

KOICONNECT LTD: Terms of Service

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1. Overview

Welcome to KOICONNECT LTD!

Please read these Terms of Service (“**Terms**”) carefully before using the website <https://koiconnect.com> (the “**Platform**”), which is operated by **KOICONNECT LTD** (“**Company**,” “**we**,” “**us**,” or “**our**”). These Terms govern your access to and use of the Platform and the services offered by the Company (the “**Services**”).

For the purposes of these Terms, “**you**” and “**your**” refer to any person or entity that accesses or uses the Platform. By using the Platform or any of the Services, you agree to be bound by these Terms.

We reserve the right to revise or update these Terms at any time, and such revised Terms shall become effective upon their posting on the Platform. Your continued use of the Platform or Services following any such changes constitutes your acceptance of the updated Terms.

The Platform enables businesses to manage relationships with independent contractors (“**Contractors**”) and consultants (“**Consultants**”), as well as to administer payroll and other human resources-related services for their direct employees.

These Terms apply to all individuals or entities that use the Platform or Services (collectively, “**Users**”). The Services available to you may vary depending on the type of account you hold. Certain Services may be subject to payment of applicable fees, as detailed on the Platform. In addition, some Users may be subject to supplemental terms and conditions, as provided in these Terms or otherwise communicated by the Company.

The Company reserves the right, at its sole discretion and without notice, to modify, suspend, or discontinue all or any part of the Services at any time.

2. Definitions

Capitalized terms used in these Terms shall have the meanings set forth below:

2.1. “Account” means a registered account that allows a User to access and use the Platform and Services in accordance with these Terms.

2.2. “Administrator” refers to a User who is authorized to act on behalf of a Business to register for an Account, access the Services, manage the Business’s use of the Platform, and perform other related functions.

2.3. “Business” means any legal entity that creates and maintains an Account on the Platform and is represented by one or more Administrators.

2.4. “Clients” means Users who utilize the Platform to engage Services, including the ability to request services and make payments through the Platform in connection with those services.

2.5. “Content” means all information, materials, and data made available on or through the Platform or the Services, including but not limited to documents, images, audio, video, text, graphics, and any derivative works thereof.

2.6. “Contractors” means Users who are engaged to perform services for Clients as specified in contracts and who receive payments via the Platform.

2.7. “Payment Service Provider(s)” means third-party financial institutions or providers engaged to facilitate the processing and transfer of payments made through the Platform.

2.8. “Users” means any individual or entity that is authorized to access or use an Account, whether as an Administrator, Client, Contractor, or otherwise.

2.9. “User Content” means any Content submitted, uploaded, posted, or otherwise made available by Users through the Platform or in connection with the Services.

3. Platform Use and Eligibility

3.1. License to Use. Subject to these Terms and any applicable agreements between you and the Company, the Company grants you a limited, non-exclusive, non-transferable, and revocable right to access and use the Platform and Services solely for your internal business purposes or those of the Business you represent.

3.2. Legal Compliance and User Representations. Use of the Platform and Services is prohibited where such use is contrary to applicable law. By accessing or using the Platform, you (including on behalf of any Business you represent) represent and warrant that:

- (a) all registration information submitted by you is true, accurate, current, and complete;
- (b) you will promptly update any such information to maintain its accuracy;
- (c) your use of the Platform and Services complies with all applicable laws, rules, and regulations, and does not violate any third-party rights or obligations; and
- (d) you will comply with these Terms, including any applicable policies and guidelines referenced herein.

3.3. Age Restrictions and Account Eligibility. You must be at least 18 years old to use the Platform and Services. Users between the ages of 16 and 17 may only use the Platform with verifiable parental or legal guardian consent. Individuals under 16 years of age are strictly prohibited from registering for or using the Services. Accounts may only be created and operated by natural persons. Automated account creation (e.g., by bots) is strictly prohibited.

Each User may only register one Account. By registering for an Account, you represent and warrant that you are legally competent to enter into a binding agreement and that you meet the above eligibility requirements. If you do not meet these criteria, you may not access or use the Services. The Company reserves the right to reject any Account application at its sole discretion.

