

# Bravo.one Terms of Service

Version effective as of 01 October 2020

## General

**1.1** By using any of the Bravo.one products, software, or services available at \*.bravo.one, (or \*.staffbravo.com and other top-level domains) (referred to as the “Service”) provided by Kallis Filoxeniaki Ltd (“Filoxeniaki”), you agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”).

**1.2** The Bravo.one Privacy Notice (available at <https://bravo.one/assets/pdf/bravoone-privacy-notice.pdf>) is incorporated herein by reference. The Terms of Service govern your use of the Service however accessed, including via an Internet browser, smartphone, tablet, or other mobile device.

**1.3** The failure of Bravo.one to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

**1.4** If a provision of this agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect: (a) the validity or enforceability in that jurisdiction of any other provision of this agreement; or (b) the validity or enforceability in other jurisdictions of that or any other provision of this agreement.

**1.5** These Terms of Service, and your relationship with Bravo.one under these Terms of Service, shall be governed by the laws of the Republic of Cyprus.

**1.6** By using the Service on behalf of a client of Bravo.one, 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 Service on behalf of such legal entity and affiliates, and (c) any references to “you” in the Terms of Service refer to such legal entity, affiliates and all of the employees, consultants and agents of those respective parties. You are responsible for all activity on the Service that occurs under your account.

## Subscription Term and Termination

**2.1** These Terms of Service will remain in effect as long as you have an active subscription for the Service (the “Subscription Term”, “Subscription”).

**2.2** Subscriptions are billed in advance and are non-refundable. There will be no refunds also in the following explicit cases: unavailability of services, downgrade, unused services, or when the functionality of services is changed.

**2.3** Subscriptions purchased by you commence on the start date specified when you complete the initial payment process and continue for the subscription term selected at the time of payment. If you add an additional subscription for a new Bravo.one service or module at a later date, the new service will

commence on the start date specified at the time you added the new service and continue for the subscription term selected at that time. 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 these Terms of Service.

**2.4** Bravo.one may suspend your access to the Service and terminate the Terms of Service and your use of the Service at any time in the event you materially breach these Terms of Service (including failure to pay) and you do not cure such breach within 30 days of Bravo.one 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, Bravo.one may immediately suspend or terminate your access to the Service without liability if you are in violation of these Terms, as determined by Bravo.one in its sole discretion. Notice via email from Bravo.one will be sent to you at the email address you have provided to us. Bravo.one 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, or companies in certain countries, in its sole discretion.

**2.5** In the event your subscription is terminated, you may request the information provided, inputted, or uploaded to your databases in the Bravo.one 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, Bravo.one 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 your Data contained in the Bravo.one Service.

## Modification of Service or Terms of Service

**3.1** The Service may be made available in versions at different levels. Not all features and functionality of the Service may be available in each version or level. Bravo.one 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** Bravo.one may modify or update the Terms of Service at any time. In the event Bravo.one determines it is necessary to make a material modification to the Terms, you will be notified of such change and asked to affirmatively agree to such modified version of the Terms. Note, however, that your use of the Service after modifications to the Terms become effective constitutes your binding acceptance of such changes.

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

## Rights and Limits

**4.1** During the Term, Bravo.one 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 (collectively, the “Software”) via a web browser or other device owned or controlled by you for your internal business use. Nothing in these Terms of Service obligates Bravo.one to deliver or make available any copies of

computer programs or code from the Software to you, whether in object code or source code form. You agree to use the 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:

1. Use the 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 Bravo.one;
2. Use the Service for any fraudulent or inappropriate purpose, or in a manner for which it is not intended to be used (as determined by Bravo.one in its sole discretion);
3. Attempt to decipher, decompile, delete, alter, or reverse engineer any of the Software;
4. Duplicate, make derivative works of, reproduce, or exploit any part of the Service without the express written permission of Bravo.one;
5. Use 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
6. 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.

## Intellectual Property Rights

**5.1** As between the parties, Bravo.one owns and shall retain all right, title, and interest in and to (a) the Software and the Service, including all intellectual property rights therein, and (b) all transactional and performance data related to your use of the Service. Bravo.one may collect, use and disclose all such transactional and performance data for its business purposes (including software use optimization and product marketing) provided that such use does not reveal your identity, any of your confidential information or any personally identifiable information that belongs to you or your employees.

