

General Terms of Service

Welcome to Wellnlessly!

The all-in-one wellness program for professionals.

This document is important

This document ("General Terms") defines the conditions under which we provide our wellness programs, platform, applications and websites available at wellnlessly.com (collectively, the "Services") as well as other important aspects related to the legal relationship between yourself and us. If you were invited to access and use the Services by someone you work with, the End User Terms define your rights and responsibilities when using our Services.

In addition to these Terms, we recommend that you carefully read our:

- Privacy Policy, which describes how we process your data related to your use of the Services and our
 - Acceptable Use Policy, which sets out some of your responsibilities when using the Services.
- Together, they form a binding contract ("Contract"), the terms of which you must accept in order to use our Services.

If your organisation signed an offline agreement to use our Services, then our offline agreement will govern our relationship. However, End Users (as defined below) will still need to accept and be bound by the End User Terms.

Contracting parties

When we say "we", "our", or "us", we mean WELLNESSENTIALLY SRL....

When we say "you" or "your", we mean the organisation you represent in agreeing to the Contract. If you are not legally affiliated with an organisation, you as an individual will be bound by the terms of the Contract. In certain instances, you will be referenced as our "Customer".

Your agreement

By creating an account, purchasing a subscription, or using or inviting others to use the Services, you express your agreement with the Contract. If acting on behalf of an organisation, please ensure you are an authorised representative capable of entering into the Contract.

End Users

You may designate the individuals that can access and use the Services as part of your account ("End Users"). As the Services may allow and, depending on your subscription, you have full authority over the roles and access to the Services of End Users and will be able to replace or restrict access, including to your designated representative. If you choose to replace your representative, we will notify him of such actions, and he undertakes to comply with all reasonable requests to facilitate his replacement.

Acceptance and compliance with End User Terms and other policies

You must ensure that your End Users are over the age of 18. The Services are not intended for and should not be accessed or used by anyone under 18. In addition, you must ensure that your End Users comply with the End User Terms and any policies and practices that you may have related to their use of the Services. We will not be responsible for how you or your End Users choose to use the Services. You will be solely responsible for providing the hardware, software, and internet connectivity for your End Users to access the Services.

Subscription and payment

You may use part of our Services under a free account, while accessing certain features requires paying for a subscription. The price, functionality, benefits, restrictions, and differences in access to the Services are set out on our Subscriptions and Pricing page.

Payment

All fees are paid in advance and are non-cancelable and non-refundable, except as mentioned below. You must provide accurate billing information, and payment will be made to your debit/credit card. Our payment processor (Stripe) is acting as a data controller. We recommend you read the Stripe Privacy Policy to learn more about Stripe's processing of your data. You may be responsible for paying taxes or other costs.

Upgrading and Downgrading

You may upgrade to a higher subscription level or downgrade to a lower one or a free account at any time. As a result, you shall be bound by the new minimum contract period to which you have upgraded or downgraded. Also, we will automatically downgrade your account in the event of non-payment. In this case, we will send you a ten (10) or more days prior notice prompting you to pay the overdue fees, after which the downgrade may be instituted until payment in full is received.

You acknowledge and agree that downgrading involves a reduction in specific functions and features of the Services, as well as a potential loss of access to Customer Data (as defined below), as shown by comparing the benefits presented on our Subscriptions and Pricing page.

Revising fees

We reserve the right to revise our fees at any time. If we increase prices or add new costs, we will give you ten (10) days prior notice to accept the revised fees or cancel your subscription.

Auto-renewal

All subscriptions automatically renew unless cancelled before the renewal date (see below). Subscriptions will renew for an additional period equal to the immediately prior term and at the currently applicable price point for that term. In order to benefit from uninterrupted service, you authorise us to charge your payment method on file the amount due upon renewal of your subscription.

Cancellation and refunds

You may cancel your subscription at any time and will continue to benefit from it until the expiry date. To be clear, cancelling your subscription does not imply termination of the contract. If you are an EEA-based consumer, you have the right to withdraw from this contract within 14 days of its conclusion. Please consult our [Right to withdrawal page](#) to learn more about how you can exercise this right and its effects on refunds.

