

Terms of Service for Ayoa Account

IMPORTANT – READ CAREFULLY PRIOR TO ACTIVATING OR UPGRADING YOUR AYOA ACCOUNT

OpenGenius Ltd owns the copyright, trade mark, trade names, patents and other intellectual property rights subsisting in or used in connection with Ayoa desktop, mobile or web applications, including all documentation and manuals and all other copies which you are authorized to make by this agreement. This is a legal agreement between “You” (either an individual or single legal entity) and OpenGenius governing the use of Ayoa. The License Agreement is devised around this main License category: “Time Sensitive” License (including but not exclusive of evaluation / trial). It is unlawful to use Ayoa without an account. OpenGenius Ltd are willing to allow you to use Ayoa only on the condition that you accept all the terms contained in these Terms of Service. Please read the Terms of Service carefully before activating or upgrading your account. By activating or upgrading your account you agree to be bound by the terms of this agreement. If you do not agree with these terms and conditions OpenGenius Ltd are unwilling to allow you to use Ayoa, and you should not activate your account.

1. Subscription / Account

In consideration of your agreement to the terms of this Agreement, we grant you a non-exclusive right to use Ayoa in accordance with clause 2 below. This License is personal to you as the Ayoa account holder and is for your benefit only. If you are an individual acquiring Ayoa for use at home or your office, the License terms apply to You. If you are a business, commercial entity or government agency, the terms of Ayoa apply to your current employees. If you are an educational institution, the Ayoa terms apply to the faculty and teaching staff employed by you and registered students enrolled at a site operated by you.

1.1 Terms and Conditions Applicable to Time Limited Licenses

You are granted a License to use Ayoa for a set time period as stipulated by your account, subject to the terms, fees, conditions, restrictions, and limitations contained herein and on the applicable Ayoa website. As the account holder, you may use Ayoa on any internet connected computer or supported mobile device.

2. Subject Matter

Ayoa Registered Users can opt for paid membership. Details about the applicable fees are set forth on the Ayoa website. The fees listed are binding. Payments for Ayoa subscriptions or Add-on packages shall be due immediately upon invoicing. Payment can be made using the various debiting

procedures available, especially with the accepted credit cards, or the available online payment systems. If OpenGenius Ltd is unable to collect any fees from an account designated by the User due to lack of funds, the User shall bear all costs arising there from, including bank charges related to any debit entries or similar charges, insofar as the User is responsible for the event that triggers these costs. OpenGenius Ltd may deliver invoices to the User for Ayoa subscriptions or Add-on purchases via email. The User acknowledges and agrees that it is technically impossible to achieve 100% availability of the Ayoa applications. OpenGenius Ltd shall nonetheless endeavour to keep Ayoa applications available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond OpenGenius Ltd's control (e.g. disruptions in public communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services provided in Ayoa applications.

3. Registration, and Representations and Warranties upon Registration

Users must register prior to using Ayoa. The User warrants and represents that all of the data provided by the User for registration is accurate and complete. The User shall report any changes in the registration data to OpenGenius Ltd without undue delay. The User shall choose a password upon registration. The User is obliged to keep this password secret. OpenGenius Ltd shall not disclose the password to any third party and OpenGenius Ltd shall not ask for the User's password at any time. By completing the registration process, the User consents to enter the agreement to use the Ayoa services. OpenGenius Ltd accepts this offer by activating the account for the use of Ayoa services. The agreement takes effect with the aforementioned acceptance by OpenGenius Ltd.

4. Obligations of the User

4.1 To comply with all applicable legislation, and respect all third-party rights. In Particular, the User shall not

Use any insulting or defamatory contents, regardless of whether said contents are directed at another user or OpenGenius Ltd personnel or other companies
Use any pornographic materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors
Unreasonably annoy (particularly with spam) any other user.
Use without authorization any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law.
Use or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales).

4.2 The User is prohibited from the following:

Employing any mechanisms, software or scripts when using Ayoa. Blocking, overwriting, modifying and copying of any contents of the Ayoa applications or websites, unless said actions are necessary for the proper use of the Ayoa services. Distributing or publicly disclosing the contents of any of the Ayoa applications or websites or any other user. Performing any actions which may impair the operability of Ayoa's infrastructure, particularly actions which may overload said infrastructure.

5. The User should adhere to a fair usage policy in terms of the file size storage

To give all users optimum service, we have a Fair Usage Policy covering file storage size. OpenGenius Ltd reserve the rights to terminate an Ayoa account if this is abused.

