

TERMS AND CONDITIONS

1 GENERAL PROVISIONS

- 1.1 **Kiuub s.r.o.**, a company incorporated under the laws of Slovakia, with its registered office at Hlavná 25, Trnava, 917 01, Slovakia, the identification number: 52 507 742 (the "**Company**"), operates the website www.kiuub.com (the "**Website**") and provides its services as specified on the Website.
- 1.2 The access and usage of the Website and the provision of website development, design services and other services offered to clients (the "**Services**") are governed by these terms and conditions ("**Terms**"). The Services include, but are not limited to, roadmap definition, digital product design, UX/UI design, no-code frontend, no-code backend, go-to-market strategy design and fundraising advisory, with detailed descriptions available on the Website.
- 1.3 Each client is required to review these Terms carefully before using the Service. If the client does not agree to these Terms, he is not permitted to use the Service.
- 1.4 When the client and the Company enter into a service agreement (the "**Agreement**") under these Terms, the Terms become a binding part of the Agreement for both parties.

2 SUBSCRIPTION PLANS AND SERVICE DELIVERY

- 2.1 The Company provides its Services under various subscription plans detailed on the <https://kiuub.com> (the "**Subscription plan**").
- 2.2 Clients can choose and order the Subscription plan that best meets their specific requirements. Additionally, clients may enhance their Subscription Plan with extra service hours as optional add-ons.
- 2.3 Clients receive a set number of service hours monthly ("**Allocated hours**") as per their Subscription Plan. These Allocated hours must be used within the same month and do not roll over; they are neither refundable nor transferable. Only Allocated hours from the first month of Subscription plan are transferred if unused.
- 2.4 Subscription plans can be paused by the client at any time, with the option to utilize any remaining Allocated hours upon resumption.
- 2.5 Clients can delegate tasks to the Company either through the digital platform, 14-day sprint planning calls, or a combination of both.
- 2.6 The Company utilizes work-blocks to structure Service delivery. A work-block represents a single working unit (the "**Work-block**"). The Company's capacity to work on Work-blocks concurrently is determined by the selected Subscription plan.
- 2.7 The Company employs third-party SaaS tools to deliver its Services (the "**SaaS tools**"). Deliverables of the Services may be generated through these SaaS tools, and their use is subject to the respective SaaS tools terms. Typically, the Company sets up a SaaS tool account for the client, with associated fees not included in the Subscription plan, unless otherwise agreed upon with the client.
- 2.8 Clients have the right to review the Service deliverables at any point during the provision of the Services and are required to provide their approval upon completion of a 14-day sprint and of

these Service deliverables. Service deliverables are deemed accepted if no objections are raised within five (5) business days following the handover.

3 ORDER, PRICING AND BILLING

- 3.1 The Agreement shall become valid and effective upon the complete payment for the selected Subscription plan.
- 3.2 Clients must provide accurate billing details when purchasing Services.
- 3.3 By subscribing, the client authorizes the Company to process the client's monthly subscription fees automatically until such time as the client cancels the Subscription plan.
- 3.4 The client shall bear responsibility for all applicable taxes, and the Company shall levy taxes as required by law.
- 3.5 The client may cancel the Subscription plan at any time via the payment processor. Cancellation will become effective immediately following the last day of the current billing cycle. The client acknowledges that all payments made are non-refundable, unless decided otherwise by the Company.
- 3.6 The Company may suspend Service access due to delayed payments, resuming once arrears are cleared.
- 3.7 Website prices for Subscription plans are accurate and valid at the time the order for the chosen Subscription plan is placed. The prices for Subscription plans do not encompass the fees for SaaS tool or other additional expenses essential for the fulfilment of the Service deliverables (e.g. stock photos license).
- 3.8 The Company reserves the right to modify Subscription plan prices, providing a 60-day notice. Any increase applies from the next renewal, allowing clients to cancel if they disagree with the new pricing.

4 INTELLECTUAL PROPERTY'S RIGHTS

- 4.1 Despite the Company's involvement in the development process, at the moment of creation of computer programs, databases, graphic works, or any other works produced on behalf of the clients as part of the Services ("**Works**"), the Company irrevocably assigns to the clients the right to exercise economic rights of authors to the Works. The client acknowledges that this assignment of rights does not affect the legal regulation of the SaaS tool provider's intellectual property rights.
- 4.2 The client confirms that any materials provided to the Company as examples or for integration into a project during the provision of Services are owned by the client and do not infringe upon or misappropriate any third party's rights, including, but not limited to, intellectual property rights and rights of publicity.