Providing the Services

Account registration and security

You must provide accurate and complete information when registering an account and agree to notify us if such information has changed. We have undertaken commercially reasonable efforts to ensure the safety and security of our Services. However, you shall be solely responsible for the security and proper use of login credentials such as passwords and IDs, as well as the security of the hardware, software, network infrastructure and other devices used to access the Services. You must immediately inform us if there is reason to believe that the Services are or may be accessed in an unauthorised way using your credentials. We reserve the right to instruct you on appropriate measures that you must implement to secure your account. All activity in connection with your account will be presumed to have been conducted by you, and you maintain sole responsibility for such activity.

Subprocessors

We rely on services provided by third parties to provide you with the Services. Our Third-party providers page details their identity, location and role. Also, see our Privacy Policy to better understand under what conditions we may transfer Customer Data to third parties.

Maintenance

We perform maintenance activities to ensure the security and optimal performance of the Services. We will use reasonable efforts in order for maintenance activities not to adversely affect the availability or features of the Services. If we anticipate that scheduled maintenance may adversely affect the availability or functionality of the Services for more than 1 (one) day, we will notify you at least one (1) day in advance. We may also perform unscheduled emergency maintenance without notifying you.

Modification, Suspension and Discontinuation of Services

We constantly strive to improve and develop new features of the Services. We also try to respond to circumstances beyond our control, such as force majeure, fortuitous events or legal changes. We reserve the right to modify, suspend or discontinue the provision of the Services at any time. In the event of a suspension, discontinuance or change that adversely affects the availability or features of the Services, we will notify you within a reasonable period of time so that you may export Customer Data from the Services. Strictly in this case, if you are paying for a subscription to use the Services, we will be able to refund the fees paid proportionately to the amount of time you did not benefit from the Services.

Intellectual Property

Our license to you

To access and use our Services, we grant you a worldwide, non-exclusive, limited, non-transferable, non-sublicensable, and revocable licence. The license is subject to your compliance with this contract, including our Acceptable Use Policy. In addition, the licence allows access and use for the appropriate number of End Users as agreed between us.

We retain all rights, titles and interests, including all intellectual property rights to the brand, logos, legal texts and other data within the Services. If you wish to use our brand or logos, please contact us.

Customer Data

We call "Customer Data" all the data (such as text, links, emoji, photos, videos, documents, or other information) that you may upload, store, send, share or add in any other way when using our Services. You retain all intellectual property rights in Customer Data. You must ensure that Customer Data does not violate applicable law or the terms of the Contract. Concerning Customer Data, you warrant that you have all necessary rights to use the Services. We are not responsible for the content of Customer Data or how you choose to use the Services to store and process Customer Data.

You grant us a worldwide, non-exclusive, royalty-free, perpetual license and all the necessary rights to host, access, use, process, copy, distribute, perform and display Customer Data, in order for us:

- provide, maintain and improve the Services;
- develop new services, products and technologies;
- prevent or solve a problem related to the provision of the Services or their security;
- respond to a request related to Customer Data;
- comply with our legal obligations.

The license granted also extends to our third-party providers solely for the purpose of helping us provide the Services. You warrant that you can legally grant us these rights.

If we believe there is a breach of the Contract that you can remedy by deleting some or more of Customer Data, in most cases, we will require you to take direct action instead of us intervening. However, if we believe that you have not taken the necessary steps, or if there is a risk of harm to us, the Services, other users or our Third Party Providers, we will act accordingly.

Feedback

We welcome your feedback, comments and suggestions, but please note that we may use them for any purpose and without any obligation or liability to you.

Review and publicity

As a Customer, you grant us the right to use your company name and logo as a reference for marketing purposes and promotional materials or within our portfolio, website, social media, and other public or private communications. We would greatly appreciate it if you could offer us a review which we would be able to use similarly.

Performance and termination

Modification of the Contract

From time to time, it may be necessary for us to update the terms of the Contract for reasons such as:

- to respond to a legislative change;
- to comply with a regulatory requirement that applies to us;
- because we have modified the Services (for example, we have improved or developed new features), because we have added new products or services, or because we have changed our business practices;
- to make the Contract terms easier to understand or more beneficial for you;
- to prevent abuse or harm.

We will post a notice regarding the Contract modification on this page. Also, in case of a material change to the Contract, we will notify you by email or through the Services to provide you with the opportunity to review the proposed change, unless:

- the change is related to a new service or product or
- the change must be implemented at once due to an emergency (for example, to meet legal requirements or to prevent abuse or harm).

Your continued use of the Services constitutes your acceptance of any revised terms. If you disagree with the changes that will take place, we suggest that you stop using the Services and delete your account before they take effect.