6. The User should adhere to a fair usage policy in terms of unlimited Task Board allowances

Any unlimited Task Board allowances are for the sole use of the Ayoa account owner. Whilst Task Boards may be shared with others using the 'Share Task Board' feature, they may only be created by the account owner. Task Boards may only be created manually, not via any form of automation or script. OpenGenius Ltd reserve the rights to terminate an Ayoa account if this is abused.

7. Changes to the Ayoa Services

OpenGenius Ltd reserves the right to modify the services offered in Ayoa applications and/or to offer services different from those offered at the time of the User's registration at any time, unless this is unreasonable for the User.

8. Apps

The availability of specific features and functions may vary between apps and device platforms.

9. Termination of Ayoa Account, Reimbursement of Advance Payment

The User may terminate their Ayoa paid subscription before the end of its termination period and claim reimbursement of any advance payments if they are experiencing a technical problem with Ayoa, confirmed by OpenGenius Ltd personnel, which OpenGenius Ltd are unable to resolve or fix in future updates. OpenGenius Ltd may terminate the Ayoa paid subscription at any time with good cause. A good cause is defined as an event which makes it unacceptable for OpenGenius Ltd to

continue the agreement to the end of the User's subscribed period, taking into account all circumstances of the individual case and weighing the interests of OpenGenius Ltd against the User's. A good cause includes any the following events: If the User fails to comply with any applicable legal provisions; If the User breaches a contractual obligation, in particular an obligation set forth in sections 3 and 4 of these Terms of Service; If the reputation of the Ayoa services is substantially impaired by the online-presence of the User (if, for example, it is discovered after registration that the User has been convicted of a criminal offence, and if said conviction is known to other users); If the User promotes any communities or associations (or any of their methods or activities) which are under surveillance by authorities responsible for public safety or the protection of minors, or; If the User causes harm to any other user(s). In the event of a good cause in accordance with this section and notwithstanding OpenGenius Ltd's right to terminate the contract in accordance with this section, OpenGenius Ltd is entitled to delete the contents posted by the User, issue a warning or block the User's access to the Ayoa services. In the following cases, the User shall not be entitled to claim reimbursement of any advance payments: If OpenGenius Ltd has terminated the contract for good cause pursuant to section 7, If OpenGenius Ltd has blocked the User's access in accordance with section 4, or If the User has terminated the agreement. However, the User's right to claim reimbursement of any advance payments shall not be excluded in this case if the User has terminated the agreement for a good cause attributable to OpenGenius Ltd.

10. Responsibility for the User's Content, Data or other Information

OpenGenius Ltd does not make any warranties or representations regarding any data and/or information provided or made available by any user in any of the Ayoa applications or on any external websites linked to them. In particular, OpenGenius Ltd does not warrant or represent that said data and/or information is true or accurate, or that it fulfils or serves any particular purpose. The User may report any activities of any other user which violate applicable laws and/or any of these Terms of Service via an email to contact@ayoa.com

11. Your Content via Online Access

Except for material that we license to you, we do not claim ownership of the content you provide on the service. Your content remains your content. We also don't control, verify, or endorse the content that you and others make available on the service. You control who may access your content. If you share content in public areas of the service or in shared areas available to others you've chosen, then you agree that anyone you've shared content with may use that content. When you give others access to your content on the service, you grant them free, nonexclusive permission to use, reproduce, distribute, display, transmit, and communicate to the public the content solely in connection with the service and other products and services made available by OpenGenius Ltd. If you don't want others to have those rights, do not use the service to share your content. You understand that OpenGenius Ltd may need, and you hereby grant OpenGenius Ltd the right, to use, modify, adapt, reproduce, distribute, and display content posted on the service solely to the extent necessary to provide the service. Please respect the rights of artists, inventors, and creators. Content may be protected by copyright. People appearing in content may have a right to control the use of their image. If you share content on the service in a way that infringes others' copyrights, other

intellectual property rights, or privacy rights, you are breaching this contract. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and the use of the content does not violate any law. You also agree that you have obtained the consent of any third party to use their personal data, if it is included in that content, and will comply with data-protection laws when doing so. We won't pay you for your content. We may refuse to publish your content for any or no reason. We may remove your content from the service at any time if you breach this contract or if we cancel or suspend the service.

12. Indemnity

The User shall indemnify and exempt OpenGenius Ltd from all actions, including damage claims, asserted by other users or third parties against OpenGenius Ltd resulting from an infringement of their rights by the contents posted by the User in Ayoa applications. Furthermore, the User shall indemnify and exempt OpenGenius Ltd from all actions, including damage claims, asserted by other users or third parties against OpenGenius Ltd resulting from an infringement of their rights regarding the use of the Ayoa services. The User assumes all reasonable costs OpenGenius Ltd incurs due to an infringement of third party rights, including all reasonable legal-defence costs. All other rights, including damage claims by OpenGenius Ltd, are hereby unaffected. The aforementioned obligations shall not apply to the extent the User is not responsible for the infringement. In the event the contents posted by the User infringes any rights of any third party, the User shall, at its own expense and at OpenGenius Ltd.'s discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event the User infringes third-party rights when using Ayoa, the User shall discontinue such use that violates these Terms of Service and the law, if so requested by OpenGenius Ltd.