3.4. Use on Behalf of a Business. If you are using the Platform on behalf of a Business:

- (i) you represent and warrant that you are duly authorized to bind that Business to these Terms and to register for the Services; and
- (ii) such Business accepts full legal and financial responsibility for your use of the Services, as well

as for the actions of any other individuals accessing the Services on its behalf, including employees, agents, and contractors.

3.5. Violations and Remedial Actions. If the Company determines that any User Content, conduct, or use of the Services violates these Terms, any applicable laws or regulations, or the Company's Prohibited Activities List, it reserves the right to:

- remove the relevant Content or Service from your Account;
- suspend or terminate your access to the Platform and/or Services without prior notice. To the extent permitted by law, we will make reasonable efforts to notify you of such action. Removed Content or Services will not be restored or reinstated.

4. Account

4.1. Account Registration. To access and use the Services, you must first create an Account by submitting accurate and complete information, including (but not limited to) your full legal name, email address, social security number, tax identification number (TIN or EIN), and legal address. If you are registering on behalf of a Business, additional information may be required, such as business name, registration details, ownership structure, business address, and the nature of your business activities.

This information will be used by the Company and its financial service partners to conduct initial and ongoing due diligence. All personal and business data provided is subject to our Data Protection Obligation.

You must designate at least one Administrator when creating a Business Account. You are solely responsible for all actions taken by the Administrator(s) and any individuals accessing the Account through your credentials. If you are acting as an Administrator, you represent that you are fully authorized to manage the Account on behalf of the Business.

4.2. Account Security. You are solely responsible for maintaining the confidentiality and security of your login credentials and for all activities occurring under your Account, whether authorized by you or not. If you believe your Account has been compromised or accessed without authorization, you must immediately disable access and notify the Company at info@koiconnect.com. The Company disclaims liability for any loss or damage resulting from unauthorized use of your Account unless you have provided timely written notice and requested that your Account be blocked. We will take commercially reasonable steps to prevent further unauthorized activity and assist in remediation but cannot guarantee the prevention of all misuse. We reserve the right to suspend or restrict access to your Account if we suspect any security breach or unauthorized access.

5. Content

5.1. User Content Responsibility. The Company is under no obligation to accept, display, or retain any User Content. We reserve the right to remove or permanently delete any User Content you upload to the Platform or Services at any time, without prior notice and for any reason, at our sole discretion.

You are solely and fully responsible for all User Content you upload or transmit through the Platform or Services. By uploading any User Content, you represent and warrant that:

- (i) it complies with all applicable laws and regulations;

- (ii) it does not infringe, misappropriate, or violate the intellectual property, privacy, publicity, or moral rights of any third party; and
- (iii) you have full legal authority, rights, and licenses necessary to submit and use such content.

5.2. Prohibited User Content. You agree not to upload, post, transmit, or otherwise make available any User Content or engage in any activity that:

- interferes with or restricts any other User's access to or use of the Services;
- imposes an unreasonable or disproportionately large load on our systems or infrastructure;
- violates the rights of others, including defamation, harassment, stalking, threats, or abuse;
- infringes the intellectual property, moral, publicity, privacy, or proprietary rights of third parties;
- is or is reasonably believed to be stolen, counterfeit, pirated, fraudulent, or unauthorized;
- violates any applicable laws, rules, or regulations;
- contains or links to any of the following materials:
 - content that promotes or glorifies hatred, violence, bigotry, or discrimination;
 - racially, ethnically, or culturally offensive, defamatory, or threatening material;
 - pornography or explicit sexual content;
 - viruses, malware, or other harmful or disruptive code;
 - any material that may encourage conduct constituting a criminal offense or civil liability.