5 USE OF THE WEBSITE

- 5.1 The Website is the exclusive property of the Company. All source code, databases, functionality, software, website designs, articles, video, text, photographs, and graphics in any format (the "**Content**") and the trademarks and logos contained therein (the "**Marks**") are under the sole ownership and control of the Company. They are protected by copyright, trade name, or trademark laws.
- 5.2 The Content and Marks are made available for the Client's personal information and use only. Unless expressly provided otherwise herein, no portion of the Website or any Content may be copied, reproduced, aggregated, republished, uploaded, posted, displayed, encoded, translated,

transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without the Company's prior written consent. The Company reserves all rights concerning the Website, Content, and Marks.

6 CONFIDENTIALITY

- 6.1 Both parties undertake to maintain the confidentiality of all technical, commercial, financial or any other information related to or arising from this Agreement, which they become aware of during the provision of Services (the “**Confidential information**”).
- 6.2 Both parties pledge not to use Confidential Information for purposes that are contrary to the objectives and provisions outlined in these Terms. Additionally, parties agree not to disclose or provide Confidential Information to any third party, except under the following circumstances:
 - 6.2.1 when a party affected by the disclosure provides consent for the disclosure of Confidential Information.
 - 6.2.2 if Confidential Information becomes publicly known without a breach of this section by either party.
 - 6.2.3 when either party is obligated to provide Confidential Information in response to a legitimate request from a public authority.
 - 6.2.4 when Confidential Information is disclosed to the professional advisors of either party.

7 LIMITATION OF LIABILITY

- 7.1 The Company shall only be held liable for damages resulting from its intentional actions or gross negligence.
- 7.2 The maximum aggregate liability of the Company under or in connection with the Terms or relating to the Service shall not exceed an amount equal to the subscription fees paid by the client for the month preceding the occurrence of the damage.
- 7.3 The Company shall not be liable to the client for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to damages for lost profits or income.

8 CHANGES TO TERMS

- 8.1 The Company reserves the right to modify these Terms at any time. All clients will be informed of any changes to the Terms through updates on the Website, or the Company may notify clients via the Service. Clients will be provided with a reasonable period, as specified in the notification, to object to any substantial changes. If a client continues to use the Services after the effective date of any changes, such usage will signify the client's acceptance of the revised Terms. In the event that a client does not agree to the material changes, the client has the option to terminate the Agreement immediately by cancelling the Subscription plan. Such termination will not affect any subscription fees incurred by the client prior to the termination.

9 PUBLICITY

- 9.1 Unless client requests the Company not to (via an email to hello@kiuub.com), the client agrees to grant the Company the right to use and display client's name, logo, 2 screenshots of the finished product and feedback on the Website and in other marketing and promotional materials solely in connection with the Company's respective activities under these Terms.

10 TERM AND TERMINATION

- 10.1 The Agreement remains effective until terminated in accordance with the provisions specified in this Section.

- 10.2 The client has the option to terminate the Agreement at any time without the cause by simply cancelling the Subscription plan. Cancellation will become effective immediately following the last day of the current billing cycle.
- 10.3 In the event of a material breach of these Terms by the client, the Company is entitled to withdraw from this Agreement immediately by providing written notice of termination, which shall be delivered to the client.
- 10.4 The Company may terminate the Agreement without cause through written notice with a one-month notice period. The notice period commences on the first calendar day of the month following the calendar month in which the notice of termination was delivered to the client.

11 PERSONAL DATA PROTECTION

- 11.1 In the event that the Company processes any personal data on behalf of the client, such data shall be processed in compliance with the Data processing addendum, available on the Website and constituting an integral part of these Terms, unless otherwise agreed upon with the client.

12 FINAL PROVISIONS

- 12.1 The Agreement and these Terms shall be governed by and construed in accordance with the laws of Slovakia.
- 12.2 Notices addressed to the Company should be sent via email to hello@kiuub.com. Notices directed to the client will be transmitted to the email address provided by the client for this purpose.
- 12.3 All disputes arising out of or in connection with this Agreement (including disputes concerning non-contractual claims) shall be resolved in arbitration under the Rules of Procedure of the Arbitration Court of the Slovak Bar Association.
- 12.4 These Terms become valid and effective on 01.01.2024.