

Terms of Use

Last update: 20 December 2024

Dear user, you are on our website <https://www.growity.tech> (the **"Website"**), which is owned and operated by **GROWITY TECH LTD**, a legal entity incorporated under the laws of Cyprus, company number HE451528, with its registered office at Aglantzias 21B, 2nd floor, office 1, Aglantzia, 2108, Nicosia, Cyprus (**"GROWITY"**, **"the Company"** **"we"**, **"us"**, **"our"**).

These Terms of Use (the **"Terms of Use"**, the **"Terms"**) should govern relationships between the users and the Company regarding the use of the Website.

Please read these Terms of Use carefully before using the Website. If you do not agree with any part of these Terms of Use, please stop using the Website immediately.

All the materials contained on this Website are provided for informational purposes only and shall not be construed as a commercial offer, a licence, an advisory, fiduciary or professional relationship between you and the Company.

1. SUBJECT MATTER

1.1. The Company defines the terms and conditions of these Terms of Use at its discretion, and these Terms of Use can be accepted by the use of the Website by the other party (the **"user"**, **"you"**, **"your"**). The user cannot propose the terms and conditions of these Terms of Use.

1.2. These Terms of Use, our Privacy Policy (the **"Privacy Policy"**) and our Cookie Policy (the **"Cookie Policy"**) constitute the entire agreement (the **"Agreement"**) between you and the Company regarding your use of the Website. Each party of this Agreement may be referred to individually as the **"Party"** or collectively as the **"Parties"**.

1.3. These Terms of Use must be read and interpreted in conjunction with the Privacy Policy and the Cookie Policy. You may not use the Website without first reviewing the Terms of Use, the Privacy Policy and the Cookie Policy. By using the Website it is presumed that the user has read and agreed to the terms of the Terms of Use, the Privacy Policy and the Cookie Policy.

1.4. These Terms of Use regulate the use of the Website, access to its functionality, as well as the services and information provided by the Company on this Website, which may include but are not limited to (the **"Services"**):

- the Website as a whole;
- introduction to the services, products and solutions provided by the Company;
- our insights;
- our main areas of activity;
- the section about us, our partners, achievements and other information;
- our team information;
- feedback and "contact us" functionality;
- other content that is/can be added to the Website by the Company in its sole discretion.

1.5. The user may use the Website for any other services available on it, but in any case, the user shall not use the Website for any illegal purposes, and may not violate any laws of its jurisdiction or laws of Cyprus. We make no representations that this Website will be available in all locations around the world. If the user does so, he shall be solely responsible for compliance with local laws.

1.6. All the users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use.

2. AGREEMENT BY THE PARTIES

2.1. This Agreement is considered to be concluded by acceptance of all its terms. Acceptance is provided by performing by the user any conclusive actions aimed at obtaining the Services provided by the Company on the Website, which may include, but are not limited to:

- the use of the Website;
- transition to any web pages, hyperlinks of the Website;
- using the “contact us” form or similar functionality for any inquiries;
- requesting demonstration of the Services, products and/or solutions which the Company provides and/or supplies;
- indicating the user’s email for feedback;
- any other interaction with the Website.

3. INFORMATION AVAILABLE ON THE WEBSITE

3.1. The Website may contain the following information:

- general information about the Company or the Company’s partners;
- types of services and products provided/supplied by the Company;
- fields of expertise rendered by the Company;
- description of the services and products provided/supplied by the Company;
- information about the Company’s projects, testimonials, achievements and certifications;
- feedback procedure;
- the Company’s blog;
- hyperlinks to third-party services;
- any other information that the Company may choose to post on the Website.

4. CHANGES TO THE WEBSITE AND THE AGREEMENT

4.1. The Company reserves the right, temporarily or permanently, to modify, suspend or discontinue the Website (or any part thereof or related content) without notice, in its sole discretion, at any time and for any reason.

