

Terms of Service

YOUR USE OF THE PROPRIETARY FITLY SERVICE OFFERED AT [HTTPS://FITLY.WORK](https://fitly.work) (THE "SERVICE"), IS SUBJECT TO THESE TERMS OF SERVICE. IN ORDER TO USE THE SERVICE, YOU MUST AGREE TO BE BOUND BY THESE TERMS OF SERVICE ("AGREEMENT") WITH US:

LADOBURN EUROPE LTD, REGISTERED AT: CYPRUS, 3030, LIMASSOL, ARCH. MAKARIOU III, 205 VICTORY HOUSE, OFFICE 212 ("FITLY", "WE", "US", AND "OUR").

IF YOU DO NOT AGREE TO ALL TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

The Fitly [Privacy Policy](#) is incorporated herein by reference. This Agreement governs your use of the Service however accessed, including via an internet browser, smartphone, tablet, or other internet connected device.

Use of our Services requires an account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure. By signing up for the Service on behalf of a client of Fitly, you confirm that (a) you are duly authorized to represent the legal entity under which the client operates and any affiliates of the client who will be using the Service under the client, (b) you accept the terms of this Agreement on behalf of such legal entity and its affiliates, and (c) any references to "you" in this Agreement refer to such legal entity, its affiliates and all of the employees, consultants and agents of those respective parties. In addition, by identifying your business organization when registered or updating your user account, you agree that you have permission to give us permission to use such business organization's name and logo (including any trademarked names or logos) and to identify such business on the Services, our website and when we market the Services to others.

The Service

1.1 The Fitly Service may include additional services that you subscribe to receive directly from or through Fitly ("Additional Services"). Some of these Additional Services have specific additional terms that apply to your use of those Additional Services (the "Additional Terms"), and those Additional Terms become part of this Agreement. In the event an Additional Term directly conflicts with any term in this Agreement, the Additional Term will apply to your use of the Additional Services instead of the term contained in this Agreement. For the avoidance of doubt, any reference to the Service in this Agreement will include the Additional Services.

1.2 The Services may integrate with other services on a number of platforms provided by third parties ("Third Party Platforms"). Please be aware that your activities on each of these Third Party Platforms may be subject to additional terms of service for that particular Third Party Platform, which are solely between you and such Third Party Platform, and you agree to not use the Services in any way that violates such terms of service. Please also note that because our Services integrate with Third Party Platforms, we cannot guarantee the services of such Third Party Platforms, and in particular any changes to such Third Party Platforms may affect how the Services operate, and in some cases, these changes may disrupt the Services. While we will endeavor to minimize any such disruptions, you acknowledge and agree that we are not responsible for the operations of such Third Party Platforms, and how changes to Third Party Platforms may affect the performance of or your use of the Services. Certain parts of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services are subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

Term and Termination

2.1 Term. This Agreement will come into force upon your registration/log-in on our website and remain in effect (a) for as long as you use our website and/or have an active subscription for the Service or (b) if you prepay certain amount of Additional Service – for the term of one year following the prepayment in relation to such Additional Services (the "Term").

2.2 Start Date and Renewal. Subscriptions purchased by you commence on the start date specified when you complete the initial payment process and continue until terminated. If you add an additional subscription for a new Fitly service or module at a later date, the new service will commence on the start date specified at the time you add the new service and continue until terminated. Subscriptions automatically renew, as described in Section 5.1. If you would like a separate instance of the Service for an affiliate, that affiliate must purchase its own subscription to the Service and separately accept this Agreement.

2.3 Cancellation. You are solely responsible for the proper cancellation of your subscription. You may cancel your subscription at any time in the settings section of your account.

