

Terms and Conditions

Effective from 30.07.2024

Welcome to Jaznu! These Terms and Conditions ("Terms") outline the rules and regulations for using our website and services. By accessing or using our services, you agree to comply with these Terms. If you disagree with any part of the Terms, please refrain from using our services. We may update these Terms periodically, and any changes will be effective immediately upon posting on our website. Continued use of the services indicates your acceptance of the revised Terms.

1. Introduction

These Terms and Conditions ("Terms") govern the use of the services provided by Individual Entrepreneur Pavel Chirtsov ("we," "us," "our"), registered in Georgia with legal address Yusuf Faghava Street, N 23, Batumi, and tax number 145874140. By using our services, you agree to comply with these Terms. If you do not agree with any part of these Terms, please do not use our services. We reserve the right to modify these Terms at any time, with such changes effective immediately upon posting on our website. Continued use of the services constitutes your acceptance of the revised Terms.

2. Definitions

1.1. Whenever the following capitalized terms are used, they shall be interpreted as follows, unless explicitly stated otherwise in the context of their use:

- **Account** — the part of electronic Services provided by the Website, identified by the email address (Login) and Password entered by the Visitor, or by using third-party authentication services such as Google, through AWS Cognito. We do not store the Login and Password; they are managed by AWS Cognito.
- **Company** — refers to Individual Entrepreneur Pavel Chirtsov, registered in Georgia, tax number 145874140, providing the Services under these Terms.
- **Login** — the Visitor's email address provided within the Website during Account creation.
- **Password** — an alphanumeric string required to authorize access to the Account, set by the Visitor when creating an Account.
- **PSP (Payment Service Provider)** — a payment system (represented by Stripe Inc., organized under the laws of Delaware, USA (and its affiliates, as applicable)) that organizes the acceptance and transfer of funds on behalf of the Company using electronic methods of processing payments for Services sold on the Website.
- **QR code** — a two-dimensional barcode containing a link to a specific web page that can be identified by scanning equipment and/or a mobile device camera.
- **Services** — the functionalities provided by the Company, including the generation of QR codes according to user requirements, management and modification of generated QR codes, tracking of statistical data, and access to other features available on the Website.

- **Subscription** — a time-limited, fee-based arrangement granting the User access to specific features or functionalities of the Website (Services) during the agreed-upon subscription period.
- **Subscription Plan** — information on the terms, cost, and period of provision of extended access to the Services under the Terms.
- **User** — a person who has completed the Account registration procedure and is able to use additional Services as an authorized user. For the purposes of the Terms, the company or any legal entity whose credentials have been added to the Account and on whose behalf the Services are used may also be considered a "User".
- **Visitor** — a person who visits the Website and uses the Services without creating an Account within the permitted functionality.
- **Website** — the online platform of the Company, jaznu.com, all its content, and links that lead to this website.

2. Access to the Website and Services

2.1. Right to Use the Services

Access to the Website is provided on a voluntary and free-of-charge basis. Depending on the extent of the Services desired by the Visitor or User, they may be offered Services at no cost or through a separate Subscription arrangement. Subject to Your compliance with these Terms and applicable laws, the Company grants You a limited, non-exclusive, non-sub-licensable, revocable, non-transferable license to access and use the Services for Your internal personal and/or business purposes. This license allows You to use the Services within the scope defined and limited by the Terms, and it does not allow You to reproduce, duplicate, copy, modify, sell, or otherwise exploit any portion of the Services without the prior express written consent of the Company. All rights not expressly granted in these Terms are reserved by the Company.

2.2. Eligibility

Access to and use of Our Services are contingent upon meeting certain eligibility criteria outlined in this clause. By accessing or using Our Services, You affirm that You meet the following eligibility requirements:

- **Acceptance of Terms:** By accessing or using Our Services, You acknowledge and agree to abide by these Terms and any other policies or guidelines referenced herein. If You do not agree with any provision of these Terms, You may not access or use Our Services.
- **Age Requirement:** You must be at least 18 years old or the age of legal majority in Your jurisdiction to access or use Our Services. If You are under the age of 18 (or the age of legal majority), You may only use Our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms on Your behalf.
- **Authorized Use:** If the Account is registered on behalf of a legal entity, You must be an authorized representative of the entity with the legal authority to bind the entity to these Terms. The entity must be duly incorporated or otherwise legally established in accordance with the laws of its jurisdiction.
- **Compliance with Laws:** You must comply with all applicable laws, rules, and regulations governing Your use of Our Services, including, but not limited to, those related to privacy, data protection, intellectual property, and online conduct.

- **Restricted Activities:** You are prohibited from engaging in any activities that violate these Terms, infringe upon the rights of others, or are unlawful, fraudulent, or abusive in nature.
- **Prohibited Users:** You are not permitted to access or use Our Services if You have been previously banned or suspended from using Our Services or if You are located in a country or region that is subject to trade sanctions or other restrictions imposed by applicable laws or regulations.

Failure to meet any of these eligibility requirements may result in the termination or suspension of Your access to Our Services. We reserve the right to verify Your eligibility at any time and to take appropriate action, including but not limited to requesting additional information or documentation, to ensure compliance with these requirements.

2.3. QR Code Creation

Within the scope of the Services, the Company provides You with the ability to create / generate QR codes for linking to specific web pages. You may use either our internal QR code generation service or any external QR code generation service of your choice. We do not restrict the method you use for generating QR codes.

