

TERMS AND CONDITIONS FOR SCORIP

Thomas Poutas International Associates Ltd (the “Provider”), acting with the business name “Scorip Scoring Performance” is a company providing an online business management “Software as a service” application, named SCORIP (the “Service”). SCORIP is designed for creating, managing, and analysing business performance indicators.

The Provider is a company registered in Cyprus, company number 267109 and V.A.T. number CY10267109N, located at Amaral Building 25, 2 Dinokratous Street, 1070, Nicosia, Cyprus.

This is a legal document (the “Terms and Conditions”) which sets out the rights and obligations of the Visitor/Customer and the Provider, in relation to the use of the Website, the subscription to access and use of the Service by the Customer, the purchase of a Licence, the access and use of the Service by the Customer and/or the Users and the provision of the Service by the Provider through the website scorip.com (the “ Website”) The Terms and Conditions apply to the entire Website and they are binding to the Visitor/Customer/Users.

By using the Website and or contacting the Provider and/or taking out a subscription and/or purchasing a licence and/ or accessing and using the Service, whether online or offline, you agree to comply and be bound by all the provisions of the Agreement, which consists of the Terms and Conditions, the entire content of the Website and any terms embodied in a quotation given by the Provider to the Customer for the purchase of a Licence in accordance with the Terms and Conditions, whether embodied in these Terms and Conditions or displayed elsewhere on the Website. You also agree to authorise the Provider to store and use information which you have provided in accordance with our Privacy Policy or in accordance with the provisions of the Agreement.

1. DEFINITIONS

“Administrator Account” means an account created by the Provider through which the Customer and/or its representatives and/or employees will access and use the Service;

“Administrator” means the natural person, designated by the Customer, as the authorized person to manage the Administrator Account;

“Business Day” means any weekday other than a bank or public holiday in Cyprus;

“Business Hours” means the hours of 10:00 a.m. to 18:00 EEST on a Business Day;

“Customer” means the legal entity to whom a Licence is granted by the Provider, in accordance with the Terms and Conditions and/or the legal entity which contacts the Provider through the Website and/or via e-mail;

“Customer Data” means all data, works, materials, which the Customer uploads or stores on the Platform, transmitted by the Platform at the instigation of the Customer, supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform, or generated by the Platform as a result of the access and/ or use of the Service by the Customer;

“Customer’s Confidential Information” means:

- (a) Any information disclosed by or on behalf of the Customer to the Provider during the Licence Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure :
 - (i) Was marked or described as “confidential”; or
 - (ii) Should have been reasonably understood by the Provider to be confidential; and
 - (iii) The Customer Data.

“Customer Personal Data” means any Personal Data of the Customer and/or the Users and which are processed by the Provider;

“Designated address” means the e-mail address provided by the Customer to the Provider in the Online Form and/or in the Online Order Form;

“Effective Date” means the date upon which the Provider, following the payment of the Licence Fee by the Customer, creates an Administrator Account for the Customer;

“Expiration Date” means the last calendar day of the Licence Term, upon which the access and use to the Service by the Customer is terminated;

“KPI data” means any data uploaded or inserted on the Service by the Administrator and/or the Users during the use of the Service and which relate to key performance indicators and/or any reports resulting from the use of the Service by the Customer;

“Licence” means the permission granted by the Provider to the Customer to access and use the Service, through the Website;

“Licence Fee” means an amount of money payable by the Customer to the Provider, for the purchase of the Licence

“Licence Term” means the period during which the Customer is granted permission by the Provider to access and use the Service;

“Online Form” means an online form other than the Online Order Form, published on the Website by the Provider;

“Online Order Form” means an online form published on the Website by the Provider, which the Customer must complete and submit to the Provider, in order to purchase a Licence for the Basic Online Package;

“Parties” means the Provider and the Customer and “Party” means either one of them

“Platform” means the platform managed and used by the Provider to provide the Service, including the application and database software for the Service, the system and server software used to provide the Service and the computer hardware on which the application, database, system and server software is installed;