2.4 Suspension and Termination of Service. Fitly may suspend your access to the Service and terminate this Agreement and your use of the Service at any time in the event you materially breach this Agreement (including failure to pay, which may occur if your credit card cannot be charged) and you do not cure such breach within 10 days of Fitly providing you with written notice of such breach (including notice by email), or earlier if a specific subscription or Additional Terms provides otherwise. Notwithstanding the foregoing, Fitly may immediately suspend or terminate your access to the Service without liability if you are in violation of Sections 4.1, 4.6, or 12 of this Agreement, as determined by Fitly in its sole discretion. Fitly may also downgrade, suspend or terminate your access to the Service without liability, after providing you with 10 days' advance written notice, if (a) you fail

to affirmatively agree to material modifications of this Agreement pursuant to Section 3.1 below, or (b) you do not log in to or otherwise use the Service for a period of 140 days or more if you have a paid account and for a period of 60 days or more if you have a free account. For instances other than non-payment or violation of Sections 4.1 or 12, in the event you cancel one or more of your subscriptions or this Agreement is terminated by Fitly or you, Fitly will refund to you any prepaid fees that would have covered any future months (for month-to-month subscription) of your subscription after the effective date of termination for all such subscriptions, except that no refunds will be granted for the then-current month or year (for year-to-year subscriptions). See Section 5.2 for further details. Notice via email from Fitly will be sent to you at the email address you have provided to us. Fitly reserves the right to manage its client profile, the risks it will assume, the industries it will serve, and the locations where it will do business, including choosing to not provide services to certain groups, parties, industries, companies, or in certain countries, in its sole discretion.

2.5 Data Downloads and Deletion. In the event your subscription is terminated, other than in instances where it is terminated by Fitly for your nonpayment or violation of Sections 4.1 or 12, you will continue to have the ability to download the information provided, inputted, or uploaded to your databases in the Fitly Service by you or on your behalf ("Data") for 30 days after the effective date of expiration or termination of your subscription. After such 30-day period or if your subscription is terminated due to your nonpayment or violation of Sections 4.1 or 12, Fitly shall have no obligation to maintain any Data and shall thereafter, unless legally prohibited to do so, or required pursuant to Additional Terms, delete all of your Data contained in the Fitly Service.

2.6 Beta Service. You may be provided an opportunity to participate in beta or early access programs that are integrated into or are separate from the Service ("Beta Service"). By opting-in to a Beta Service, Fitly grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license right to access and use the Beta Service. You agree that (a) Beta Services are made available to you on an "as is" and "as available" basis and may contain errors, omissions, bugs, and similar inconsistencies and (b) Fitly has no obligation to correct any such errors. Fitly reserves the right to modify or terminate your use of any Beta Service at any time in our sole discretion. **YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF A BETA SERVICE.** Additionally, by opting-in to use a Beta Service, you agree to provide feedback regarding your experience with the Beta Service, upon our reasonable request. If, at any time and for any reason, you choose to opt-out of our communications regarding a Beta Service, you acknowledge and agree that we may terminate your use of the Beta Service.

Modification of Service or this Agreement

3.1 Levels of Service. The Service may be made available in free or paid versions at different levels. Not all features and functionality of the Service may be available in each version or level. Fitly reserves the right, in its sole discretion, to modify, add, or remove portions and/or functionality of the Service on a temporary or permanent basis, without liability to you or any third party.

3.2 Modification of Agreement. Fitly may modify or update this Agreement at any time for reasons such as, but not limited to, (a) accounting for changes in laws that are applicable to our Service (b) clarifying any wording or terms (c) accounting for new products or services (d) preventing or addressing any abuse of Services offered etc. In the event Fitly determines it is necessary to make a material modification to this Agreement, you will be provided with 30 days' notice of such change and asked to affirmatively agree to such modified version of the Agreement. Failure to accept the material modifications may result in termination or suspension of your access to the Service as described in Section 2.4. Note, however, that your use of the Service after modifications to the Agreement become effective constitutes your binding acceptance of such changes. You may review the most current version of this Agreement at: <https://www.Fitly.ai/terms-of-service/>.

