigning different access levels to business users registered on the Website.
- 5.4. Billing and Invoicing System: Tracking transactions, automating billing, and managing customer accounts and documentation.
- 5.5. Virtual Sales and Commerce Management: Providing a platform for selling services and products, including targeted advertising features.
- 5.6. Payment Processing Integration: The Website facilitates transactions through third-party payment providers such as Stripe, Meshulam, or others.
- 5.7. Reporting and Analytics: Generating various reports regarding user activity, revenue, and other business metrics.
- 5.8. Statistical Tracking: Monitoring user engagement and activity within the Website to enhance operational efficiency.

6. Licensee-Requested Developments

- 6.1. The Licensor may, at its sole discretion, offer customized modifications or feature developments based on specific Licensee requests. However, the Licensor is under no obligation to implement such requests unless explicitly agreed upon.
- 6.2. If a Licensee requests the development of specific features, the Licensor shall have the right to use such features under the terms set forth in this Agreement. However, the Licensor retains the right to use, modify, and distribute any developed feature for other Licensees without requiring further authorization or compensation to the original requesting Licensee.
- 6.3. All intellectual property rights, including but not limited to copyrights, in any custom development requested and paid for by the Licensee shall belong exclusively to the Licensor. By agreeing to these Terms, the Licensee explicitly waives any claim to ownership rights in any custom developments except for the right to use them as outlined in this Agreement.
- 6.4. The costs and payment terms for custom developments shall be detailed in a separate Additional Agreement between the Licensor and the Licensee.

7. Licensee Responsibility

- 7.1. The Website and the software serves solely as a tool for facilitating transactions and interactions between Licensees and their End Customers. Full responsibility for the services provided, content uploaded, and interactions with End Customers remains solely with the Licensee.
- 7.2. The Licensee acknowledges that if the service provided does not meet their requirements or contains errors, they should cease usage immediately. Continued use of the Website or the software constitutes acceptance of full responsibility and waiver of any claims against the Licensor.
- 7.3. The Licensee shall be solely responsible for entering, maintaining, and securing all data uploaded to the Website. Any breach or data loss due to the Licensee's failure to safeguard their information shall be at the Licensee's sole risk.
- 7.4. The Licensee is solely responsible for collecting payments from End Customers. The Website and the software acts only as a facilitator and does not assume responsibility for payment execution. Any issues arising from failed transactions, security concerns, or disputes regarding payments processed through third-party platforms are the sole responsibility of the payment provider and the Licensee.

8. Website Content Moderation

The Licensor reserves the right, at its sole discretion, to remove or restrict access to any content uploaded by the Licensee if:

- A complaint is received from End Customers or third parties.
- The Licensee provides substandard or misleading services.
- The content violates intellectual property laws or regulatory requirements.
- The Licensee encounters operational difficulties, such as insolvency or business closure.
- The Licensee fails to meet the Licensor's standards as set forth in this Agreement or the privacy policy.

9. Data Protection and Security

- 9.1. The Licensee is responsible for ensuring compliance with the Cyprus Data Protection Law (Law 125(I)/2018) regarding the collection, storage, and processing of personal data.
- 9.2. The Licensor shall implement reasonable security measures to protect Licensee data but does not guarantee absolute security.
- 9.3. The Licensee must ensure that their use of the Software does not violate GDPR regulations applicable in Cyprus.
- 9.4. The Licensor shall comply with all encryption and cybersecurity measures required under Cyprus law to prevent unauthorized access to user data.

10. Compliance with Cyprus Law

- 10.1. The Licensee acknowledges and agrees that their use of the Software shall comply with all relevant laws in Cyprus, including:
 - **Data Protection Law** (Law 125(I)/2018) regarding the handling of personal data.
 - **Electronic Commerce Law**, governing online transactions and electronic agreements.
 - **Consumer Protection Law**, ensuring fair business practices.
 - **Regulation of Electronic Communications and Postal Services Law**, regulating the transfer and security of digital communications.
 - **Intellectual Property Rights Law**, governing copyrights, trademarks, and trade secrets.
- 10.2. The Licensor shall ensure that the Software adheres to applicable security and consumer rights regulations in Cyprus.
- 10.3. The Licensee shall be responsible for obtaining any necessary business registrations, permits, or licenses required for operating their business within Cyprus or any other relevant jurisdiction.

11. Governing Law and Jurisdiction

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of Cyprus.
- 11.2. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Limassol, Cyprus.
- 11.3. The Licensor and Licensee agree to resolve disputes through arbitration or mediation before taking legal action, as permitted by Cyprus law.

11.4. The Licensee acknowledges that under Cypriot law, certain disputes related to digital transactions may be subject to resolution through the Cyprus Consumer Protection Agency before legal proceedings.

By using the Software, the Licensee acknowledges that they have read, understood, and agreed to the terms and conditions of this Agreement, including compliance with Cyprus laws and regulations. By clicking 'I Accept' or any similar button indicating agreement, the Licensee explicitly confirms that they have read this Agreement in its entirety, understand its terms, and agree to be legally bound by them.