“Provider’s address” means the e-mail address info@scorip.com

“Subscription” means the submission of an Online Form Order to the Provider by the Customer, through the Website;

“Terms and Conditions” means all the documentation containing the provisions of the Agreement, namely the Online Order Form, the main body of these Terms and Conditions, including the amendments to that documentation from time to time and the content of any quotation given by the Provider to the Customer;

“Users” means the person or persons who use the Service, under the Licence of the Customer, in accordance with the provisions of the Agreement;

“Voluntary Termination” means the termination of the Licence by either party, before the Expiration Date;

“Voluntary Termination Date” means the calendar day on which either Party notifies the other Party of its intention to terminate the Licence, via e-mail;

2. TYPES OF LICENCE AND PURCHASE PROCEDURE

2.1. Licence for Basic Online Package

A Customer purchasing a Licence for the Basic Online Package, acquires access and use to the features of the Service, described on the Website, under the title “Pricing”. To purchase a Licence for the Basic Online Package, the Customer shall fill and submit an Online Order Form, which is displayed under the title “Sign up” and pay the Licence Fee through

JCC smart website. The Licence for the Basic Online Package is valid for 365 calendar days, from the Effective Date.

2.2. Licence for Enterprise Package

A customer purchasing a Licence for the Enterprise Package, acquires access and use of the Service, in accordance with the provisions of a quotation of the Provider. To purchase a Licence for the Enterprise Package, the Customer shall contact the Provider by pressing the button “Contact Us”, displayed on the Website, under the title “Pricing” and by submitting the form which will appear on the Website, after the press of the button. On the specific form, the Customer shall specify its preferences. The Provider shall send the Customer a quotation, to the Designated Address. If the Customer wishes to purchase a Licence in accordance with the quotation of the Provider, the Provider shall create an Administrator Account for the Customer, as soon as the Customer pays the Licence Fee via bank transfer. The Provider shall issue invoice and send it to the Customer in PDF format to the Designated Address. The Licence for the Enterprise Package is valid for the period specified on the quotation of the Provider.

2.3. Additional Features

The Customer may request to purchase a Licence, along with additional features. In such case, the Customer shall contact the Provider, to receive a quotation by the Provider for the provision of the additional features. If the Customer accepts the Provider’s quotation, the Provider shall make the additional features available as soon as the Customer pays an additional fee specified in the Provider’s quotation, via bank transfer.

2.4. 14-days Free Trial Licence

The Provider offers the Customer the opportunity to try and evaluate the Service for a trial period of 14 calendar days, free of charge and without commitment to purchase a licence at the end of the trial period. During the trial period the Customer may access and use all the features of the Service. The Free Trial Licence is only available to first- time Customers. Each Customer can obtain a Free Trial Licence only for a single period of 14 calendar days. To obtain a Free Trial Licence, the Customer shall contact the Provider by clicking on the “Contact us” button, which is displayed on the Website.

2.5. Upgrades and Downgrades:

(a) The Customer may change its subscription, by upgrading or downgrading the Licence it opted to purchase, by increasing or

decreasing the features and facilities of the Service to which the Customer will have access to and use, according to the specifications of the Licence. The upgrade and/or downgrade is allowed only for variation of the features provided within each package and the Customer is not allowed to upgrade or downgrade from one type of Licence to another.