5.3. Usage Restrictions. You may not use the Platform or Services for any unlawful, fraudulent, or unauthorized purposes. Specifically, you agree that you will not:

- Violate any intellectual property or proprietary rights of the Company or third parties;
- Use the Platform or Services for personal, consumer, or household purposes—they are strictly for bona fide internal business use;
- Provide or solicit services on behalf of unaffiliated third parties;
- Access the Platform or Services from jurisdictions subject to Republic of Cyprus or other applicable embargoes or sanctions;
- Use the Services if you or your business:
 - Are subject to financial sanctions, including those listed by OFAC or the EU;
 - Are organized in or acting on behalf of governments from sanctioned or prohibited regions.

5.4. Prohibited User Activities and Prohibited Uses. You further agree not to use the Platform or Services in connection with the following Prohibited Activities:

- Businesses involved in illegal, unverifiable, or opaque activities;
- Anonymous, nominee, or fictitious accounts;
- Shell or offshore companies with no economic activity in their jurisdiction;
- Companies issuing bearer shares;
- Infringement of intellectual property or offering illegal/counterfeit goods or services;
- Distribution of controlled substances, including marijuana and paraphernalia;
- Adult content or services, including pornography;
- Multi-Level Marketing (MLM) schemes;
- Gambling or betting services without required legal authorization;

- Esoteric or unregulated services;
- Any service or product that is illegal in the relevant jurisdiction.

You also may not engage in the following Prohibited Uses:

- Reverse engineer, disassemble, decode, or attempt to extract source code or algorithms from the Platform;
- Interfere with or damage the Platform or other Users' access;
- Attempt unauthorized access to systems, accounts, or networks connected to the Platform;
- Circumvent or disable security features;
- Use bots, crawlers, or scrapers to collect data or content;
- Upload or introduce malicious code, viruses, or other harmful technology;
- Use the Platform for harassment, unlawful conduct, or unethical purposes;
- Violate any applicable law or regulation in your use of the Platform;
- Access or use another User's account without permission;
- Use the Services in any way not expressly authorized by these Terms.

5.5. Enforcement and Reporting If we determine, or have reasonable suspicion, that you have engaged in any of the Prohibited Activities or Prohibited Uses listed above, we reserve the right to take one or more of the following actions, without prior notice:

- Disable or suspend your Account;
- Freeze or block access to funds or Services;
- Report your conduct to our financial service providers or relevant regulatory authorities.

Where permitted by applicable law, we will notify you of such actions promptly after they are taken.

6. Company Engage

6.1. Access to Company Engage Services. Subject to these Terms, the Client may access Company's cloud-based software modules for internal business use. These modules include features for managing career development, performance management, learning management, applicant tracking, compensation and budgeting, and position planning ("Company Engage Services").

6.2. Purpose of Use. The Client agrees to use the Company Engage Services solely for its legitimate internal business operations and not for any personal, household, or non-commercial purposes.

6.3. Grant of Access. In consideration of the applicable fees (if any) and compliance with these Terms, Company grants the Client a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Company Engage Services via the Platform, as further described in the applicable Subscription Plan.

6.4. Definitions. For the purposes of this Section 6 only:

- **Subscription Plan** means the package of services and corresponding fees selected by the Client, as outlined in the current Price List.
- **Effective Date** means the date on which Company grants access to the Company Engage Services to the Client and/or any of its Authorised Users.
- **Authorised User(s)** means the Client's personnel, employees, or contractors authorised to use the Services under a valid Subscription Plan.

6.5. Scope of Services

6.5.1. Subject to full payment and ongoing compliance with these Terms, Company grants the Client and its Authorised Users the right to access and use the Platform during the Subscription Term.

6.5.2. The Platform may support onboarding, reporting, document submission, and other HR and operational functions.

6.5.3. Functionality and modules available to Authorised Users may be modified, expanded, or removed from time to time.

6.5.4. Company reserves the right to modify, suspend, or discontinue the Company Engage Services or any part thereof at its sole discretion, without prior notice.

6.5.5. Additional Authorised Users and services may incur additional fees as detailed in the applicable Price List. Charges apply for each additional Authorised User or add-on purchased.