2.4. Registration of the Account

If a Visitor intends to access advanced features provided within paid Subscription Plans, he/she must create an Account.

Creating an Account is a straightforward process and can be completed through one of the following methods:

- Completing the registration procedure by providing his/her own email address and password.
- Authorizing via third-party authentication services available on the Website (such as Google).

It's imperative that all registration information is provided accurately and in full. Visitors are obligated to ensure that their registration data remains up-to-date to facilitate seamless communication and interaction with Our Website.

Upon completion of the registration process, a confirmation email will be sent to the Visitor's email address. This email serves as a verification step to ensure the accuracy and legitimacy of the registration request. To finalize the registration process, the Visitor must follow the instructions provided in the confirmation email, particularly by activating the Account through the activation code. Registration is considered complete once the Visitor activates the Account.

By creating an Account, You affirm that You are not impersonating any person or entity or misleading others about Your affiliation with any person or entity. It is Your responsibility to maintain the confidentiality of Your Account credentials, including Your username and password.

2.5. Use of the Account

Within the Account, You have the capability to manage various aspects of Your interaction with Our Services and utilize a range of features tailored to Your needs. Here are the key functionalities available to You:

- **Personal Information Management:** You have the ability to add or modify Your personal information within the Account, ensuring that Your profile remains accurate and up-to-date. Additionally, You can update Your password to enhance security.
- **Corporate Information:** Should You intend to utilize Our Services on behalf of a legal entity, the “Corporate Information” section enables You to furnish essential details about the said entity. This includes comprehensive information such as company name, company category, email, legal address, website, and TAX number. By providing this information, You confirm that You possess the requisite authority to act on behalf of the stated legal entity.
- **QR Code Reports:** Gain insights into the performance and engagement of Your QR codes through detailed statistics. Track metrics such as scan rates, geographic distribution, time-based analytics, etc. to refine Your QR code strategies effectively. The duration for which these statistics are retained may vary based on Your selected Subscription Plan, with precise details available in the “Pricing” section on the Website. It is imperative to understand that the tracking of statistics pertaining to QR codes is an inherent and essential aspect of the Services provided. Consequently, the ability to disable or opt-out of this tracking mechanism is not available to Users or the Company.
- **QR Code Management:** Take full control over Your QR code portfolio within Your Account. From creating new QR codes to modifying existing ones, You have the flexibility to modify settings, update information, and manage the functionality of each QR code according to Your specific requirements.
- **Subscription Plan Management:** Stay informed about Your current Subscription Plan and explore options to optimize Your Subscription based on evolving needs. Should You require a change in Subscription Plan, We provide a straightforward process for transitioning between available Subscription Plans. Detailed information on Subscription Plans and associated features can be found in the “FEES AND SUBSCRIPTION PLANS” section.
- **Account Deletion:** In instances necessitating the discontinuation of Account utilization, Users maintain the prerogative to initiate the deletion process through an email request to support@jaznu.com. Following approval, the Account and associated data, barring information mandatorily retained under legal provisions, are expunged permanently.

The enumerated list of functional capabilities provided herein is not exhaustive, as the Website undergoes continuous enhancement and refinement. It remains subject to iterative updates and modifications aimed at improving User experience and expanding Service offerings. Users are thereby afforded the opportunity to access additional Services beyond those explicitly outlined in these Terms, provided such utilization adheres to all stipulated conditions and remains in compliance with applicable laws and regulations.

3. Updates to the Services

The Company reserves the right to modify, add, or remove features, content, or Services within the Website without prior notice.

The Company reserves the right to address and rectify bugs and issues within the Website. During bug fixing and maintenance, the Company may temporarily restrict or modify certain functionalities of the Services. The duration of such limitations will be determined by the Company based on the time required for necessary corrections and bug fixes.

Users acknowledge and accept that the Company bears no obligation to provide advance notice regarding such modifications, and that continued utilization of the Services post-update constitutes implicit consent to the Terms.

4. Fees and Subscription Plans

4.1. Subscription Plans

The Company may offer its Services under both free and paid Subscription Plans. Certain Services may be exclusively available to Users under paid Subscription Plans. Users can familiarize themselves with the current Subscription Plans offered on the Website, along with their features and limitations. The Company retains the right to periodically review and modify the terms of individual Subscription Plans, as well as to add or remove Subscription Plans at its discretion.

Users are encouraged to regularly review the Subscription Plans to stay informed about any changes or updates that may impact their utilization of the Services. The Company reserves the right to adjust Subscription Plan terms in response to evolving business needs, market conditions, or regulatory requirements. Any modifications to Subscription Plans will be communicated to Users in accordance with the terms outlined in these Terms.

4.2. Subscription Period

Services under paid Subscription Plans are provided on a Subscription basis. A Subscription entails an agreement between the User and the PSP, responsible for facilitating transactions, wherein the User authorizes the Company to charge a recurring fee at the prevailing Subscription rate for the selected Subscription Plan.

The cost of paid Subscription Plans will be charged at the rate specified at the time of initial purchase on a recurring basis corresponding to the Subscription term, until canceled by the User. By purchasing a specific Subscription Plan and providing payment information to the Company or its designated PSP, the User consents to the periodic fee being charged at the current Subscription rate.

The Subscription terms and rates for each available Subscription Plan are subject to change, and Users agree to pay the applicable Subscription rate unless they cancel their Subscription as described in section 4.6.