**5.2** You retain all right, title and ownership interest in and to your Data. Bravo.one has no right, title or interest in any personally identifiable information contained in or related to your Data.

**5.3** From time to time during the Term, Bravo.one 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 Bravo.one. Bravo.one 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. Bravo.one 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.

## User Content

**6.1** Certain features may enable users to submit, upload, post, share, or display (hereinafter, “post”) comments or content, as well as to interact with others through user comment areas, message boards, direct messages, blog, and similar user-to-user areas, as applicable (such comments and content shall be collectively referred to as "User Content"). User Content includes any comments or reviews you provide to Bravo.one, whether through customer support or otherwise, about the Service but excludes all Data.

**6.2** You hereby grant to Bravo.one 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 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 Bravo.one that you own or control all rights in and to such User Content and have the right to grant the rights above to Bravo.one.

## Publicity

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

## Disclaimer and Limit of Liability

**8.1** Bravo.one does not warrant that (a) the Services will meet your requirements or expectations, (b) the Services will be delivered uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Services will be accurate or reliable, (d) any errors in the Services will be corrected.

**8.2** Bravo.one shall provide you with basic support in connection with your use of the Service at no additional charge. Technical support is provided on a best-effort basis and only by e-mail.

**8.3** Bravo.one represents, warrants, and covenants as follows: (a) the Service will perform substantially in accordance with the specifications generally provided by Bravo.one in connection with the Service (“Documentation”); (b) the provision of the Service will comply with all privacy and data protection laws applicable to its business; (c) it will not sell Personal Information provided by you, and it will retain, disclose, or use Personal Information provided by you only for purposes of providing the Service; and (d) any professional services performed for you by Bravo.one 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.

**8.4** You understand and agree that Bravo.one shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to any loss of profit, loss of

goodwill, loss of business reputation, loss of data, cost of procurement of substitute goods or Services, or other intangible loss, resulting from: (a) the use or the inability to use the Services; (b) any changes which Bravo.one may make to the Services, or any permanent or temporary cessation in the provision of the Services; (c) unauthorized access to or alteration of your transmissions or data; (d) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through the use of the Services; (e) or any other matter relating to the Services.

**8.5** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES PROVIDED ABOVE, BRAVO.ONE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, SOFTWARE, DOCUMENTATION, DELIVERABLES AND OTHER MATERIALS AND/OR SERVICES. BRAVO.ONE DOES NOT WARRANT THAT OPERATION OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

**8.6** 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 BRAVO.ONE FROM YOU PURSUANT TO THIS AGREEMENT IN THE SIX 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.

## Security Breach

**9.1** External Breach: In the event of an accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of, or access to, personal data (a "Security Breach"), that impacts the personal data you maintain through the Service, and which is perpetrated by anyone other than your employees, contractors or agents, upon discovery of such Security Breach, Bravo.one will: (a) initiate remedial actions that are in compliance with Applicable Law and consistent with industry standards; and (b) notify you of the Security Breach, its nature and scope, the remedial actions Bravo.one will undertake, and the timeline within which Bravo.one expects to remedy the Security Breach. You will be responsible for fulfilling your obligations under Applicable Law.

**9.2** Internal Breach: In the event of a Security Breach, as defined by Applicable Law, which is perpetrated by your affiliate, employee, contractor or agent, or due to your failure to maintain your systems, network or Data in a secure manner, you shall have sole responsibility for initiating remedial actions and you shall notify Bravo.one immediately of the Security Breach and steps you will take to remedy such breach. In our sole discretion, we may take any action, including suspension of your access to the Service, to prevent harm to you, us, the Service, or other third parties. You waive any right to make a claim against us for losses you incur that may result from our actions.

## Additional Services

**10.1** The “Bravobook” is a service offered by Bravo.one to allow teams to explore and familiarize with our Services for free. The following provisions apply in addition:

1. We have no obligation to provide you this service.
2. You may request access for the service and we may approve or reject your request at our sole discretion.
3. We may terminate your subscription without notice at our sole discretion.
4. In the event your subscription is terminated, Bravo.one shall have no obligation to maintain any Data thereafter, unless legally prohibited to do so.

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