6.6. Authorised Users

6.6.1. The Client may grant access to additional Authorised Users during the Subscription Term by updating their account and paying any applicable additional fees. Each such addition constitutes an order for an additional User Subscription.

6.6.2. The Client warrants that:

- Only Authorised Users will access the Platform;
- No User Subscription will be shared or used by more than one person unless reassigned;
- Authorised Users will maintain the confidentiality of login credentials; and
- The Client remains fully liable for any misuse, whether intentional or accidental, by its Users or Authorised Users.

6.7. Fees and Payment Terms. The Client agrees to pay Company the applicable fees in accordance with the selected Subscription Plan and payment terms set forth in the Price List. All payments shall be made in full and without set-off, counterclaim, or deduction.

6.8. Client Responsibilities. The Client shall:

6.8.1. Protect login credentials and prevent unauthorised access to the Platform.

6.8.2. Indemnify Company for third-party claims arising from unauthorised or unlawful use of the Platform by the Client or its Authorised Users.

6.8.3. Ensure proper data backup within its own systems.

6.8.4. Maintain appropriate security measures to protect its devices and systems used to access the Company Engage Services.

6.9. Term and Termination

6.9.1. The Subscription Term begins on the Effective Date and continues until terminated as provided herein.

6.9.2. Either party may terminate the Subscription Plan for convenience by providing 30 days' written notice. Termination takes effect on the first day of the following calendar month.

6.9.3. Company may immediately terminate the Subscription Plan without notice in the event of:

- (i) Non-payment;
- (ii) Fraud, abuse, or suspicious activity;
- (iii) Regulatory requirements; or

(iv) Violation of these Terms.

6.9.4. Company may modify the Subscription Plan and/or Engage Terms with at least 10 days' written notice. If the Client objects, it may terminate the Subscription Plan by written notice before the changes take effect. Continued use after the effective date constitutes acceptance of the modifications.

6.10. Indemnification. The Client shall fully indemnify and hold harmless Company, its affiliates, and personnel from and against all claims, liabilities, losses, and expenses (including legal fees) arising from:

- The use of the Company Engage Services by the Client or its Authorised Users in breach of applicable law or these Terms;
- Any third-party claims related to misuse or unauthorised use of the Platform.

6.11. Precedence Clause. In the event of any inconsistency or conflict between this Section 6 and any other part of the Terms, the provisions of this Section 6 shall prevail solely with respect to the Company Engage Services and the related use of the Platform.

7. Payment Methods

7.1. Third-Party Payment Providers. Except for Company's role as a limited payment agent for Contractors, the Company does not provide banking, escrow, deposit-taking, stored-value, insurance, or other financial services. To facilitate payments under the Services, the Company engages third-party payment service providers, including gateways, money transmitters, digital wallet providers, credit/debit card processors, and acquiring banks (collectively, "Payment Service Providers").

All payment services, including disbursements and withdrawals, are performed by Payment Service Providers. Availability of specific payment methods may vary based on location, and the Company does not guarantee the availability of any particular method. Use of such services may require Users to enter into a separate agreement with the relevant Payment Service Provider ("Payment Service Provider Agreement"). The use of any payment method is subject to the terms of the respective Payment Service Provider and applicable Payment Service Provider Agreement.

The Company disclaims all liability for any loss or damage, whether direct or indirect, pecuniary or non-pecuniary, arising from acts or omissions of any Payment Service Provider. The Client shall bear all applicable fees imposed by Payment Service Providers, which are in addition to any fees owed to the Company. The Company is not a party to, nor responsible for disputes under, any Payment Service Provider Agreement.

7.2. Client Payments and Transfers. Client payments may be made via wire transfer or, where applicable, Automated Clearing House (ACH) transfer. All payments are processed by regulated Payment Service Providers in accordance with applicable EU and Republic of Cyprus laws, including Regulation (EU) 2015/847 and Directive (EU) 2015/2366 (PSD2). The Company does not act as a licensed financial institution and does not hold or transfer Client funds directly.