The duration of a relevant Subscription to a Subscription Plan, depending on the period chosen by the User, may be either 1 (one) month or 1 (one) year. Following the conclusion of each Subscription period, the paid Subscription for the relevant Subscription Plan will automatically renew for the designated duration, as initially selected by the User during the purchase process (either 1 (one) month or 1 (one) year). Users expressly acknowledge and agree that failure to cancel the Subscription within the stipulated timeframe authorizes the automatic renewal of the Subscription for the selected period, and charges associated with renewal will be applied.

FOR THE AVOIDANCE OF DOUBT, THE COMPANY MAY SUBMIT PERIODIC CHARGES CORRESPONDING TO THE TERM OF YOUR SELECTED SUBSCRIPTION WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU AFFIRMATIVELY CANCEL YOUR SUBSCRIPTION SERVICES OR NOTIFY THE COMPANY THAT YOU WISH TO CHANGE YOUR PAYMENT METHOD INFORMATION.

4.3. Payment Terms

The Company utilizes the services of a PSP to facilitate payment authentication when purchasing a Subscription to a relevant Subscription Plan. The procedural guidelines governing payment through the PSP's electronic payment system are subject to the rules established by the PSP. Users are advised to review the terms and conditions as well as the privacy policies of the applicable PSP to understand their terms of service.

Prior to purchasing a Subscription Plan, the Visitor must undergo the Account registration procedure. Having a registered Account is a mandatory condition for purchasing a Subscription Plan.

To acquire a Subscription to a relevant Subscription Plan, Users may utilize permitted payment methods offered by the PSP. This includes payment via credit/debit card by providing the necessary requested details or selecting other available payment methods on the PSP's website that are accepted by the applicable PSP.

By initiating the purchase process, Users confirm their understanding and acceptance of the responsibilities associated with payment authorization and agree to adhere to the specified terms and conditions. Users explicitly assert and warrant that their use of a debit/credit card or other payment method is duly authorized. Furthermore, Users affirm that all submitted information is accurate and true. Users agree to bear the responsibility for paying all fees incurred during the purchase transaction, including but not limited to bank commissions and/or commissions charged by the PSP.

In the event of a User's request, the Company reserves the right to consider accepting payment from the User through another payment system or provider. If the User's request is approved, such payment will be deemed a valid basis for granting the User access to the selected Subscription Plan. However, the Company reserves the right to refuse the User and not accept payment through any other means than via the PSP.

We are NOT a party to any transaction You may enter with the PSP. If You have any questions, concerns, or claims in certain transactions, please address these to the relevant PSP.

Access to the paid Subscription Plan is granted to the User upon successful payment of the full cost of the selected Subscription Plan. However, the User acknowledges and agrees that the processing time of the payment by the PSP and the crediting of funds to the Company's account may require additional time. This processing time may vary depending on factors such as the chosen payment method, banking procedures, and potential delays in financial transactions.

In light of this, the Company reserves the right to suspend the User's Subscription to the Subscription Plan if the funds are not credited to the Company's account within 10 (ten) days following the User's transfer. During this suspension period, the User may experience temporary limitations on access to certain features or Services associated with the paid Subscription Plan.

Once the payment is successfully credited to the Company's account, the Subscription to the Subscription Plan will be reinstated, and the User will regain full access to the associated features and Services. The Company may also consider extending the Subscription period to compensate for any lost time during the suspension period, at its discretion and as deemed appropriate.

If the payment is not credited to the Company's account, access to the paid Subscription Plan will not be reinstated until a successful payment transaction is completed and funds are credited to the Company's account.

In case of a transaction error, where funds fail to be credited to the Company's account, the User may be required to initiate a new payment transaction to regain access to the paid Subscription Plan Services. It is the User's responsibility to ensure that the necessary payments are made promptly to avoid any interruptions in Service.

4.4. Pricing

The payment amount for the Subscription is determined by the selected Subscription Plan chosen by the User. Your purchase price may comprise the cost of the Subscription Plan plus fees charged by financial institutions, payment service providers, PSP, and any applicable taxes as per the prevailing rates at the time of purchase, based on the country data provided during the payment processing phase. The final cost of the Subscription Plan is contingent upon the chosen payment method and will be presented to You after selecting a payment method, as indicated in the User sales receipt.

The Company may offer and display the prices of Subscription Plans in various currencies on the Website. All transactions will be conducted in the currency specified on the Website or associated payment platform of the PSP. Users bear responsibility for any currency conversion fees or charges that may be imposed by their financial institutions and/or PSP. In the case of international transactions, currency exchange rates may impact the final cost of the Subscription Plan. Users are encouraged to familiarize themselves with any associated currency conversion fees that may apply.

If the currency conversion takes place, You agree that it will be completed at the transaction exchange rate set by the PSP or the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a currency conversion spread applied and retained by the PSP on the base exchange rate to form the rate applicable to Your conversion.

To the fullest extent permitted by applicable law, the Company reserves the right to alter the price of the Subscription Plans at any given time. Notice of these changes will be disseminated by posting the updated information within the Website.

Alterations in Subscription Plan prices do not impact the paid Subscription period. Users who have paid for a specific duration will not be subject to the revised pricing until the commencement of a new Subscription period.

In the event that the User disagrees with the new prices introduced for the Subscription Plans, the User is required to cancel the relevant Subscription in accordance with section 4.6.

4.5. Taxes

Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"), and You are responsible for all Taxes resulting from these Terms or Your use of the Services.