3.3 Exclusive Remedy. If you are dissatisfied with the terms of this Agreement or any modifications to this Agreement or the Service, you agree that your sole and exclusive remedy is to terminate your subscription and discontinue use of the Service.

Usage Rights; Restrictions; Support

4.1 Usage Rights. During the Term, Fitly grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access and use the hosted software products and related documentation included in the Service and all modifications and/or enhancements to any of the foregoing via a web browser or other device owned or controlled by you for your internal business use. Nothing in this Agreement obligates Fitly to deliver or make available to you any copies of computer programs or any of the software used to provide the Service (the "Software"), whether in object code or source code form. You agree to use the Service, including the Beta Service, only in compliance with all applicable local, state, national, and international laws, rules and regulations ("Applicable Law"). You shall not, and shall not agree to, and shall not authorize, encourage or permit any third party to use the Service, including the Beta Service:

- to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, fraudulent, obscene, threatening, abusive, hateful, contains viruses, or is otherwise objectionable as reasonably determined by Fitly;
- for any fraudulent or inappropriate purpose, or in a manner for which it is not intended to be used (as determined by Fitly in its sole discretion);
- to attempt to decipher, decompile, delete, alter or reverse engineer any of the Software;
- to penetration test, hack or otherwise attempt to test the security of the Software or Service;

- to duplicate, make derivative works of, reproduce or exploit any part of the Service without the express written permission of Fitly;
- with any robot, spider, other automated device, or manual process to monitor or copy any content from the Service other than copying or exporting of the Data as contemplated in the documentation; or
- to rent, lease, distribute, or resell the Software, or access or use the Software or Services for developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Software or displayed in connection with the Service.

4.2 Support. Fitly shall: (a) provide you with basic support in connection with your use of the Service at no additional charge, and with upgraded support if purchased separately, (b) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime, (ii) any unavailability caused by circumstances beyond Fitly's or its subcontractors reasonable control, including, but not limited to, acts of God, acts of government, floods, fires, earthquakes, pandemics, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), internet service provider failures or delays, or denial of service attacks, or (iii) as necessary to update the Service to ensure its security and integrity, and (c) provide the Service only in accordance with Applicable Law. Fitly's hours for basic support are 9:00 a.m. to 6:00 p.m., CET Time, on weekdays, in the English language. Also, while Fitly would like to offer the Service in a manner that accommodates all customers in their native language, this is not practical considering the constant updating we do with our Service, the vast number of languages spoken and read in the world, and the localizations that would be required. Fitly therefore provides much of its Service in English, with limited adaptations to certain major languages, which adaptations are made in its sole discretion.

4.3 Privacy and Security Safeguards. Fitly shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the Service, and the security of your Data. Fitly shall not (a) disclose your Data for any purpose other than to provide the Service except as compelled by Applicable Law or as you expressly authorize in writing or as otherwise provided in our General Privacy Notice or California Privacy Notice, or (b) access your Data except to provide the Service and prevent or address service or technical problems, at your express request in connection with customer support matters, or as provided in our Privacy Policy. In the event Fitly is compelled by Applicable Law to disclose your Data, we will provide you with reasonable notice thereof, (in advance, if possible) if permitted by Applicable Law.

4.4 Your Responsibility. You are solely responsible for your Data, and all uses of your Data that occur through your account or any actions taken by your employees, admins, consultants, agents etc. in your account. Access credentials are for use only by you and by your authorized users, in each case in connection with your use of the Service, and you may not sell, transfer, share, or sublicense access credentials to any other person, or permit any other person to do so. You shall maintain the confidentiality of your access credentials and may not transfer them to or allow them to be used by any third party, other than by your authorized users in connection with the use of the Services. If Fitly believes access credentials have been compromised or misused, Fitly may change any or all access credentials or suspend your account.