- (b) If the Customer wishes to change the type of Licence, it must terminate the Licence it has already purchased and proceed to the purchase of a new one.
- (c) If the Customer wishes to upgrade or downgrade the Licence, it must contact the Provider, via email, specifying the type of upgrade or downgrade it requests. The Provider shall notify the Customer, whether its request is approved and in case of an upgrade, it will be effective on the date or promptly after the payment of an additional Fee, determined by the Provider, at its absolute discretion. In case of a downgrade, it will be effective on the date or promptly after the approval of the Customer's request.
- (d) In case of a downgrade, the Provider will not be obliged to refund the Customer for the part of the Licence Fee which the Customer paid and which corresponds to the part of the Licence Term within which the Service is downgraded. However, the Provider, at its absolute discretion, may issue a voucher for discount and/or credit to be used at the next transaction of the Customer.
- (e) If the Customer wishes to change the type of Licence and for this reason it terminates the Licence, the Licence Fee that has been paid by the Customer, will not be refundable by reimbursement of money. The Provider may, at its absolute discretion issue a voucher to the Customer for an amount corresponding to the part of the Licence Term, between the Termination Date and the Expiration Date. Such voucher may be used by the Customer in future transactions, and it will be valid for a period of 3 months from the expiration of the Licence.
- (f) In any case, the Provider may decline an upgrade or a downgrade to the subscription, without having to give any reason for its refusal.
- (g) Any request for upgrades or downgrades, must be submitted to the Provider via e-mail at the Provider's Address or by submitting an Online Form through the Contact Us button. The Provider shall respond within reasonable time from the receipt of the request.

3. PAYMENT

- 3.1. A valid credit card is required for the payment of the Licence Fee.
- 3.2. The method of payment is determined by the type of the purchased Licence, as prescribed in Clause 2.
- 3.3. The service is billed in advance for the full Licence Term and is not refundable (except where is so provided in the Terms and Conditions). An invoice will be sent to the Customer's e-mail address in PDF file, within 24 hours of payment.
- 3.4. The Licence Fee is determined by the type of the purchased Licence. The Licence Fee must be fully paid in advance.

4. LICENCE TERMS

- 4.1. The Provider shall grant the Customer a worldwide, non-exclusive Licence to access and use the Service, only for internal business purposes of the Customer during the Licence Term.
- 4.2. The Licence granted by the Provider to the Customer is subject to the following limitations:
 - (a) The Service shall only be used by officers and employees of the Customer.
 - (b) The Customer shall designate the Users, who will use the Service under the Licence of the Customer and provide the Provider with the necessary personal information of the Users. The Customer may change Users and passwords, following the procedure set out therein. However, the Provider will not monitor any changes in users, usernames and/or passwords made by the Customer; and
 - (c) The Service must not be used at any point in time by more Users, allowed by the Licence;
- 4.3. To the extent expressly permitted in the Agreement or required by law, the Licence granted by the Provider to the Customer is subject to the following prohibitions:
 - (a) The Customer shall not sub-license the rights to access and use of the Service;
 - (b) The Customer shall not permit any unauthorized person/ persons to access and use the Service;

- (c) The Customer shall not use the Service to provide services to third parties;
 - (d) The Customer shall not publish and/or republish and/or distribute and/or redistribute any content and/or material from the Service; and
 - (e) The Customer shall not make any alteration to the Platform, except as permitted by the Agreement;
- 4.4. The Customer shall not use the Service:
- (a) In any way that is unlawful, illegal, fraudulent, or harmful; or
 - (b) In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.5. The Customer shall use reasonable endeavours, including reasonable security measures relating to the Administrator Account access details, to ensure that no unauthorised persons may gain access to Service using an Administrator Account.
- 4.6. The Customer shall use the Service in accordance with Acceptable Use Policy and must ensure that the Administrator and/or Users comply with Acceptable Use Policy.
- 4.7. The Customer must not use the Service in any way that causes or may cause damage to the Service or Platform or impairment of the availability or accessibility of the Service.
- 4.8. The Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Licence Term.
- 4.9. The Licence is valid from the Effective Date and expires on the Expiration Date. The Licence Term is calculated in calendar days, and it is determined by the type of the purchased Licence.
- 4.10. The Provider shall send a notification to the Customer six weeks before the expiration of the Licence, informing the Customer about the Expiration Date. Similar notification will be sent by the Provider three weeks before the Expiration Date.
- 4.11 The Customer has the option to renew a Licence for the Online Basic Package through an active Administrator Account. However, if the Customer fails to renew its Licence before the Expiration Date, the Provider may keep the Administrator's Account inactive and store the last KPI data back-up of the Customer, for a period of three months after the Expiration Date. Shall

the Customer purchase a Licence within the three months period, following the Expiration Date, the Provider may reactivate the Administrator Account and make available to the Customer the last stored KPI Data back-up, to be used by the Customer under the new Licence. The Customer may pay the Licence Fee for the renewal any time prior to the Expiration Date and not later than the Expiration Date.