Payment for the relevant Subscription and any other charges You may incur, including Taxes and possible transaction fees, will be charged by the relevant PSP. Local taxes and other fees may vary depending on the location of the User and the payment method chosen. You hereby confirm that the Company and the relevant PSP can rely on the name and address that You provide to the PSP when You agree to the fees or in connection with Your payment method as being the place of supply for

sales tax and income tax purposes or as being the place of supply for VAT purposes where You have permanent residence / have established Your business.

In the event You are required by law to deduct and withhold any Taxes on amounts payable under these Terms, any amounts required to be withheld will be promptly deducted and timely remitted by You on behalf of the Company to the appropriate taxation authority, and You agree that You will provide the Company with copies of all necessary documents (including, but not limited to tax receipts received from the applicable tax authority). If You are required to withhold any tax for payments due, You shall gross up Your payments to the Company so that the Company receives the amount due in full, free of any deductions.

The Company is not obligated to issue tax invoices or similar documentation related to taxes. Any tax-related documentation required for accounting or compliance purposes is the sole responsibility of the User. However, if required, Users may request a tax invoice from the relevant PSP directly. Users are advised to consult with their tax advisors or relevant authorities regarding the collection, reporting, and remittance of any taxes associated with the Services. The Company shall not be liable for any damages, losses, or penalties incurred by the User as a result of their failure to comply with tax laws or regulations.

4.6. Subscription Cancellation

To avoid automatic renewal and subsequent charges, and in the event the User desires to discontinue the utilization of the Services under the relevant paid Subscription Plan and terminate the Subscription to it, the User must initiate the cancellation of the Subscription through the Account prior to the expiration of the pertinent Subscription period.

In the event that the User decides to cancel the Subscription, this action signifies the discontinuation of automatic renewal. However, the User will retain access to the Services under the relevant Subscription Plan for the remaining duration until the conclusion of the paid subscription period. Consequently, the Company is not obligated to refund the difference in the Subscription cost that remains after its cancellation; it shall be deemed that the Services will continue to be provided until the expiration of the paid Subscription period.

In the event that, for any reason, the recurrent payment for the applicable Subscription Plan is not processed as scheduled, the provision of Services with extended access to the Services under the paid Subscription Plan will be automatically terminated.

In the event that the Subscription is canceled, regardless of the reason, the User will be granted access to the Services under the terms of the free Subscription Plan.

The User acknowledges and agrees that upon cancellation of the Subscription to a Subscription Plan, the User forfeits the opportunity to reinstate the Subscription at the price that was effective at the time of cancellation if it has been subsequently altered. This means that if the Subscription Plan pricing has been revised after the cancellation, the User will be required to purchase the Subscription Plan at the new price, which may differ from the price in effect at the time of cancellation.

4.7. Change of Subscription

The User has the right to request a change of the selected Subscription Plan to a different one.

When switching to a paid Subscription Plan, the User is obliged to pay the full price of the relevant Subscription Plan specified on the Website. In case of switching to a free of charge Subscription Plan, the funds paid by the User are non-refundable, and the paid Subscription plan remains in force until the conclusion of the initially purchased term.

In the event of switching from a lower-priced Subscription Plan to a higher one, the remaining days of the previous Subscription Plan will be recalculated into days for the new Subscription Plan and added to the new Subscription period.

Conversely, when transitioning from a higher-priced Subscription Plan to a lower one, the User shall pay the full cost of the lower-priced Subscription Plan. However, the activation of the lower-priced Subscription Plan begins after the expiration of the higher-priced Subscription plan, which is already active. It is important to note that the Company does not provide refunds or credits for the price difference between the higher-priced Subscription Plan and the lower-priced one. Once the transition is made, the User will continue to have access to the Services under the new Subscription Plan's terms and conditions.

The User's transition to the newly selected Subscription Plan shall result in the termination of the previous Subscription Plan, except as provided above. The User cannot use the Services on the terms of several different Subscription Plans at the same time.

5. Refund Policy

The Company maintains a no-refund policy for all Subscription payments. Once a Subscription Plan is purchased and payment is made, all transactions are final and non-refundable. This policy applies in all circumstances unless explicitly stated otherwise in these Terms or required by applicable law.

By agreeing to these Terms, the User acknowledges that the purchase of a Subscription Plan is a binding commitment that cannot be refunded under any circumstances.

In certain cases, refund requests may need to be directed to the PSP through which the payment was processed. The decision regarding refunds is at the discretion of the PSP, and the Company may not have direct control over the outcome.

Users seeking a refund through the PSP should follow the procedures outlined by the PSP's policies and guidelines. The PSP may have its own terms and conditions regarding refunds, which Users must adhere to.

During a refund dispute, the User's access to the paid Subscription Plan will be suspended. The use of previously created QR codes and the creation of new ones will be subject to the conditions of the free Subscription Plan.

If the PSP decides in favor of the User regarding a refund, the corresponding Subscription Plan will be canceled. The refund amount may be subject to deductions for fees and expenses incurred by the PSP.

If the refund request is denied, the Subscription Plan will be restored, and its validity will continue for the duration of the paid period. The Subscription period will be extended for the time during which the dispute was resolved and the Subscription Plan was suspended.