4.5 You acknowledge that you retain administrative control as to who is granted access to your account with the Service. Each account is controlled by an account owner tied to a specific email address and may also have one or more admins and/or billing admins to help manage the account. Fitly is entitled to rely on communications from the account owner and admins when servicing your account. If a person within your organization requests a change to the account owner, we will attempt to contact the account owner for consent, but to the extent that the account owner does not respond to our communications or is otherwise unavailable, we will transfer the account owner based on our own internal verification methods and at our sole discretion.

4.6 API Integration. If you integrate with Fitly using our API, you must use efficient programming, which will not cause an excessive number of requests to be made in too short a period of time, as-determined solely by Fitly. If this occurs, Fitly reserves the right to throttle your API connections or suspend or terminate your Fitly account.

Payment Terms; Automatic Renewal

5.1 YOUR SUBSCRIPTION TO THE SERVICE RENEWS AUTOMATICALLY ON A MONTH-TO-MONTH OR YEAR-TO-YEAR BASIS. IF YOU ARE PAYING BY CREDIT CARD, YOUR CREDIT CARD WILL BE CHARGED ONCE A MONTH OR ONCE A YEAR FOR MONTHLY OR ANNUAL SUBSCRIPTIONS OR AT THE TIME ANY PREPAYMENT HAS BEEN DEPLETED BASED ON YOUR SUBSCRIPTION TO THE SERVICE AND/OR USE OF ADDITIONAL SERVICES. Fitly will email you a receipt when your card has been charged. If your card cannot be charged, Fitly will notify you and you will need to update your payment information. In the event you do not update your payment information within 21 days of Fitly's notice, your access to the Service may be suspended and you will need to update your card information in order to resume use of the Service. There will be no refunds or credits for partial months of service.

5.2 Pricing Adjustments. We may offer you certain discounts if you prepay your month-to-month or year-to-year subscription. If you cancel your subscription, or your subscription is suspended for nonpayment, before your prepayment has been depleted, we will refund any unearned prepayment fees but you will no longer qualify for a prepayment discount and you will be charged the difference between the monthly or annual and prepayment discount pricing for the number of months your subscription was active during a prepayment period. If you

cancel only a portion of your subscription, you may still qualify for a prepayment discount and the prepaid amounts attributed to that portion will be used against other services to which you have subscribed.

5.3 Fees and Taxes. All fees are exclusive of all taxes or duties imposed by governing authorities. Other than VAT which Fitly may be required to collect from you and remit to appropriate taxing authorities, you are solely responsible for payment of all such taxes or duties.

5.4 Subscription Charge Adjustments. Fitly may at any time, upon notice of at least 90 days, or a longer period if required by Applicable Law, change the price of your subscription or any part thereof, or institute new charges or fees. If you have prepaid your month-to-month or year-to-year subscription service, price changes and institution of new charges implemented after your prepayment will go into effect for your next monthly or annual subscription term after the 90 days' notice and the updated fees will be subtracted from your prepayment. If you do not agree to any such price changes, then your sole remedy is to cancel your subscription and stop using the Service prior to the commencement of the renewal subscription period for which the price change applies. As stated in 2.3, you are responsible for initiating the cancellation of your subscription to the Service.

Intellectual Property Rights

6.1 Fitly Rights. As between the parties, Fitly owns and shall retain all right, title and interest in and to (a) the Software, Service, and Beta Service including all intellectual property rights therein, and (b) all operational and performance data related to your use of the Service and Beta Service, including, without limitation, which features are used, time spent using the Service and Beta Service, and similar data and metadata created in connection with the Service and Beta Service, together with analysis of such operational and performance data and derived findings, correlations, discoveries, and other insights or learnings derived by Fitly from such analysis (collectively, "Performance Data"). Fitly may collect, use, and disclose all such Performance Data for its business purposes (such as software use optimization, product marketing, industry benchmarking, best practices guidance, recommendations, or similar reports for distribution to and consumption by you and other Fitly customers and prospects, etc.), including by combining and analyzing Performance Data with other data. Fitly shall not disclose Performance Data to any non-affiliated third party unless such Performance Data has been anonymized or de-identified, or is disclosed in aggregated form, in all cases such that Performance Data does not reveal your identity, any of your confidential information, or any personally identifiable information that belongs to you or your employees.