Termination of the Contract

You may stop using the Services at any time and without the need to provide a reason. However, we would appreciate it if you could tell us what caused this so that we can continue to improve our Services.

The Contract will continue until you delete your account. If you are paying for a subscription to use the Services, please remember that we will not be able to refund you the amount paid for the unused period of time unless you have requested the deletion of your account within the first 14 days of confirmation of the subscription.

There are also exceptional situations in which we could unilaterally terminate the Contract and delete your account, such as:

- if you breach the provisions of the Contract;
- if we have good reason to believe that your access to and use of the Services is harmful to us, our software or hardware, other users of our Services, or third parties or violates applicable law;
- if we are ordered to do so under a court ruling or as required by law;
- if you use the Services under a free account and have not accessed the Services for more than 12 months.

Before termination, we will send you a notice to the email attached to your account and provide the opportunity for you to remedy the cause of the notice and export Customer Data. The termination will take effect if you do not take the necessary actions for remedy within a reasonable period of time, but no longer than 5 (five) days from the date of communication of the notice.

We will not notify you in advance if:

- the violation of the Contract is severe (for example, you violated any of the provisions of the Acceptable Use Policy) or repeated;
- doing so could compromise, interfere or affect the security of the Services;
- we are not allowed for legal reasons;
- doing so could cause damage or endanger a third person.

Regardless of type or reason, termination will not relieve you of your obligation to pay any fees owed for the period before the effective date of termination.

Data Portability and Deletion

We are aware of the importance of Customer Data and the trust placed in us to keep it safe. For this reason, and depending if you have opted for a subscription to use our Services, we offer you the possibility to export Customer Data.

Please note that upon termination of the Contract, we are under no obligation to provide or retain Customer Data in our systems, possession or control. We may delete such data unless prohibited by law.

See our Privacy Policy to learn more about how you can initiate data deletion yourself.

In case of misunderstandings

Disclaimer of Warranties

We provide the Services with a reasonable degree of skill and diligence. Except as provided in the Contract and to the extent permitted by law, we make no warranty as to the content, availability or

reliability of the Services, the features available or their ability to meet your requirements. Like most other software solutions, the Services are provided “AS IS” and “AS AVAILABLE”.

During use, you may encounter errors and limitations of the Services. You undertake to notify us of these, and we will work with you to remedy the problem.

Liability

The Contract does not limit either party's liability for death, personal injury, fraud, gross negligence or intent.

To the extent permitted by law, neither party will be liable for any loss of profit, revenue or data, loss of opportunity or any financial loss of any kind, nor for any direct or indirect damages resulting from the use or inability to use the Services. In addition, neither you nor we will be liable for losses we could not reasonably have foreseen when entering the Contract or for events beyond our reasonable control.

Our total liability in respect of or in connection with our breach of this Contract is limited to (a) the amount paid by you for your use of the Services in the last 12 months before the breach or (b) €100 – whichever is greater.

Force Majeure

Neither party shall be liable for its inability to comply with Contract terms due to events beyond its control. Such events may include but are not limited to denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action. We will make reasonable efforts to resume performance as events may allow. However, if the events continue for more than 60 (sixty) days, either party may terminate this Contract by delivering a notice to the other party.

Indemnification

You will indemnify us, our administrators, agents, employees and contractors against any claims, complaints, demands, liabilities, damages, losses and costs, including fines or actions by government authorities, incurred as a result of your breach of the terms of the Contract or illegal use of the Services.

Disputes and Applicable Law

The contract is governed by Romanian law. Romanian courts will be competent to judge any disputes related to the Contract.

Miscellaneous

This Contract only governs the relationship between you and us. You may not transfer any rights or obligations to third parties without our written consent, and they will have no rights under the Contract.

Either party may assign the rights and obligations conferred based on the Contract, without the other party's consent, to a corporate affiliate or if the assignment is related to a merger, acquisition, or corporate reorganisation or sale of assets.

The inability or delay of either party to exercise a right provided for in the Contract will not constitute a waiver of that right.

If any terms of this Contract were to be found invalid or unenforceable under applicable law, the rest of the Contract would remain unaffected. We agree to modify such terms in the spirit they were initially created.

All provisions of this Contract that by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and miscellaneous provisions.

If you have any questions or concerns about this document or any of the Contract terms, you can contact us by email at support@mctechnologies.ventures.