6. Customer Service

Our customer service is available to assist Visitors and Users with any inquiries or issues they may encounter while using Our Services. Support can be accessed through Our online chat feature or by submitting a request via email at support@jaznu.com. Our dedicated support team strives to address Visitor or User concerns promptly and efficiently to ensure a smooth and satisfactory experience. Whether Visitors or Users have questions about Account management, Subscriptions, Subscription Plans, technical issues, or any other matters related to the Services, Our customer service representatives will try to provide assistance and guidance.

The Company commits to undertaking all reasonable and necessary measures to deliver timely support. However, the specific timeframe for support resolution may vary based on factors such as issue complexity, the number of requests from other Visitors or Users that are simultaneously processed by support staff, etc. The User or Visitor is expected to cooperate with the Company during the support process, providing necessary information and access to facilitate issue resolution.

While the Company endeavors to provide effective assistance, it's important to acknowledge that the resolution of issues may not always be immediate or straightforward due to the variety and complexity of potential issues. Nevertheless, Our team will use reasonable efforts to assist You with the problems You are experiencing, striving to find satisfactory resolutions within the scope of Our capabilities and resources.

7. User Content

7.1. User Content Creation and Submission

The Company and the Services may allow You to generate, create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials, including but not limited to text, writings, files, video, audio, sounds, images, illustrations, photographs, graphics, suggestions, information (e.g., Your name, e-mail address, etc.), comments, reviews, and other content (collectively — “User Content”).

You are strictly prohibited from posting any User Content that infringes upon the intellectual property rights of others. This includes, but is not limited to, copyrighted material, trademarks, patents, trade secrets, and moral rights. You must obtain express permission from the owner of the respective right before submitting any User Content that is protected by intellectual property laws.

Furthermore, You represent and warrant that Your User Content:

- will be original and that You have the necessary rights, licenses, and permissions to use and share any content included in Your User Content;
- will be truthful, non-misleading, and non-deceptive;
- will not disseminate false information, rumors, or misleading content intended to deceive or manipulate others;
- will not contain any material which is tortious (e.g., defames or invades the privacy of any person, etc.), obscene, offensive, hateful, or inflammatory;
- will not promote sexually explicit material or violence, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- will not be threatening, abusive, or invade another's privacy, or provided with an intent to harass, upset, or embarrass any other person;

- will not be provided with an intent to impersonate any person, to misrepresent Your identity or affiliation with any person, or to falsely give the impression that Your User Content comes from someone else;
- will not advocate, promote, or assist any unlawful act (e.g., criminal acts, copyright infringement, computer misuse, etc.);
- will not contain any code, viruses, malware, or other harmful elements that could disrupt, damage, or impair the operation of the Company's Services or harm other Users' devices or data;
- will not disclose or share personal information about individuals without their consent;
- will not intimidate, or cyberbully individuals or groups based on their race, ethnicity, gender, sexual orientation, religion, disability, or any other characteristic;
- will not be unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- will not violate any applicable law, regulation, or rule;
- will not advertise or sell narcotics, alcohol, or other psychoactive substances, or contain links to other resources selling any of the aforementioned;
- will not advertise or sell weapons, ammunition, explosives, or any other harmful or dangerous materials;
- will not promote gambling, betting, or any other activity that involves the risk of losing money or valuables;
- will not otherwise violate, or link to material that violates any provision of these Terms, or any applicable law or regulation.

The Company reserves the right to monitor, review, and moderate User Content to ensure compliance with these guidelines and the Terms. The Company may remove or take down any User Content that violates these guidelines or poses a risk to the community.

The Company reserves the right to remove User Content at any time in response to official requests from authorized authorities, including law enforcement agencies and regulatory bodies. The Company will adhere to applicable laws and regulations when responding to such requests and will take necessary actions to comply with legal obligations. This may involve the removal or restriction of access to User Content deemed to be in violation of laws or regulations, or if such User Content poses a risk to the security, integrity, or reputation of the Services or the Company.

Users or Visitors further understand that the Company's decision to remove or restrict access to User Content in response to official requests is final and binding. The Company shall not be liable for any damages or losses arising from such actions, and Users and Visitors agree to indemnify and hold the Company harmless against any claims, demands, or liabilities resulting from the removal or restriction of User Content in compliance with official requests.

7.2. Grant of Rights to User Content

You retain all ownership rights in Your User Content, and We do not claim ownership to Your User Content. However, by creating, submitting, or posting User Content through the Services, You grant the Company a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, modify, adapt, publicly perform, publicly display, translate, and create derivative works of Your User Content, in whole or in part, in any format or medium now known or developed in the future, for the purposes of operating, promoting, and

improving the Services, as We, in Our sole discretion, deem appropriate in connection with Our business and operations. This license will also 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. This license remains in effect even if You cease using the Services or terminate Your Account.

You waive all moral rights in Your User Content, and You warrant that moral rights have not otherwise been asserted in Your User Content. You waive any and all claims You may now or later have in any jurisdiction to the moral rights with respect to the User Content.

You grant Us a right, in Our sole and absolute discretion, (1) to edit, redact, or otherwise change any User Content; (2) to re-categorize any User Content to place them in more appropriate locations on the Website; and (3) to pre-screen or delete any User Content at any time and for any reason, without notice. We have no obligation to monitor Your User Content, but We reserve the right to do so if We need to ensure that Your use of the Services is in compliance with these Terms.

If a QR code created by a registered user has no interactions within 30 days, and the user's Subscription Plan is inactive or free, the Company reserves the right to delete the user's account along with all associated content.