6.2 Your Rights. You retain all right, title and ownership interest in and to your Data. Fitly has no right, title or interest in any personally identifiable information contained in or related to your Data. If you are a consultant to the client of Fitly and provide services to such client that include or involve accessing and/or using the Data, you acknowledge that you do not own or have any rights or interests in the Data except as authorized by the client of Fitly and that such client is the owner of the Data in the Fitly Service. You further acknowledge and agree that Fitly may follow the instructions of the client regarding the Data including removing your access to the Data and/or reassigning your roles and permissions related to the Data.

6.3 Feedback. To the extent you provide any suggestions, enhancement requests, recommendations, comments, or other feedback ("Feedback") about the Service, including the Beta Service, to Fitly, the Feedback will not be considered confidential or proprietary, and Fitly may use and include any such Feedback to improve the Service and/or the Beta Service, or for any other purpose. Accordingly, if you provide Feedback, you agree that Fitly shall own all such Feedback, and Fitly and its affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Service or other related technologies, and you hereby assign all rights in such Feedback to Fitly.

6.4 Deliverables. From time to time during the Term, Fitly may develop, author or prepare custom documents, designs, computer programs, computer documentation and other tangible materials ("Deliverables") for you pursuant to agreement between you and Fitly. Fitly shall own and retain all right, title and interest in and to such Deliverables and hereby grants to you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license for you to use such Deliverables for your internal use only during the Term. Fitly may reuse any Deliverables, provided that such use does not reveal your identity, your confidential information or any personally identifiable information that belongs to you or your employees.

6.5 If you believe any information on our website infringes your copyright, you should send written notice of copyright infringement to our designated copyright agent at the address given below. Your notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. 512) by providing the following information:

- * A description of the copyrighted work that you claim has been infringed;
- * A description of where the material that you claim is infringing is located on the Service;
- * Your address, telephone number and email address;
- * A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- * A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the copyright at issue or are authorized to act on the copyright owner's behalf; and
- * An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

Our designated copyright agent for notice of claims of copyright infringement on the Services may be reached at the following email: legal@Fitly.ai.

Publicity

7.1 Unless otherwise agreed to by you and Fitly, during the Term, Fitly may disclose your company name as a customer of Fitly and/or subscriber to the Service, and you hereby grant Fitly the right to display your company name and logo in Fitly's marketing materials and on Fitly's public website, in each case in accordance with any branding guidelines you may provide to Fitly.

User Content

8.1 By using Fitly website you will be able to submit, upload, post, share, or display (hereinafter, "post") announcements, advertisements, publications, comments or content, as well as to interact with others through user comment areas, message boards, direct messages, Fitly's blog, and similar user-to-user areas, as applicable (such content shall be collectively referred to as "User Content"). User Content includes any comments or reviews you provide to Fitly, whether through customer support or otherwise, about the Service and/or Beta Service, but excludes all Data.

8.2 You hereby grant to Fitly an irrevocable, perpetual, non-exclusive, transferable, sublicensable, assignable, royalty-free, worldwide right and license to use, reproduce, display, perform, distribute, and prepare derivative works of any User Content you post on our website or about the Service, including the Beta Service, for any purpose and in all forms and all media, whether now known or that become known in the future, and you waive any and all claims that you may have now or may hereafter have in any jurisdiction to any moral rights and all rights of "droit moral" in your User Content. If you post User Content, you represent and warrant to Fitly that you own or control all rights in and to such User Content and have the right to grant the rights above to Fitly.