4.2. From time to time, the Company may, in its sole discretion, for any reason and without any liability to the users or any other person, modify, supplement or amend the Terms of Use, the Privacy Policy and the Cookie Policy and require the user to review and agree to additional terms and conditions (the “**Revised Terms**”) to continue to use the Website.

4.3. We may restrict access to the Website from time to time due to maintenance and updates at our sole discretion.

4.4. We may restrict access to certain parts of the Website at our sole discretion.

4.5. You agree that you are solely responsible for tracking changes on the Website. We do our best to publish any new information about changes in the Terms of Use of the Website, but the user must independently check the Terms of Use for updates when accessing the Website. In any case, the

user is obliged to comply with changes to this Agreement from the moment they are made and published.

4.6. We are not liable to the user or any third party for any modification, suspension or termination of the Website or its content.

4.7. We are not liable for interruptions in access to the Website caused by failures in the operation of servers, routers, networks, etc. of third-party data centres or Internet service providers selected by the user, or connection problems caused by them.

4.8. We reserve the right, but not the obligation, to:

- monitor the Website for violations of these Terms of Use;
- take appropriate legal action against anyone who violates the law or these Terms of Use, including, but not limited to reporting such user to law enforcement authorities;
- at our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof;
- at our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- otherwise, manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website.

5. SUSPENSION OF ACCESS TO THE WEBSITE

5.1. The Company has the right at any time, at its sole discretion, to suspend the user's access to the Website at its initiative, without penalty or liability to the user or any third party, as well as in case of violation of the Terms of Use by the user or any other actions that may lead to violation of the Terms of Use. If the user violates these Terms of Use, this action is in addition to, and not in substitution for, any other right or remedy that may be available to us.

5.2. These Terms of Use shall remain in full force and effect while you use the Website.

5.3. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, AT OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR NO REASON, INCLUDING, BUT NOT LIMITED TO FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR ANY APPLICABLE LAW OR REGULATION.

6. INTELLECTUAL PROPERTY

6.1. Any literary and artistic works, computer programmes (in particular, but not exclusively, the Website code), databases, works, functionality (including, but not limited to all information, text, images, video, and audio, as well as their design, selection, arrangement, materials, processes, procedures, methods, techniques, trademarks and any other content), as well as any objects under applicable law (the **"Intellectual Property"**) are owned by the Company or licensed to us. All rights are reserved.

6.2. Any unauthorised, unlawful use of the Website or its content, Intellectual Property in violation of the Terms of Use, or copying of Intellectual Property, including but not limited to the Website code, Website design, articles, or video content is prohibited. The use of videos, texts and

articles posted on the Website or third-party websites is permitted only with a link to the Company Website or third-party website that lawfully uses such the Company's materials.

6.3. The user acknowledges, understands and agrees that the Company retains all rights to the Intellectual Property, except for the personal data subject to the Privacy Policy.

6.4. Unauthorised use of any trademarks, including reproduction, imitation, or misleading use, is prohibited.

6.5. Any unfair use of the Website content and not for purposes consistent with the law is prohibited and will be treated as an intentional violation of this Terms of Use which leads to liability.

6.6. If the users violate the requirements of this section, they may be immediately denied access to the Website and will be liable under the law.

6.7. The user is not granted any right to use Intellectual Property except as specifically provided elsewhere in the Terms of Use and separate agreements with the Company. If the user wishes to use any material for any purpose other than as stipulated in these Terms of Use, such use may only be made with the Company's prior permission upon the user's request to _____ or through the "contact us" form.

7. PRIVACY AND COOKIE POLICIES

7.1. The Company does not collect the personal data of the users, except as specifically stated in the Privacy Policy. The company reserves the right to make changes to the Privacy Policy, so you can find the current version of the Privacy Policy here.

7.2. The Company and our service providers use various technologies to collect information when you interact with the Company, including cookies and other similar technologies which enable us to collect information about your device identifiers, IP address, web browsers used to visit the Website, pages or features viewed, access Website times, and links clicked. Where required, you will be asked for consent to our use of cookies. To view more information on what cookies we use and how we use them, please review the Cookie Policy.