Users are solely responsible for all fees associated with their chosen payment method, including:

- Insufficient funds or overdraft fees;
- Wire transfer or transaction processing fees;
- Currency conversion fees;
- Tax-related charges;

- Any other third-party financial institution fees.

The Company does not charge non-Client Users for payment processing. However, it has no control over and accepts no liability for fees imposed by Payment Service Providers, intermediary banks, or financial institutions.

Users are solely responsible for ensuring that their payment providers comply with applicable anti-money laundering (AML), counter-terrorist financing (CFT), and know-your-customer (KYC) regulations.

7.3. Payment Information and Compliance. To comply with applicable legal and regulatory requirements, including fraud prevention and AML/CFT obligations, the Company and Payment Service Providers may collect, store, and analyze User payment data. For more information on data usage, Users should consult the Company's Privacy Policy. The Company does not retain access to payment information entered into Payment Service Provider systems, except for payment amount and transaction status visible in the User's Account. Data collected by Payment Service Providers is governed by their respective privacy policies.

7.4. Representations and Warranties. By using a payment method and submitting payment information to the Company or any Payment Service Provider, you represent and warrant that you are the lawful owner or authorized representative of the owner of the account, and are legally authorized to initiate or receive payments using such method.

8. Payment Plan

8.1. Subscription and Payment Obligation. If you are a Client, access to certain Services requires payment of fees as listed on the Platform. These fees are payable in accordance with the selected subscription plan ("Payment Plan") available on the Price List. An invoice for each billing cycle will be issued and uploaded to your Account.

8.2. Card Payments and Automatic Billing. If you pay via debit, wire transfer, or credit card ("Card"), the following apply:

- You are responsible for any foreign transaction or other fees charged by your card issuer.
- If payment is declined due to expiration, insufficient funds, or other reasons, you remain liable for the unpaid amount. The Company may attempt to process the payment again or suspend/terminate the Services.
- If auto-payment is enabled, the Company will automatically charge your card for the applicable Payment Plan fees.

8.3. Fee Adjustments. The Company may amend Payment Plan fees by providing at least thirty (30) days' written notice prior to the end of your current billing cycle. If you do not agree to the changes, you must cancel your Payment Plan at least five (5) days before the cycle ends by sending notice to: info@koiconnect.com. Continued use of the Services following a fee change constitutes acceptance of the new Payment Plan terms.

8.4. Taxes. Payment Plan fees exclude sales, value-added, use, withholding, or similar taxes ("Taxes"). You are solely responsible for all such Taxes, excluding taxes on the Company's net income. Where required, you shall reimburse the Company for any such Taxes imposed on payments under this Agreement.

8.5. Free Trials. The Company may, at its sole discretion, offer free trial access to Payment Plans (“Free Trial”). To activate a Free Trial, you must select a Payment Plan and provide valid payment details. No charges will be made unless you continue Services after the Free Trial. You may cancel during the Free Trial by emailing: info@koiconnect.com. If not canceled, the Free Trial will automatically convert to a paid subscription, and your payment method will be charged accordingly. Canceling the Free Trial authorizes the Company to delete all data (contracts, forms, content) associated with your Account. The Company reserves the right to modify, revoke, or cancel Free Trial offers at any time, without prior notice.

8.6. Billing Cycle and Refunds. Payment obligations are non-cancelable once a billing cycle begins. No partial refunds will be issued if Services are terminated mid-cycle. All fees paid are non-refundable. Refunds may be considered solely at the Company’s discretion on a case-by-case basis.

9. Integrations

9.1. You acknowledge that the Services may integrate, interoperate with, or allow the import/export of data to or from third-party products or services (collectively, “Third-Party Products”) through functionality made available by the Company (“Integrations”).

9.2. Your use of any Third-Party Products is entirely at your own risk and discretion. The Company does not control, operate, or assume any responsibility for Third-Party Products, including any data exchanged between you and any Third-Party Product. Such interactions are solely between you and the provider of the applicable Third-Party Product.