13. Liability

Liability to you for any losses shall not exceed the amount you originally paid for using Ayoa. In no event will OpenGenius Ltd be liable to you for any indirect or consequential damages, or loss of profit, when using Ayoa, even after being advised of the possibility of such damages. In particular, no liability is accepted for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data. Nothing in this Agreement limits liability for fraudulent misrepresentation or liability to you in the event of death or personal injury resulting from OpenGenius Ltd negligence. You acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

14. Payments, Invoicing and Termination

Payment for using the Ayoa Accounts and the Add-on packages is made in accordance with the invoicing conditions to OpenGenius selected by you and is based on the price-list applying when the agreement is signed.

14.1 Ongoing Membership

Your Ayoa subscription will be extended automatically until you cancel your membership or we terminate it. You must have internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Ayoa service. You must cancel your Ayoa membership before it renews each month or each year to avoid billing of the next month's or next year's membership fees to your Payment Method.

14.2 Recurring Billing

By starting your Ayoa membership you authorize us to charge you a monthly or annual membership fee at the then current rate, and any other charges you may incur in connection with your use of the Ayoa service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. Charges are due at the beginning of each invoicing period, and all charges and prices quoted include the applicable value added tax.

14.3 VAT

If you reside in an EU country, a value added tax (VAT) number may be applied to your Ayoa subscription or Add-on package purchase, which will exempt you from incurring a VAT charge. The VAT number will be validated before any recurring payments are taken. If a VAT number becomes invalid, an email will be sent to the administrator of the Ayoa account up to 48 hours before the payment is taken. If you fail to provide a new and valid VAT number, you will incur a VAT charge on your next payment.

14.4 Price Changes

We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Service, any price changes to your service will take effect following email notice to you.

14.5 Billing Cycle

Charges are due at the beginning of each invoicing period. If you have a subscription this will be extended automatically until you terminate it and every further payment will be due at the beginning of the new payment cycle. We reserve the right to change the timing of our billing, in particular if your Payment Method has not successfully settled. In the event that your paying

membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started Ayoa membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Service, “billing” shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month, monthly, year or annually refers to your billing cycle.

14.6 Default of Your Payments

If you are delayed with your payment obligations (including immediately after the first default), we will be entitled to block access to your Ayoa Account. If you are delayed with your payment obligation to a considerable extent, we will be entitled to terminate the agreement without notice. A considerable amount is defined as the amount of one payment. We reserve the right to assert further claims for default of payment.

14.7 Termination

Both parties may terminate the agreement at any time. If you change to another account category, this will not constitute termination. We will simply adapt the conditions of payment and your rights to your new account category. Agreements with a minimum term will run until the end of the agreed period and will be extended automatically by the same period if you do not terminate your Account beforehand by deleting it. If you terminate or downgrade an account, the original agreements will run to the end of the agreed term and will then no longer be extended. Reimbursement of the already-paid fees for the current term is not possible. We do not provide refunds or credits for any partial-month or annual membership periods or unused features. The agreement may be terminated for just cause. Just cause which would entitle OpenGenius to terminate the agreement will be if you breach your contractual obligations, in particular the rules of use described in these terms of service of Ayoa, or if you are delayed with your payment obligations.

15 Refund Policy

OpenGenius Ltd offers a free trial version of Ayoa to all users. This offers a “try-before-you-buy” version to ensure that it is compatible with your computer systems and that it satisfies all of your requirements before purchasing a paid-for version. If you experience any problems with Ayoa, please submit a request through our ‘Support / Feedback’ feature. All sales are final and refunds are provided only for accidental duplicate orders. Refunds will only be made to the debit card or credit card through which the original purchase was made. Purchasing Ayoa signifies your acceptance of this Refund Policy. By agreeing to these terms you acknowledge that once your Add-on package or

Ayoo order/subscription process is complete – thereby agreeing to the immediate commencement of the services – your 14 day cancellation period and refund right will be lost.

16 Offers, Promotions & Competitions

OpenGenius may offer special discounts, vouchers and rates through competitions or promotions advertised through but not limited to social media, email marketing or the website. OpenGenius reserve the right to modify, terminate or otherwise amend these promotions at any time.

OpenGenius reserve the right to discontinue promotions and competitions at any time, with or without notice.