Warranties and Limitation of Liability

9.1 Limited Warranty. Fitly represents, warrants, and covenants as follows: (a) the Service will perform substantially in accordance with the specifications generally provided by Fitly in connection with the Service ("Documentation"); (b) the provision of the Service will comply with all privacy and data protection laws applicable to our business; (c) we will not sell personal information provided by you, and we will retain, disclose, or use personal information provided by you only for purposes of providing the Service, except as otherwise permitted by applicable law; and (d) any professional services performed for you by Fitly will be performed in a professional and workmanlike manner, with the degree of skill and care that is required by sound professional procedures and practices.

9.2 2 DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES PROVIDED ABOVE, FITLY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, BETA SERVICE, SOFTWARE, DOCUMENTATION, DELIVERABLES AND OTHER MATERIALS AND/OR SERVICES. FITLY DOES NOT WARRANT THAT OPERATION OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

9.3 LIMITATION OF LIABILITY. EXCEPT FOR (I) A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR (III) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER WITH RESPECT TO THIS AGREEMENT IS LIMITED, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TO THE FEES COLLECTED BY OR PAYABLE TO FITLY FROM YOU PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENT FROM WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATIONS APPLY EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. THE FOREGOING LIMITATIONS DO NOT APPLY TO YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT HAS BEEN ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

Indemnification

10.1 You agree to indemnify, defend and hold harmless Fitly, and its subsidiaries, affiliates, assigns, officers, directors, agents, and employees from and against any costs, damages, expenses (including reasonable attorneys' fees), judgments, losses and other liabilities (including amounts paid in settlement) ("Liabilities") incurred as a result of any third-party action, claim, demand, proceeding or suit ("Claim") to the extent arising from or in connection with (a) your access or use of the Software, Beta Service and/or Service in violation of this Agreement, (b) any employment decision or action you take due to information available through or your use of the Service or relating to the inaccuracy or incompleteness of any information you make available to your employees, independent contractors or candidates by or through the Services, including, without limitation, the

inaccuracy or incompleteness of any information relating to the actual or proposed compensation of, or equity ownership by, such employees, independent contractors or candidates, (c) User Content or Data provided by you, your end users, or other third parties, (d) your violation or alleged violation of any third party right, including without limitation any right of privacy or any right provided by labor or employment law, and (e) your violation or alleged violation of this Agreement.

10.2 Fitly agrees to indemnify, defend and hold harmless you, and your affiliates, officers, agents, and employees from and against any Liabilities incurred as a result of any third-party Claim made or brought against you alleging that your use of the Software, Beta Service, and/or Service in accordance with this Agreement infringes the intellectual property rights of a third party. Notwithstanding the foregoing, in no event shall Fitly have any obligations or liability arising from: (a) use of the Software, Beta Service, and/or Service in a modified form or in combination with materials or software not furnished by Fitly, and (b) any User Content, information or Data provided by you, your end users, or other third parties.

10.3 A party seeking indemnification hereunder shall (a) promptly notify the other party in writing of the Claim, (b) give the indemnifying party sole control of the defense of such Claim and all negotiations for the compromise or settlement thereof (provided that if any settlement requires any action or admission by the indemnified party, then the settlement will require the indemnified party's prior consent), and (c) provide the indemnifying party with all reasonable cooperation, information and assistance in connection with such Claim; provided, however, that failure by the indemnified party to provide prompt notice of a Claim, grant such sole control, and/or provide such cooperation, information and assistance, shall not relieve the indemnifying party of its obligations under this Article 10, except to the extent that the indemnifying party is materially prejudiced by such failure. The indemnified party may be represented by its own counsel, at its own expense.

Governing Law; Jurisdiction

11.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Cyprus, without reference to conflict of laws principles.

11.2 Any legal action or proceeding with respect to this Agreement must be brought in the courts of Cyprus in accordance with its legislation. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Compliance with Laws; Disclaimers

12.1 Each Party shall comply with all Applicable Laws in connection with its own activities under this Agreement. The Service can be configured and used in ways that do not comply with Applicable Laws and it is your sole responsibility to ensure that your employees' use and your use of the Service, including the Beta Service, complies with and is in accordance with Applicable Law. In no event shall Fitly be responsible or liable for your failure to comply with Applicable Law in connection with your use of the Service or a Beta Service.