8. Acceptable Use

As a condition of Your use of the Services, and without limiting Your other obligations under these Terms, You agree to comply with the restrictions and rules set forth in this section as well as any additional restrictions or rules set forth in the Terms and Services itself.

You acknowledge that You will not under any circumstances:

- take any actions that cause or may cause an unreasonable or disproportionate load on the Website's infrastructure;
- interfere or attempt to interfere with the proper operation of the Website;
- use manual and/or automatic software, devices, or other processes to "scan" or "scrape" the Website;
- use software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the operation of any software, hardware, or telecommunications equipment, as well as to damage or gain unauthorized access to any system, data of the Website and/or the Services;
- institute, assist, or become involved in any type of attack, including without limitation the distribution of a virus, denial of services attacks upon the Services, or other attempts to disrupt the Services or any other person's use or enjoyment of the Services;
- use the Services for phishing and fraud;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any part of the Website or otherwise attempt to obtain any source code or basic ideas or algorithms of any part of the Website;
- use any intelligent systems, robots, scrapers, or other similar data gathering tools;
- bypass or attempt to bypass any security or password protection on the Website, access the Services in any way other than through the interface provided and authorized by the Company;

- use automation software, bots, hacks, mods, or any unauthorized third-party software designed to modify or interfere with the Services without the Company's express written consent, modify or cause to be modified any files that are a part of the Services or the Website;
- menace, threaten, defraud, or harass any person (including other Users or Visitors) or cause damage or injury to any person or property;
- use or attempt to use the Services to upload, download, stream, transmit, copy, or store any information, data, or materials, or engage or assist in any activity that may: (i) infringe the intellectual property rights or other rights of any third party; (ii) contain any unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable material of any kind; (iii) harm or attempt to harm others; (iv) have the potential to incite or produce conduct that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, religiously, or sexually discriminatory or otherwise objectionable; (v) assist any fraud, deception, or theft;
- misuse Our support services, including without limitation the submission of false reports of abuse or misconduct by any party;
- attempt to probe, scan, or test the vulnerability of the Website, or any associated system or network, or breach security or authentication measures without proper authorization;
- use the Services to create, post, or distribute any sensitive personal information, including, but not limited to, national ID cards, driver's licenses, passports, dates of birth, biometrics, medical information, or credit card or other payment information;
- otherwise infringe the Terms, requirements of laws and regulations, or the rights and freedoms of third parties.

Any use of the Services in breach of these Terms is strictly prohibited, can result in the immediate revocation of Your limited license under clause 2.1 hereof and may subject You to liability for violations of law.

The Company retains the sole right to ascertain what behavior it deems to contravene the rules of use or deviate from the intent or essence of these Terms or the Services itself. The Company holds the authority to undertake actions in response, including but not limited to the termination of the User's Account and the prohibition of the use of the Services, either entirely or partially, without prior notice to the User.

9. Intellectual Property

9.1. Ownership

You acknowledge and agree that the right to access the Services and use of the created/generated QR codes is licensed. The User or the Visitor does not acquire ownership of the Services and its results (e.g., QR codes), but only the right to use it in accordance with the Terms. All other rights, particularly proprietary rights, copyright, and intellectual property rights to the Services, and all usage rights not expressly granted shall remain the property of the Company or the owner of the intellectual property rights of individual components of the Services, and You shall have no right, title, or interest therein except as expressly set forth in the Terms.

You acknowledge and agree that the Services, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Services, updates, and all other

improvements, revisions, corrections, bug-fixes, modifications, enhancements, releases, and policy and database updates and other updates in, of, or to the Website and/or Services are Our trade secrets and proprietary property, having great commercial value to Us or other individuals, rights holders who have granted Us the right to use certain components of the Services.

10. Copyright Infringement

We respect the intellectual property rights of others. It is our policy to respond to any claim that User Content posted on our Services infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner or an agent of a copyright owner and believe that any material on our Website or Services constitutes an infringement on your copyright, please contact us via email at support@jaznu.com with the subject line: "Copyright Infringement" and provide the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owner; and (e) a statement that the information in the notification is accurate, and, under penalty of perjury, you are authorized to act on behalf of the owner.

The Company reserves the right to request additional information and materials from the applicant that, at its discretion, can contribute to the effective resolution of the claim.

In the event of proven infringement, the Company reserves the right to take measures to restrict the User's access to the Services, remove User Content, and take other appropriate actions. Please note that while we strive to handle such claims promptly, the timeframes for resolution may vary and are not rigidly defined. However, we are committed to addressing such matters with diligence and efficiency.

11. Advertising

The Company reserves the right to engage third-party advertising providers (referred to collectively as "Advertisers") for the placement of advertisements via QR codes created within the scope of using the Services, subject to the limitations inherent in the Subscription Plans. These limitations may vary depending on the selected Subscription Plan.

Advertisements may contain hyperlinks to external websites. We are not responsible for the security, content, or services provided by these third-party websites. It is your responsibility to review and comply with the terms of service and privacy policies provided by Advertisers before engaging in any interactions, transactions, or connections. Advertisers may collect data from your interactions with their advertisements, including but not limited to clicks, views, and interactions. This data collection is subject to the Advertiser's privacy policy, and we are not responsible for the collection, storage, or usage of such data by Advertisers.

Your interactions with Advertisers are distinct and separate from our commitments. We are not involved in or responsible for any activities or transactions between you and Advertisers.