9.3. The Company makes no representations, warranties, endorsements, or commitments regarding any Third-Party Products, their content, or your use thereof. The Company shall have no liability or obligation arising from your interaction with, reliance on, or transactions conducted through any Third-Party Products. Any agreements or transactions entered into by you via Third-Party Products are between you and the respective third-party provider and are governed by that provider’s terms and conditions.

9.4. By using any Integration, you agree to:

- Assume full responsibility and all risks associated with such use;
- Waive and release the Company from any and all claims, liabilities, or damages arising from or related to your use of Third-Party Products; and
- Defend, indemnify, and hold harmless the Company from any third-party claims, demands, or liabilities directly or indirectly related to your use of any Integration or Third-Party Product.

9.5. Integrations are provided “as is” without warranties of any kind and solely as a convenience to Users.

10. Communications from the Company

10.1. By creating an Account on the Platform, you consent to receiving communications from the Company related to the Services. You also agree to receive newsletters, promotional content, and marketing communications. You may opt out of marketing communications at any time by following the unsubscribe instructions included in our emails. Opting out of marketing communications will not affect our ability to contact you regarding operational, transactional, or service-related matters.

11. Electronic Signatures and Legal Notices

11.1. You agree that any electronic signature, symbol, or action demonstrating acceptance of a document between you and the Company, or between you and another User, shall be legally binding and enforceable to the same extent as a handwritten signature, in accordance with applicable laws of the Republic of Cyprus. You waive any objection to the enforceability of such electronically executed agreements.

11.2. You consent to receive legal and operational notices electronically. This consent has the same legal effect as if you had signed a written agreement.

11.3. The Company may send you notices via your Account, email, or SMS/text to the contact information you provided. These notices may include information regarding your Account, Services, payments, and updates to these Terms. Notices are deemed received 24 hours after transmission.

11.4. You are solely responsible for ensuring you receive all communications. If you suspect you are not receiving notices, you must promptly notify the Company at info@koiconnect.com.

12. Interruption of Service

12.1. The Platform and/or parts of the Services may occasionally be unavailable due to scheduled maintenance, updates, or technical issues. While we will make reasonable efforts to keep any downtime to a minimum, we do not guarantee continuous or uninterrupted access to the Platform or Services. We shall not be liable for any direct or indirect loss or damage, whether financial or non-financial, resulting from any temporary interruption or unavailability of the Platform and/or Services.

13. Intellectual Property

13.1. The Platform, Services, and all content provided therein (excluding User Content), including any application programming interfaces (APIs), designs, features, code, and functionalities, are and shall remain the exclusive property of the Company or its licensors. These are protected by copyright, trademark, and other applicable intellectual property laws of the Republic of Cyprus and other relevant jurisdictions.

You may not use any Company trademarks, logos, trade names, or branding without our prior written consent. You may not remove, obscure, or alter any proprietary notices displayed on or through the Platform. Except where expressly permitted, you may not reproduce, copy, modify, transmit, distribute, reverse engineer, publicly perform, or create derivative works based on any portion of the Platform or Services.

13.2. By submitting any User Content through the Platform or Services, you grant the Company and its affiliates a worldwide, non-exclusive, royalty-free, transferable, sub-licensable, and perpetual license to use, reproduce, modify, adapt, publish, distribute, display, and perform such content in connection with the operation, promotion, and improvement of the Platform and Services, in all media formats and channels now known or later developed. This license includes any intellectual property, moral, or privacy rights necessary for such use, to the extent permitted by applicable law.

14. Data Protection

14.1. You acknowledge that the Company may collect, store, and process your personal data in connection with your use of the Platform and Services. We commit to protecting your personal data in compliance with all applicable data protection laws, including the Cyprus Law on the Protection of Natural Persons with regard to the Processing of Personal Data and on the Free Movement of such Data (Law 125(I)/2018) and the EU General Data Protection Regulation (GDPR – Regulation (EU) 2016/679).