4.12 To renew a Licence for the Enterprise Package, the Customer must contact the Provider and request a quotation. The Provider will renew the Licence manually. However, if the Customer fails to renew its Licence before the Expiration Date, the Provider may keep the Administrator's Account inactive and store the last KPI data back-up of the Customer for a period of three months after the Expiration Date. Shall the Customer purchase a Licence within the three months period, following the Expiration Date, the Provider may reactivate the Administrator Account and make available the last stored KPI data back-up to the Customer for purposes of access and use of the Service under the new Licence.

5. TERMINATION

5.1. Automatic Termination

The Licence will be automatically terminated on the Expiration Date.

5.2. Voluntary Termination

Either Party may voluntarily terminate the Licence, at any time before the Expiration Date, by giving written notice of termination to the other party if:

- (a) The other party commits any material breach of the Agreement, and the breach is not remediable;
- (b) The other party commits a material breach of the Agreement and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) The other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach);
- (d) The other party;
 - (i) is dissolved and/or;
 - (ii) ceases to conduct all (or substantially all) of its business and/or;
 - (iii) is or becomes unable to pay its debts as they fall due;

- (iv) Convenes a meeting or makes or proposes to make an arrangement or composition with its creditors;
- (v) An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (vi) Any order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);

5.3. In case of Voluntary Termination of the Licence by the Customer, without any lawful cause or any of the reasons mentioned above, the Provider will be under no obligation to refund the Customer for the part of the License Fee which corresponds to the part of the License Term, which commences on the date of the Voluntary Termination and ends on the Expiration Date. However, the Provider has the discretion to issue a voucher for the value of this period, after a specific request of the Customer. Such voucher will be redeemable within three months of its issuance for the purchase of any type of Licence. The Provider may decline such request, without having to give any reason.

5.4. In case of Voluntary Termination of the Licence by the Customer, for any of the abovementioned reasons, the Provider shall refund the Customer for the part of the Licence Fee which corresponds to the part of the Licence Term, which commences on the date of the Voluntary Termination and ends on the Expiration Date.

5.5. In case of Voluntary Termination of the Licence by the Provider, without any lawful cause or any of the reasons mentioned, prior to the expiration of the Licence Term, the Provider will refund the Customer for the part of the Licence Fee which corresponds to the part of the Licence Term, which commences on the date of the Voluntary Termination and ends on the Expiration Date.

6. PARTIES RIGHTS AND OBLIGATIONS

6.1. Provider's Obligations

- (a) The Provider shall use all reasonable endeavours to ensure that access to the Service is provided to the Customer, upon or promptly following the Effective Date. The Customer acknowledges that in case of delay in the performance of the

Customer's obligations, may result in delay in the provision of access to the Service and that the Provider will not be liable for such a delay.

- (b) The Provider shall create an Administrator's Account for the Customer and shall provide the login details for that Account to the Customer, on or promptly following the Effective Date.
- (c) The Provider shall provide maintenance and technical support services to the Customer during the Licence Term, in accordance with the standards of skill and care reasonably expected from an average service provider in the Provider's industry. However, the Provider shall have no obligation to provide support services in respect of any issue caused:
 - (i) By improper use of the Service by the Customer and/or any Users accessing and using the Service on its behalf;
 - (ii) Any alteration to the Service made without the Provider's prior consent.
- (d) The Customer may seek technical support from the Provider by sending a request via e-mail at support@scorip.com or seek general information by sending a request via email at info@scorip.com
- (e) Confidentiality obligations:
 - (i) The Provider shall keep the Customer Confidential Information strictly confidential.
 - (ii) The Provider shall not disclose the Customer's Confidential Information to any person without the Customer's prior written consent.
 - (iii) The Provider shall use the same degree of care to protect the Customer's Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care.
 - (iv) The Provider shall act in good faith, always in relation to the Customer's Confidential Information.
 - (v) The Provider may disclose the Customer's Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents; and subcontractors who need to access the Customer's Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written confidentiality agreement.
 - (vi) The Provider is under no obligation to protect Customer's Confidential Information which:

- (I) It is obtained by the Provider before it was disclosed by the Customer for the performance of the Agreement;
- (II) It is provided by a third party to the Provider in circumstances where the Provider has not reason to believe that there has been a breach of a confidentiality obligation of the Third Party;
- (III) It is required to be disclosed by any law, regulation, court order or governmental order;

6.2. Customer's obligations

- (a) The Customer agrees to access and use the Service in accordance with the Licence Terms (Clause 4).
- (b) The Customer agrees that any information or data provided to the Provider in the course of the Agreement is accurate, true, valid, updated and correct and that the Customer will promptly notify the Provider for any variations, updates, rectifications of such data or information that occurred after the provision of the data or information.
- (c) The Customer agrees to access and use the Service in accordance with the Terms and Conditions of this Agreement.
- (d) The Customer agrees to provide the Provider such access to the Customer's computer hardware, software, networks and systems as may the Provider reasonably request in order to enable the Provider to perform its obligations under this Agreement. Additionally, the Customer, to enable the Provider to perform its obligations under this Agreement, shall provide the Provider:
 - (i) Co-operation, support and advice;
 - (ii) Information, documents and all necessary data;
 - (iii) Any necessary licences, permits or consents;
- (e) The Customer agrees to access and use the Service in accordance with the provisions of the Acceptable Use Policy, as set below:
 - (i) The Customer shall only authorize persons who are at least 18 years of age to access and use the Service on its behalf.
 - (ii) The Customer shall not use the Service in any way that cause or may cause any detriment, damage, malfunction, unavailability and/or inaccessibility to the Service.
 - (iii) The Customer shall not use the Service in any way that is illegal, fraudulent, unlawful, deceptive or harmful and/or shall not use the Service for purposes which can be determined as unlawful, illegal, fraudulent or harmful. Any

content used by the Customer shall be in accordance with this Clause. Particularly, any content:

- (I) Shall not infringe any person's legal rights and shall not be such as to give rise to legal action against the Provider or person related in the course of this Agreement with the Provider;
 - (II) Shall not be defamatory, libellous, maliciously false, obscene or indecent, offensive, threatening, abusive, harassing, hateful or discriminatory and shall not cause annoyance, inconvenience or needless anxiety;
 - (III) Shall not infringe intellectual property rights, copyright, moral right, database right, trade mark rights, design rights e.t.c.;
 - (IV) Shall not infringe any confidentiality rights, rights of privacy or rights to personal data protection;
 - (V) Shall not constitute negligent advice or contain negligent statement;
 - (VI) Shall not constitute instigation to commit a crime or promotion of criminal activity;
 - (VII) Shall not be in contempt of any Court or any court order;
 - (VIII) Shall not constitute breach of any legislation applicable in the Republic of Cyprus, including European Union legislation;
 - (IX) Shall not constitute a breach of official secrets;
 - (X) Shall not constitute breach of any contractual obligations owed to any person;
 - (XI) Shall not be the subject matter of any threatened or actual legal proceedings or other similar complaint;
 - (XII) Shall be appropriately categorised with appropriate and informative titles;
 - (XIII) Shall not constitute or contain spam;
 - (XIV) Shall not contain or consist, any viruses, worms, spyware, adware, harmful or malicious software, programmes, routines, applications or technologies that will or may have a material negative effect upon the performance or impose security risks to a computer.
- (iv) The Customer shall not use the Service to store or transmit spam, including illegal marketing communications, or use the Service in any way which may result in the blacklisting of any IP addresses of the Provider.

- (v) The Customer shall not use the Service for purposes relating to gambling, gaming, betting, lotteries, prize competitions or any other gambling-related activity.
- (vi) The Customer shall not use the Service for purposes or activities relating to sale or distribution of drugs, pharmaceuticals, knives, guns, or other weapons.
- (vii) The Customer shall not scrap, mine, extract, harvest or otherwise collect any data by means or in relation to the Service, unless otherwise provided in the Agreement.