Advertisements placed via QR codes generated within the Services are provided by third-party Advertisers and may not necessarily reflect our opinions, views, or endorsements. The Company does not endorse or warrant the accuracy or quality of the products, services, or content offered by Advertisers. We bear no responsibility or liability for your dealings with Advertisers (including,

without limitation, any representations, warranties, covenants, contracts, or other terms or conditions that may exist between you and the Advertisers or any goods or services you may purchase or obtain from any Advertiser). Users are encouraged to exercise discretion and caution when interacting with advertisements.

Any agreements, understandings, or terms that arise from your interaction with Advertisers are exclusively between you and the Advertisers. Such interactions do not establish any contractual relationship between you and us. We are not liable for any losses, damages, or disputes arising from your interactions with Advertisers.

By continuing to utilize the Services, you acknowledge and consent to the conditions specified in this section.

12. Warranties

Access to the Services is provided “AS IS,” “AS AVAILABLE,” and “AS IT EXISTS.” You agree that Your use of the Services will be at Your sole risk. To the fullest extent permitted by law, We disclaim all warranties, expressed or implied, in connection with the Services and Your use thereof, including, but not limited to, warranties of merchantability and fitness for any purpose with respect to the Services, non-infringement, or as to the operation of the Website. However, the Company does its best and takes all reasonably possible technical and legal precautions to ensure the safe use of the Services by the Visitor or User.

The Company makes no warranty that: (1) the Services meet or will meet the requirements and expectations of the Visitor or User; (2) the Services will be available continuously, access to which will be provided quickly, reliably, and without errors; (3) the Services will be free of any errors, omissions, interruptions, deletions, typographical errors, or other defects; (4) the Services are free from any viruses or other harmful components; (5) any defects or errors in the Services will be corrected; (6) Your device meets all the requirements that will allow the Services functionality to work without any interruptions; (7) technical support will be provided effectively within the timeframe expected by the Visitor or User; (8) the QR codes generated through the Services will be functional and scannable by standard QR code scanners; (9) the Services will result in any specific outcome or benefit to the User; (10) the Services will be free from defects caused by third-party products or services; (11) changes to the custom domain will not affect the functionality or accessibility of QR codes associated with the User's Account; (12) the Company will be able to restore or recover QR codes or associated data in the event of loss or corruption due to changes in the custom domain.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and We will not be a party to or in any way responsible for monitoring any transaction between You and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You should use Your best judgment and exercise caution where appropriate.

By using the Services, You agree and warrant that You: (1) have the legal capacity to use the Services and consent to comply with the Terms; (2) will refrain from actions specified in section 8 hereof, which may have a negative impact on the operation of the Services and/or the Website; (3) will not use the Services in order to violate any applicable law or regulation.

The Visitor or User acknowledges and agrees that he/she/it is solely responsible for legal and financial liability for all actions using or accessing the Services. The Visitor or User utilizes the Services at his/her/its sole discretion and risk, and You are thereby assuming all potential risks and liabilities associated with the Service's use, as well as any potential consequences that may impact the Visitor or User, Your device, system, etc.

You understand that any and all persons who have access to Your QR codes, created via the Website can freely scan them. This means that whoever they are sent to or wherever they are marketed to, users can view and scan them and review Your User Content.

13. Liability and Limitation of Liability

The Company and You shall be responsible for fulfilling their obligations under these Terms in accordance with the current legislation of Georgia.

To the fullest extent permitted by applicable law, the Company shall not be liable for (1) failure of the Services functionality to meet the User's or Visitor's expectations; (2) errors and malfunctions of the Services; (3) typographical errors, inaccuracies, omissions, or other defects in the Services, as well as untimeliness or inaccuracy of any information contained in the Services; (4) any direct, indirect, consequential, actual, or incidental damages that the Users or Visitors have suffered or may suffer as a result of the temporary suspension of the Services; (5) the security of operation and content of third-party websites, links to which may be contained on the Website or Services; (6) losses or damage caused by the breach of the Terms by another User or Visitor; (7) the lack of a proper Internet connection of Visitor or User, which may result in difficulties for the Visitor or User to access the Services; (8) any activities which may be conducted by minors without the consent of their parents or legal guardians, when such consent is legally required; (9) any misrepresentation or fraud with respect to the Services; (10) damages that may be incurred by the User who has not canceled the Subscription in a timely manner; (11) the impossibility of resolving any issues that the User or Visitor has when contacting the technical support, including those that are beyond the direct influence of the Company; (12) the procedure of payment transactions, including the payment procedure of the PSP, as well as currency conversion rates (if applicable); (13) the security of operation and content of third-party websites, links to which may be contained on the Website or Services; (14) the security of User Accounts, including unauthorized access, hacking, or other breaches, and disclaims liability for any resulting losses or damages; (15) any disruptions in functionality or inaccuracies arising from modifications made to custom domains by the User; (16) any loss of data, business opportunities, or damages incurred as a result of modifications to QR codes necessitated by changes to the custom domain; (17) any delays, interruptions, or inaccuracies in QR code functionality resulting from the connection of the custom domain.

In some jurisdictions, limitations of liability are not permitted and, therefore, some of the above limits may not apply in all instances.

The User uses the Services at his/her/its own risk and is solely liable for the possible consequences of the use, including any damage and losses that such use may cause.

You are solely responsible for any damage caused by Your failure to obtain permission to post/publish information or materials as part of the User Content, or for any other damage caused by Your User Content.

Neither Party will be liable for any indirect, exemplary, special, or consequential damages, loss, or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill, or anticipated sales or savings, even if the damages were foreseeable or a Party has been advised of the possibility of those damages.