The rights and obligations of the parties relating to the processing of personal data are further set out in our **Data Processing Addendum (DPA)**, which forms an integral part of these Terms.

14.2. For more information on how we handle your personal data, please refer to our [Privacy Policy].

15. Links to Third-Party Websites or Services

15.1. The Platform may include links to third-party websites, services, or content that are not owned or controlled by the Company.

15.2. The Company is not responsible for the content, terms of service, privacy practices, or availability of any third-party websites or services. The inclusion of any such links does not constitute our endorsement or recommendation.

15.3. You acknowledge and agree that we shall not be liable for any loss or damage arising from your use of or reliance on any content, products, or services available on or through any third-party website or service.

15.4. We strongly encourage you to review the terms of service and privacy policies of any third-party sites or services before engaging with them.

16. Termination and Suspension

16.1. We reserve the right to suspend or terminate your Account and access to the Platform or Services at any time, with or without notice, at our sole discretion. Grounds for termination may include, but are not limited to:

- Prolonged inactivity;
- Violation of these Terms;
- Fraudulent, abusive, or illegal behavior;
- Behavior that harms other users, third parties, or the Company's interests;
- Non-payment or breach of other agreements with the Company.

Following termination, you may not re-register without our prior written consent. Upon termination, you will lose access to your Account and any associated content.

16.2. We may investigate any suspected breach of these Terms or other unlawful or inappropriate conduct and may cooperate with law enforcement or regulatory authorities where legally required or appropriate.

16.3. You may request to close your Account at any time by contacting us at info@koiconnect.com. We will process your request and close your Account within a reasonable timeframe.

16.4. Termination or suspension of your Account shall not affect any provisions of these Terms intended to survive termination, including but not limited to provisions regarding intellectual property (Clause 13), data protection (Clause 14), limitation of liability, dispute resolution, and confidentiality.

16. Termination and Survival

16.1. We may suspend or terminate your Account and block access to the Platform and/or Services immediately, without prior notice or liability, at our sole discretion and for any reason, including but not limited to:

- (i) extended inactivity;
- (ii) breach of these Terms;
- (iii) fraudulent, harassing, or abusive conduct;
- (iv) illegal or harmful behavior toward other Users, third parties, or the Company's business interests;
- (v) termination, suspension, or expiration of any agreement between you and us; or
- (vi) failure to make payments as required.

If your Account is terminated, you may not create a new Account without our written permission. Upon termination, you will lose all access to your Account and any associated Content.

16.2. We may investigate suspected violations of these Terms or illegal conduct via the Platform and/or Services. We will cooperate with law enforcement or courts when required to disclose information about any user suspected of wrongdoing.

16.3. You or your Business may request Account termination at any time by contacting us at info@koiconnect.com. We will close your Account as soon as reasonably possible after receiving such a request.

16.4. Termination or suspension of your Account will not affect any rights or obligations that, by their nature, survive termination, including but not limited to provisions on intellectual property (Clause 13), limitation of liability (Clause 19), dispute resolution (Clause 20), and confidentiality (Clause 21).

17. Indemnification

17.1. The Company assumes no liability for any acts or omissions by Users.

17.2. You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective employees, agents, officers, and directors from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) your use of the Platform or Services, including any unauthorized use of your account;
- (b) your violation of these Terms;
- (c) your breach of any contract or Payment Service Provider agreement; or
- (d) any content or data you submit to the Platform.

18. Force Majeure

18.1. The Company is not liable for any failure or delay in providing the Platform or Services caused by events beyond its reasonable control, including but not limited to natural disasters, strikes, wars, acts of terrorism, government actions, power outages, cyberattacks, pandemics, or network failures.

19. Limitation of Liability

19.1. We are not responsible for any errors, interruptions, delays, or failures related to the Platform or Services, including technical malfunctions, unauthorized access, or data loss. We disclaim liability for any loss, damage, injury, or death resulting from your use of the Platform, Services, or any content therein. You are solely responsible for the accuracy of any data you provide to us.