7. SUBCONTRACTING AND ASSIGNMENT

7.1. The Provider may subcontract any of its obligations under the Agreement provided that, promptly after the appointment of the subcontractor, the Provider notifies the Customer, accordingly, identifying the subcontractor and specifying the subcontracted obligations.

7.2. The Provider will remain responsible for the performance of the subcontracted obligations.

7.3. The Provider may assign, transfer or otherwise deal with its contractual rights and obligations under this Agreement.

7.4. The Customer shall not assign, transfer or otherwise deal with its contractual rights and obligations under this Agreement without obtaining the Provider's prior written consent. The Provider shall not withhold or delay unreasonably such consent.

8. MAINTENANCE

8.1. The Provider shall inform the Customer about scheduled Maintenance Services, which may affect the availability of the Service and/or have negative impact upon the Service. The Provider shall use all reasonable endeavours to conduct the Maintenance outside Business Hours, where possible.

8.2. The Provider shall notify the Customer about any changes or updates to the Service and/or use and access to the Service, via email sent to the Customer's Designated Address. By purchasing a Licence, the Customer automatically consents to the receipt of such notifications by the Provider.

9. MISCELLANEOUS

The Customer may extract data, data analytical reports and statistical analysis reports from the Service, through the Administrator's Account only. Each User may extract only data he/she inserted individually on the Service.

10. PERSONAL DATA

The Customer acknowledges that and consents to the processing of its personal data, by the Provider according to the Provider's Privacy Policy.

11. INTELLECTUAL PROPERTY

- 11.1. The Provider owns the copyright, database and software rights and all other Intellectual Property Rights to the Website, to the content of the Website and the content of the Platform made accessible to the Customer as part of or the whole of the Service.
- 11.2. The Provider's name, the Websites and Provider's Logo, the products names are trademarks of the Provider and/or third parties and no right or licence is granted to the Customer to use them.
- 11.3. The copying, redistributing, use or publication by the Customer of any such Intellectual Property is strictly prohibited. The Customer does not acquire ownership rights to any such Intellectual Property displayed on the Website or made available through the Service and/or does not constitute a waiver of any right to any such Intellectual Property.
- 11.4. Nothing in these Terms and Conditions shall operate as to assign or transfer any Intellectual Property Rights from the Provider to the Customer or from the Customer to the Provider.
- 11.5. Subject to any agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of Provider's obligation to provide the Customer access to the Service, shall be exclusive property of the Provider.

12. WARRANTIES

12.1. The Provider warrants to the Customer that:

- (a) The Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;

- (b) The Provider will comply with all applicable legal and regulatory requirements for the performance of its obligations under this Agreement;
- (c) The Provider has the required expertise and experience to perform its obligations under this Agreement;
- (d) The Service will be free of defects reasonably forceable and detectable;
- (e) The Provider will exercise reasonable care so that the Platform is free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs.

12.2. The parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

13. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

13.1. The Customer acknowledges that a complex software is never wholly free from defects, errors, bugs, vulnerabilities and subject to the other provisions of the Agreement, the Provider offers no warranty or representation that the Service will be completely free from defects, errors and bugs and/or that the Service will be completely secure.

13.2. The Customer acknowledges that the Provider does not warrant that the Service will be compatible with any software or system.

13.3. The Customer acknowledges that the Service provides tools to enable the Customer to evaluate, analyse and monitor its business performance and it does not provide any kind of consultancy services, regarding the improvement of the business performance. The Provider does not provide any advice regarding legal, financial, accountancy or taxation. If the Customer would like to buy consultancy services from the Provider, it shall contact the Provider by sending a quotation request to the Providers Address.

13.4. The Customer acknowledges that the Provider does not warrant or represent that the access and use of the Service by the Customer will not give rise to any legal liability.

