

TERMS OF USE

Last updated May 19, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Individual Entrepreneur Georgii Tcamaladze ("Company," "we," "us," "our").

We operate , as well as any other related products and services that refer or link to these legal terms (the

"Legal Terms") (collectively, the **"Services"**).

You can contact us by email at or by mail to gojoytech@gmail.com

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Individual Entrepreneur Georgii Tcamaladze, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal

Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

We recommend that you print a copy of these Legal Terms for your records.

TABLE OF CONTENTS

1. OUR SERVICES
2. INTELLECTUAL PROPERTY RIGHTS
3. USER REPRESENTATIONS

4. PROHIBITED ACTIVITIES
5. USER GENERATED CONTRIBUTIONS
6. CONTRIBUTION LICENSE
7. SERVICES MANAGEMENT
8. TERM AND TERMINATION
9. MODIFICATIONS AND INTERRUPTIONS
10. GOVERNING LAW
11. DISPUTE RESOLUTION
12. CORRECTIONS
13. DISCLAIMER
14. LIMITATIONS OF LIABILITY
15. INDEMNIFICATION
16. USER DATA
17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
18. MISCELLANEOUS
19. CONTACT US

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services;
- download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: gojoytech@gmail.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions;
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or

future use of the Services (or any portion thereof).

4. PROHIBITED ACTIVITIES

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

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pems").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, GO or other code.

- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

5. USER GENERATED CONTRIBUTIONS

The Services does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. When you create or make available any Contributions, you thereby represent and warrant that:

6. CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

7. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting

such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

8. TERM AND TERMINATION

These Terms will remain in full force and effect while you use the Services. Your subscription will automatically renew each month unless you cancel your subscription or fail to make a timely payment. If you cancel your subscription or fail to pay, your access to the paid features of the Services will continue only until the end of the already paid subscription period. No refunds will be issued for any partial subscription period following cancellation.

You may terminate your account or cancel your subscription at any time through your account settings or by contacting customer support. Upon termination, your access to the Services will cease at the end of the billing period for which you have already paid.

We reserve the right to terminate or suspend your access to the Services immediately and without notice if you violate these Terms, fail to make timely payment, or engage in activities harmful to us or other users. Additionally, we may terminate your access if required by law or if we decide to cease providing the Services entirely or partially.

If the Services include a free trial or introductory offer, your access to the Services will terminate at the end of the free trial period unless you opt into a paid subscription. You must cancel any free trial subscription before it converts into a paid subscription to avoid automatic billing.

9. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal

Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

10. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of law principles. However, if you are a consumer resident in the European Union, United Kingdom, Canada, or another jurisdiction that provides mandatory consumer protections, you will also enjoy the protection of those mandatory provisions, and these provisions will prevail to the extent they offer greater protection than Georgian law.

You agree that any dispute arising under these Terms shall be subject to the jurisdiction of the courts of Georgia, unless otherwise provided by applicable consumer protection laws of your country of residence, in which case you may have the right to bring proceedings in your local courts.

11. DISPUTE RESOLUTION

Informal Negotiations

To expedite dispute resolution and minimize costs, you and we agree to first attempt to resolve any dispute related to these Terms informally through good faith negotiations for at least 60 days from the date either party notifies the other of a dispute.

Arbitration

If informal negotiations fail to resolve the dispute, either party may choose to resolve the dispute through binding arbitration conducted by a reputable arbitration institution agreed upon by the parties. Arbitration shall take place in Georgia, conducted in English, and resolved by a single arbitrator.

However, if you are a consumer in a jurisdiction that prohibits mandatory arbitration or class action waivers, this arbitration section will not apply to you, and disputes shall instead be resolved by the competent courts according to applicable local laws.

Class Action Waiver

To the maximum extent permitted by applicable law, you agree not to participate in or initiate any class action or representative proceedings against us. If applicable law prohibits the enforcement of this waiver, this provision shall not apply to you.

13. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF CONTENT PROVIDED BY THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS, SO THE ABOVE EXCLUSIONS MAY NOT FULLY APPLY TO YOU. IF YOU ARE A CONSUMER RESIDENT IN THE EUROPEAN UNION OR ANOTHER REGION WITH SIMILAR MANDATORY CONSUMER PROTECTIONS, THESE DISCLAIMERS APPLY ONLY TO THE EXTENT PERMITTED BY THOSE LAWS.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR OTHER INTANGIBLE LOSSES ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR DAMAGES CAUSED BY OUR WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE, AND TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR ONE HUNDRED UNITED STATES DOLLARS (USD 100), WHICHEVER IS LESS.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY, DEATH, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AFFECTS RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW.

15. INDEMNIFICATION

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

against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve 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, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

16. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

We will only retain your personal data as long as necessary to fulfill the purposes of providing the service, and will delete or anonymize it upon request or when no longer needed.

17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the

fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

19. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at: gojoytech@gmail.com