12.2 Fitly does not provide its customers with legal advice regarding compliance, data privacy or other relevant Applicable Laws in the jurisdictions in which you use the Service, and any statements made by Fitly to you shall not constitute legal advice.

12.3 You acknowledge that Fitly exercises no control over your specific recruiting practices implemented using the Service or your decisions as to employment of any candidate by using the Service. In addition, you are responsible for the privacy (including adopting and posting your own privacy policies governing your treatment of your candidates and employees' Data), collection, use, retention and processing of your candidates and employees' Data, and providing any and all notices and information to your candidates and employees regarding the foregoing, in compliance with all Applicable Laws. Fitly hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service, including a Beta Service, by you and/or your employees, contractors or agents.

Additional Services; Third Party Services

13.1 Third Party Services. You acknowledge and agree that you shall be solely responsible for procuring and complying with any license or right to use any Third-Party Services ("Third-Party Services" means any services used in connection with the Services that are hosted or provided by a person or entity other than Fitly, whether linked to, integrated with, or connected to the Services by you or Fitly). Neither this Agreement nor our Privacy Policy shall apply with respect to data stored on or manipulated by, or during transmission by means of use of Third-Party Services. For purposes of this Agreement, Third-Party Services are subject to their own terms and conditions and you use such Third-Party Services at your own risk. FITLY MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION AS TO THEIR AVAILABILITY, RELIABILITY, UPTIME, OR SECURITY, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

General Provisions

14.1 Entire Agreement. This Agreement encompasses the entire agreement between you and Fitly with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written

or oral. No purchase order or other form submitted by you will modify, supersede, add to or in any way vary the terms of this Agreement.

14.2 No Waiver. The failure of Fitly to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

14.3 Severability. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be interpreted so as to reasonably effectuate the intention of the parties and shall not affect the validity and enforceability of any remaining provisions.

14.4 Survival. The provisions of this Agreement that should, by their nature survive termination and/or expiration, shall and do survive such termination and/or expiration.

14.5 Assignment. You may not assign or otherwise transfer (via a change of control or otherwise) any of your rights or obligations under this Agreement without Fitly's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. Any assignment in violation of the foregoing will be null and void.

14.6 No Legal Advice; Reliance. No part of this Agreement is intended or shall be construed as legal advice. Fitly shall not be liable for any errors or omissions in the content of this Agreement or for any actions taken in reliance thereon.

14.7 No Third-Party Beneficiaries. Subject to Section 14.1, nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

14.8 FAQ Disclaimer. No part or content contained in the FAQs or FAQ videos is intended to be legal advice, contractual, a "meeting of the minds" or binding in nature. FAQs and FAQ videos are intended to be informational and do not create a contract or other binding agreement and should not be considered a substitute for reading and understanding this Agreement. The FAQs and FAQ videos are not guaranteed to be accurate, complete, reliable, current or error-free. In the event of a conflict between this Agreement and the FAQs and/or FAQ videos, the terms of this Agreement will control.

GOOGLE API DISCLOSURE

We may use Google's Application Programming Interface (API) Services to enable the user authorization feature for accessing the Services (i.e., use of your Gmail account to login to our website). Our use and transfer to any other app of information received from Google APIs will adhere to the Google [API Service User Data Policy](#), including the [Limited Use Requirements](#). Your Google information is used by our system developers to provide or improve user-facing features.

LINKEDIN API DISCLOSURE

We may use LinkedIn API to enable the user authorization feature for accessing the Services (i.e., use of your LinkedIn account to login to our website). Our use and transfer to any other app of information received from Linked APIs will adhere to the [API Terms of Use](#). Your LinkedIn information is used by our system developers to provide or improve user-facing features.