13.5. The Customer acknowledges that it is responsible for all the use of the Service through their Accounts (Administrator's and/or Users) and that the Terms and Conditions apply to all usage of the Website, the Accounts and the Service. The Provider will not be responsible to monitor any changes in usernames, passwords and/or entries made by the Administrator and/or the Users and the Customer acknowledges that it is its responsibility to monitor and secure that the Accounts and the

Service is not misused through the Accounts assigned to the Customer under the Licence.

13.6. The Customer acknowledges that the Provider does not undertake responsibility for any inaccuracies or mistakenness in estimations, reports and/or analysis which may result from misuse of the Service by the Administrator and/or the Users of the Service.

13.7. The Customer acknowledges that the Provider does not undertake responsibility to examine the accuracy, validity, correctness of any data entered by the Administrator and/or the Users on the Service and that any estimations, reports and/or analysis resulting from the data entries will be based solely on the data entries.

13.8. The Customer acknowledges that the Provider is not responsible or liable in any way for data uploaded on the Service by the Customer and/ or Users and has no duty to screen such material. However, the Provider reserves the right, at all times, to determine whether such material is appropriate and in compliance with the Agreement and may screen, move, refuse, modify and/or remove material at any time, without prior notice and in its sole discretion, if such material is found to be in violation of this Agreement or otherwise inappropriate.

13.9. The Customer acknowledges that the use of the Service may require compatible devices, Internet access and certain software; may require periodic updates; and may be affected by the performance of these factors and that it is its responsibility to meet these requirements.

13.10. The Customer acknowledges that if the use of the Service or any behaviour related to the use of the Service, threatens the Provider's ability to provide the Service, whether intentionally or unintentionally, the Provider is entitled to take all reasonable steps to protect the Service, which may include suspension of the Customer access to the Service. Repeated violations of the Acceptable Use Policy may result in termination of the Customer's Licence.

13.11. The Customer acknowledges that the Service or any features or part thereof, may not be available in all languages or in all countries and the Provider makes not representation that the Service or any feature or part thereof, is appropriate or available for use in any particular location.

13.12. The Customer acknowledges that the Provider may access the Accounts created for the Customer and their content, to diagnose a problem. By seeking technical support from the Provider, the Customer impliedly allows the Provider to access the Customers accounts, if necessary, to diagnose and repair any problems or malfunctions of the Service. If the Customer explicitly withholds its consent, the Customer acknowledges that the Provider will have no responsibility for any failure on its part to diagnose and repair any problem or malfunction that may occur to the Service.

14. LIMITATIONS AND EXCLUSIONS OF LIABILITY

14.1. Whilst the Provider will endeavour at all times to comply with its legal and contractual obligations, it does not accept liability for any loss suffered by the Customer as a result of any delay, mistake, error, omission, unavailability, failed access, misrepresentation, misdescription, breach of contract, breach of duty or other act or omission (unless fraudulent) however made or caused, which constitutes more than a refund of any sum paid for the Service, the subject of the claim or the waiver of any sum contractually payable by the Provider under the Terms and Conditions in respect of the subject of the claim.

14.2. The Provider does not accept liability for any consequential economic or other losses suffered by the Customer, whether resulting from misrepresentation, misdescription, breach of contract, breach of duty or other act of omission (unless fraudulent), however caused.

14.3. The Provider shall not be liable to the Customer in respect of:

- (a) Any loss arising out of a Force Majeure event
- (b) Any loss of profits or anticipated savings
- (c) Any loss of revenue or income
- (d) Any loss of use or production
- (e) Any loss of business, contracts or opportunities
- (f) Any loss or corruption of any data, database or software, provided that the Provider has fully complied with its obligations in relation to the processing of the Customer data.
- (g) Any special, indirect or consequential loss or damage

14.4. The Customer shall not be liable to the Provider in respect of any loss of profits or anticipated savings, revenue or income, use or production, business, contracts or opportunities, loss or corruption of any data, database or software and/or any indirect or consequential loss, provided that the Customer has fully complied with its obligations imposed on the Customer by this Agreement and especially with the Terms and Conditions regarding the Acceptable Use Policy.