8. SUBMISSIONS OF THE INFORMATION

8.1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Website (the "**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights to the Submissions. We shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you.

8.2. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to transmit such Submissions. You agree that there shall be no recourse against the Company for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

9. THIRD-PARTY SERVICES

9.1. The Company may include links to third-party websites on the Website.

9.2. Such links are provided for the convenience of the user. The Company is not responsible for the content of third-party websites, collection of information about the users, or other actions of third parties. Before using third-party services, the user should read the terms of use of third-party websites and services, as well as their privacy policy.

10. LIMITATION OF LIABILITY

10.1. The Company strives to make the use of the Website convenient. Nevertheless, the Company is not liable for any unlawful use of the Website by users. The information posted on the Website is provided on an “as is” and “as available” basis and may contain technical or typographical inaccuracies or mistakes. Therefore, the Company does not guarantee the accuracy of the posted data and makes no representations or guarantees regarding such information. Users should not make any business decisions based on the information posted on the Website.

10.2. Use of any part of the Website is at your own risk. We cannot and do not accept any liability for any activity that the user may carry out using the Website.

10.3. The Website may not be available in all languages or all countries and we make no representation that the Website's functionality will be appropriate, accurate or available for use in any particular location. Any information posted on the Website is current only as of the date of its publication and may not be correct at the time of further use of the Website.

10.4. THE SERVICES MAY NOT BE UNINTERRUPTED OR SECURE. THE USER UNDERSTANDS THAT THE RISKS TO SECURITY, PRIVACY AND CONFIDENTIALITY CANNOT BE COMPLETELY REMOVED. THEREFORE, THE USER GUARANTEES NOT TO FILE CLAIMS IN CONNECTION WITH CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL.

10.5. THE COMPANY IS NOT LIABLE FOR VERIFYING THE IDENTITY OF THE USERS.

10.6. THE COMPANY IS NOT LIABLE FOR ANY USER INFORMATION UPLOADED TO THE WEBSITE (IN THE CONTACT FORM OR BY OTHER METHODS). THE COMPANY ALSO DOES NOT GUARANTEE THE ACCURACY, APPLICABILITY OR RESPONSE OF THE COMPANY TO THE USER'S REQUESTS.

10.7. THE COMPANY IS NOT LIABLE FOR THE USE OF THIRD-PARTY SERVICES.

10.8. THE COMPANY DOES NOT GUARANTEE THAT:

- THE SERVICES WILL BE COMPATIBLE WITH YOUR COMPUTER AND RELATED HARDWARE AND SOFTWARE;

- THE SERVICES WILL BE AVAILABLE OR FUNCTION WITHOUT INTERRUPTION, OR WILL BE ERROR-FREE, OR ANY ERRORS WILL BE CORRECTED;

- INFORMATION AVAILABLE ON OR THROUGH THE SERVICES WILL BE ACCURATE, COMPLETE, CONSISTENT OR TIMELY;

- ANY USER INFORMATION (FOR EXAMPLE, EMAIL INFORMATION AND REQUEST THROUGH CONTACT FORM) WILL BE STORED BY THE COMPANY BEYOND THE TERMS SPECIFIED IN THE AGREEMENT.

10.9. The user agrees to use the Website with all reasonable security precautions. We shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

10.10. The user understands that any site may be subject to virus attacks, information distortion, and other causes beyond the Company's control.

10.11. The user voluntarily waives any claims against the Company, as well as the filing of claims regarding the use of the Website. The user will not claim any compensation for any damages concerning the use of the Website.

10.12. All the Company services made available through other sites than the Website are subject to separate terms of use, and may have different privacy policies and terms of processing of personal data, etc. Therefore, please read them carefully before using these services, as you are solely responsible for reviewing and agreeing with them.

11. PROHIBITED ACTIVITIES

11.1. You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

11.2. As the user of the Website, you agree not to:

- systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

- make any unauthorised use of the Website, including collecting email addresses of the users by electronic or other means to send unsolicited emails, or create user accounts by automated means or under pretences.

- circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Website and/or the content contained therein.

- engage in unauthorised framing of or linking to the Website.

- engage in any automated system use, such as using any data mining, robots, or similar data gathering and extraction tools.

- interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website.

- use the Website as part of any effort to compete with us or otherwise use the Website and/or the content for any revenue-generating endeavour or commercial enterprise.

- decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website.

- attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website.

- harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Website to you.

- delete the copyright or other proprietary rights notice from any content.

- copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

- upload or transmit (or attempt to upload or to transmit) viruses, trojans, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website.

- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, but not limited to clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCM").

- except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including, but not limited to any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorised script or other software.

- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website.

- use the Website in a manner inconsistent with any applicable laws or regulations.

12. USER-GENERATED CONTRIBUTIONS

12.1. The Website may invite you to contribute to, or participate in blogs and other functionality, and may provide you with the opportunity to create, submit, display, transmit, or distribute content and materials to us, including but not limited to text, writings, suggestions, or personal information or other material (the “**Contributions**”).

12.2. Contributions may be viewable through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you hereby represent and warrant that:

- the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;

- you are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Website, and other users of the Website to use your Contributions in any manner contemplated by the Website and these Terms of Use;

- you have the written consent, release, and/or permission of every identifiable person in your Contributions to use the name or likeness of every such identifiable person to enable inclusion and use of your Contributions in any manner contemplated by the Website and these Terms of Use;

- your Contributions are not false, inaccurate, or misleading;

- your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;

- your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us);

- your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;

- your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;

- your Contributions do not violate any applicable law, regulation, or rule;

- your Contributions do not violate the privacy or publicity rights of any third party;

- your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 sexually or violently;

- your Contributions do not violate any state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;

- your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap;

- your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

13. CONTRIBUTION LICENCE

13.1. By posting your Contributions to any part of the Website, you automatically grant us, and you represent and warrant that you have the right to grant, an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide right and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, display,

reformat, translate, transmit, excerpt (in whole or in part) such Contributions (including, but not limited to your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sub-licences of the foregoing.

13.2. This licence will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

13.3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Website.

13.4. You are solely responsible for your Contributions to the Website and you expressly agree to exonerate us from any responsibility and to refrain from any legal action against us regarding your Contributions.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

14.1. This Agreement will be governed by and construed under the laws of Cyprus.

14.2. Any disputes shall be resolved through negotiations. Users shall first contact the customer service at _____ within 60 (sixty) calendar days after one of the Parties has notified another on the matter of the dispute(s) and initiated negotiations.

14.3. In case such dispute(s) cannot be resolved by negotiations, any disputes arising out of or in connection with this Agreement, including any question(s) regarding its existence, validity or termination, shall be referred to and finally decided in the courts of Cyprus.

14.4. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

14.5. If any provision of these Terms of Use is found by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be modified and/or limited only to the minimum extent necessary so that these Terms of Use remain in full force and effect.

15. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

15.1. Visiting the Website, sending us emails, and completing online forms shall constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

15.2. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE.

16. OTHER PROVISIONS

16.1. The titles and section headers used in this Agreement are just for convenience and have no bearing on how any of its provisions are written.

16.2. Each Party affirms that it has the power and authority to enter into this Agreement.

16.3. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss,

damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- use of the Website;
- breach of these Terms of Use;
- any breach of your representations and warranties outlined in these Terms of Use;
- your violation of the rights of a third party, including but not limited to intellectual

property rights.

16.4. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding subject to this indemnification upon becoming aware of it.

16.5. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

16.6. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Website. You agree that these Terms of Use will not be construed against us by having drafted them.

16.7. You hereby waive any defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

17. FEEDBACK

17.1. In case of any questions when using the Website or any other issues, users may contact the Company according to the established procedure via a contact form or by email support@growity.tech.

17.2. By filling out an application contact form or sending a message to support@growity.tech, you confirm that you have the legal capability and authority to cooperate or interact with the Company.