19.2. IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Exclusions

20.1. Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities as set out in Clauses 19 and 21. If such local laws apply, those limitations may not fully apply to you.

21. Governing Law and Jurisdiction

21.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus. Any disputes arising from or related to these Terms shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus, unless applicable law requires otherwise.

22. Dispute Resolution and Limitation of Liability

22.1. You agree to first attempt to resolve any disputes with the Company in good faith and without delay by contacting us at info@koiconnect.com. If a resolution cannot be reached through informal negotiation within a reasonable timeframe (not exceeding 30 days), then the dispute may be submitted for resolution in accordance with the provisions of this section.

22.2. To the extent permitted under applicable law, any dispute, controversy, or claim arising out of or in connection with these Terms, the Platform, or the Services (each a “Claim”), shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus. However, if you are a consumer domiciled within the European Union, you may also bring proceedings in the courts of your place of habitual residence, in accordance with Regulation (EU) No 1215/2012 (Brussels I Recast).

22.3. Notwithstanding the above, if both parties expressly agree in writing after a dispute has arisen, the parties may submit the Claim to final and binding arbitration under the Rules of the Cyprus Arbitration and Mediation Centre, or another mutually agreed arbitral institution, with the proceedings held in Nicosia, Cyprus and conducted in English. Any arbitration must be conducted on an individual basis. Class arbitrations and collective actions are not permitted, unless expressly required by applicable law.

22.4. Nothing in this section limits either party's right to seek interim or injunctive relief before a competent court, where necessary to prevent irreparable harm or to preserve rights pending resolution of a dispute.

22.5. To the fullest extent permitted under applicable law, the Company's total liability arising out of or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to direct damages in an amount not exceeding the total fees paid by you to the Company for the Services in the twelve (12) months preceding the event giving rise to the claim.

22.6. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, business, revenue, goodwill, anticipated savings, or data, whether incurred directly or indirectly, arising from your use of the Platform or Services, even if we have been advised of the possibility of such damages.

22.7. Nothing in this clause shall limit or exclude any liability that cannot be limited or excluded under applicable law, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any statutory consumer rights you may have under Cyprus or EU law.

23. Confidentiality

23.1. Confidential Information means any business, technical, or other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is marked as confidential or proprietary, or that should reasonably be understood as confidential due to its nature. Confidential Information does **not** include information that the Receiving Party can demonstrate:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was lawfully in the Receiving Party's possession before disclosure;
- (c) was received from a third party with a lawful right to disclose it; or
- (d) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party and cooperates reasonably to limit the disclosure if permitted.

23.2. The Receiving Party agrees to use the Confidential Information solely to perform its obligations under this Agreement and will not disclose it to any third party without the Disclosing Party's prior written consent.

23.3. The terms and conditions of this Agreement, including any pricing, shall be treated as Confidential Information of the Company.

23.4. All User Content submitted to the Platform by a User is considered the User's Confidential Information. However, the Company may use aggregated or anonymized data derived from User Content for internal purposes such as improving products and services or providing recommendations to third parties.

24. Miscellaneous

24.1. We may amend or replace these Terms at any time, providing notice to you. Continued use of the Services after such changes take effect constitutes your acceptance of the updated Terms. If you do not agree to the revised Terms, you must stop using the Services.

24.2. If any provision of these Terms is found unenforceable or invalid, that provision will be replaced by a valid provision that most closely reflects the original intent, and the remainder of the Terms will remain in full force and effect.

24.3. We may assign or transfer our rights and obligations under these Terms to any third party without prior notice. You may not assign or transfer your rights or obligations without our prior written consent, and any unauthorized assignment will be void.

24.4. Failure or delay by either party to enforce any right or provision under these Terms shall not constitute a waiver of that right or provision.

25. Contact Information

If you have any questions or concerns regarding this Terms, please contact us at:

KOICONNECT LTD

Company Number: HE464213

Address: Kallipoleos, 3, GEOGAS TOWER, Flat/Office 102, 1055, Nicosia, Cyprus

Email: info@koiconnect.com