Notwithstanding anything to the contrary contained herein, You expressly agree that:

Aggregate Liability Limitation: in the event of any and all claims arising from the use of the Services, the aggregate liability of the Company is limited to the amounts You have paid to the Company for access to and use of the Services.

Scope of Damage Limitations: the limitations of damages set forth above are material terms of the Terms and their integral part.

14. Force Majeure

The Company shall be exempt from liability for any delays, failures, or interruptions in the operation of the Services caused directly or indirectly by force majeure circumstances, such as war or hostilities, earthquakes, floods, fires and other natural disasters, power outages or Internet interruptions, hardware and/or software malfunctions, virus attacks, actions of public authorities, or any other circumstances beyond Our control.

15. Indemnification

You agree to indemnify, pay the defense costs of, and hold harmless the Company and its respective employees, officers, directors, agents, contractors, and other representatives from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by You of the Terms or negligence by You, (b) any act or omission by You in using the Services, (c) Your User Content. You agree to reimburse the Company on demand for any defense costs incurred by the Company and any payments made or loss suffered by the Company, whether in a court judgment or settlement, based on any matter covered by this section.

The Company reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us and You agree to cooperate with Our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

If You are prohibited by law from entering into the indemnification obligation above, then You assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject of the indemnification obligation above.

16. Term and Termination

These Terms shall commence on the date You have started to use the Services and remain in effect until terminated in accordance with this section.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY

ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If We terminate or suspend Your Account for any reason, You are prohibited from registering and creating a new Account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to terminating or suspending Your account, We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

If a User deletes his/her/its Account, this also counts as termination of the Terms with Us, provided that he/she/it does not continue to use the Services as a Visitor. Upon termination of these Terms, all applicable rights and access granted to You herein will automatically terminate, and You will cease any further use of the Services. However, all payment obligations outstanding at the time of termination as well as all sections of these Terms which by its nature would survive its termination shall survive the termination of these Terms. Users will not receive a (partial) refund or reimbursement of any fees already paid for Subscription(s).

17. Dispute Resolution

All disputes and differences that may arise in the course of performance of the Terms or in connection therewith shall be resolved by the Parties through negotiations. All claims shall be considered by the Company in writing and sent to the Company's e-mail address, namely: info@jaznu.com, within 30 (thirty) days from the date of sending the letter by the User or Visitor.

If the Parties fail to settle disputes by negotiations, all disputes, controversy, or claims regarding any issues arising out of or related to these Terms, including the conclusion, interpretation, execution, breach, termination or invalidity thereof, shall be referred to and finally resolved by arbitration under the Tbilisi City Court Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Tbilisi. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive law of Georgia.

18. Third-Party Websites

We reserve the right to post active links to websites that are not maintained by the Company. We do not verify, endorse, or have any responsibility for any such third-party websites, their business practices (including, without limitation, their privacy policies), or any goods or services associated with or obtained in connection with any such website. If You visit websites through such links, You should review their privacy policies, terms of use, and other documents, as We are not responsible for the policies and practices of other companies.

These Terms govern only the Services and do not cover other websites or any corresponding content, features, and activities made available by any other company, even if URLs or hyperlinks to such websites are provided within the Services, unless specifically stated.

19. Changes to the Terms

We are constantly updating the Website and Services to provide better options and features, or for other reasons. In certain instances, it may be necessary to update or modify the Terms to reflect these and other changes (e.g., to reflect updates to Our practices and policies). Accordingly, You agree that We may at any time update or modify these Terms, as appropriate or necessary.

Modifications and updates to these Terms will be effective upon: (a) notice, either by posting on Our Website or by email notification; and (b) Your subsequent use of Our Website or Service.

It is Your responsibility to review the Terms and the Website from time to time for any changes. Your access and continued use of the Website or Services following any modification of these Terms will signify Your assent to and acceptance of the same. If You object to any revision to the Terms, immediately discontinue use of the Website and Services and, if applicable, terminate Your Account.

20. Miscellaneous Provisions

20.1. Entire Agreement

The Terms and Conditions, and other policies posted by Us on the Website constitute the entire agreement between the Parties relating to the subject matter of the Terms and supersede all prior or contemporaneous communications, agreements, and understandings, written or oral, with respect to the subject hereof, and prevail over any conflicting or additional terms of any order, acknowledgment, or similar communication between the Parties.

20.2. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary to ensure that these Terms otherwise remain in effect. Failure of the Company to enforce any part of these Terms shall not constitute a waiver of the Company's right to further enforce such or any other part of the Terms.

20.3. Notices

All notices made under or in connection with the Terms must be in writing and sent to the other Party at the address for such other Party first set out in the Terms or, in the case of the User, at the email address provided by the User at the time of registering the Account.

20.4. Assignment

The Company reserves the right to assign or delegate these Terms and/or the Privacy Policy, in whole or in part, to any person or entity at any time, with or without Your consent. You may not assign or delegate any rights or obligations under the Terms without the Company's prior written consent.

20.5. Waiver

Any waiver or purported waiver shall be void unless made in writing, and neither Party's failure to exercise any of its rights under the Terms shall constitute or be deemed a waiver or forfeiture of any such rights.

21. Contact Information

If You have any questions, doubts, or suggestions regarding the Terms and/or the Services, You may contact Us for assistance at the following e-mail address: support@jaznu.com.