14.5. Nothing in these Terms and Conditions shall

- (a) Limit or exclude liability for death or personal injury resulting from negligence;
- (b) Limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) Limit or exclude liabilities in any way that is not allowed under the applicable law;

- 14.6. The Provider shall not be liable for any loss or damage to the Customer's data stored by the Provider after the Expiration Date.
- 14.7. The Provider will keep a back-up of the entries made by the administrator and the Users, weekly. The Provider shall not be liable for loss of entries to the Service, due to any failure and/or malfunction of the Service and/or the network and/or the software and/or the system, that might occur in the interval of the back-ups. The Customer is responsible to extract KPI data daily to avoid any loss of KPI data.

15. FORCE MAJEURE EVENT

15.1. Neither Party shall have any liability for any delay, omission, failure or inadequate performance of this Agreement (other than the obligation to make payment) which is the result of circumstances beyond the reasonable control of either Party. Where so affected in its performance of this Agreement, the Party will notify the other Party as soon as reasonably possible.

15.2. A Party that becomes aware of a Force Majeure Event which causes or which is likely to cause any failure or delay in that Party performing any its obligation under the Agreement, must:

- (a) Promptly notify the other Party; and
- (b) Inform the other Party of the period for which is estimated that such failure or delay will continue;

15.3 A Party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate its effects.

16. INDEMNITIES:

16.1. The Customer agrees to defend, indemnify and hold the Provider, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, licensors, harmless from any claim or demand, including reasonable legal fees, made by third party, relating to and/or arising from:

- (a) Any content the Customer submits, posts, transmits or otherwise makes available through the Service; (b) any use of the Service; (c) any violation of the Agreement; (d) any action taken by the Provider as part of its investigation of a suspected violation of the Agreement or as a result of its finding or decision that a violation of the Agreement has occurred; (e) any violation of third party's rights by the Customer. This obligation shall survive the termination of the Licence and/or termination the access and use of the Service.

- 16.2. The Customer agrees to comply with the Terms and Conditions of the Agreement and to defend, indemnify and hold harmless the Provider from and against any and all claims and demands arising from usage of their Accounts, whether such usage is expressly authorized by the Customer or not.

17. NO WAIVERS

In case of breach of any Term and/or Condition of this Agreement by either Party, the innocent Party shall not be considered to have waived any of its rights arising from the breach, unless such waiver is given in writing to the Party at fault.

No waiver regarding any breach of any Term and/or Condition of this Agreement shall be construed as a further or continuing waiver of any other breach of this term or any other term of the Agreement.

18. SEVERABILITY

Any Term or Condition of this Agreement which is determined by any court or competent authority as void and/or voidable and/or unlawful and/or unenforceable, shall not affect the validity of this Agreement and the parties shall continue to be bound by the other provisions of the Agreement.

19. THIRD PARTY RIGHTS

This Agreement is enforceable only by the Provider and the Customer and no third party shall claim rights under this Agreement, unless so stated in the Terms and Conditions.

20. VARIATION

The Provider may vary the Terms and Conditions of this Agreement at any time within the Licence Term, provided that the Provider notifies the Customer at least 30 calendar days prior to the date of the intended variation. The Customer will have the right to terminate the Agreement and claim a refund for the period of the Licence Term, commencing on the date of Termination and ending on Expiration Date. The notice of Termination must be given at least 14 calendar days prior to the date of the intended variation. If the Customer fails to notify its intention to Terminate this Agreement, pursuant to this provision, within the period, the Customer will be considered to have accepted the variation and henceforth waived its right to terminate the Agreement.

21. NOTICES

Any notice from one Party to the other Party under the provisions of this Agreement must be given in writing and delivered via email to the email addresses of the parties.

22. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Republic of Cyprus and any disputes arising between the parties regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

23. COMPLAINTS

The Customer will be deemed to have accepted the quality of the Service within 3 days from the time the Provider grants the Customer access to the Service, by opening an Administrator Account unless a complaint in writing is made by the Customer to the Provider within the three-day period.