

1. Introduction

1.1. Please read these Beasmart.mobi Terms and Conditions carefully before registering (and/or downloading) with the service and/or using the website together with any tools or materials provided by the Beasmart.mobi website and the service which is operated by BeluggaWeb Ltd (Belugga).

2. General

2.1. By using this website, any tools or materials provided by it and/or registering (and/or downloading) with the service you accept these Terms and Conditions and are legally bound with them.

2.2. Beasmart.Mobi reserves a right to modify these Terms and Conditions at any time without prior notice. Therefore, please check these Terms and Conditions periodically for changes.

2.3. If you do not agree to these Terms and Conditions and you do not wish to be legally bound by them then you may not register with Beasmart.mobi nor use Beasmart.mobi website and/or download or use any material available through it.

2.4. The Beasmart.mobi website provides detailed information about the Beasmart.mobi service.

2.4. A contract concluded on the Beasmart.mobi website will be valid only if the following requirements are met and the contracting party:

2.4.1. is a natural person;

2.4.2. Is a human of over 18 years of age;

2.4.3. must provide true and full information, data and payment details upon registration to subscribe to the Beasmart.mobi service;

2.4.4. must have the right to establish a contractual relation; or

2.4.5. be a legal entity and have the right and have the right to establish a contractual relation as such.

2.5. By using the Beasmart.mobi website and service, the user accepts financial responsibility for all uses of this website by themselves and/or other persons using it under their responsibility.

3. Beasmart.mobi service registration

3.1. After accepting your registration application, Belugga grants you a license to use the Beasmart.mobi service and any materials, databases, software, tools and information available for the duration of the registration period. The license is non-exclusive and non-transferable and is granted on the Terms and Conditions of this Agreement.

3.2. Upon completion of your registration and subscription the provision of the Beasmart.mobi services will begin. During the period of your subscription you will be given the opportunity to create, upload, transmit and circulate any content which may consist of images, text, urls, audio, video and any other files and media. The content must be used correspondingly to the technical details of the Beasmart.Mobi service, and any instructions or conditions provided.

3.3. The submission of the created application for the content acceptance, approval, hosting and listing or registration with application distributing stores such as Google Play and App Store. We can not guarantee the acceptance, approval, hosting and listing or registration of your application content, as it is the subject to the terms and conditions of the selected

application distributing stores, in addition to these Terms and Conditions. You are solely responsible to review the relevant terms and conditions of the selected application distributing stores.

4. Beasmart.mobi use conditions

4.1. You can make your own use of any downloadable materials available with Beasmart.mobi electronically. However, you may not copy, display, transmit, distribute, reproduce or download any other available materials.

4.2. You can not re-sell, sublicense, lease, rent or transfer the rights to the Beasmart.mobi materials and service to any other person. Moreover, you can not financially exploit the Beasmart.mobi service or any provided materials unless stated otherwise as per separate agreement.

4.3. You can not use the Beasmart.mobi service, website or any available materials for any purpose which may be considered illegal in any jurisdiction.

4.4. Belugga reserves a right to add, change, upgrade or remove any part of the Beasmart.mobi service without prior notice.

5. Beasmart.mobi service modification and termination

5.1. It is permitted to upgrade your current subscription plan of the Beasmart.mobi service at any time of the subscription duration. The current subscription plan can not be downgraded at the time of the subscription duration.

5.2. Your subscription with the Beasmart.mobi service shall continue until expiry date, unless cancelled by you by prior notice. Belugga reserves a right to terminate your subscription to the Beasmart.mobi service at any time if you are found to violate these Terms and Conditions. Before termination we may freeze your subscription and call upon you to remedy any rupture within a specified by Belugga period of time.

5.3. If you wish to cancel your Beasmart.mobi subscription you should contact us via email at info@beasmart.mobi.

5.3. Upon termination of your Beasmart.mobi service subscription, Belugga has the right to entirely remove the terminated account from our system and servers, including all the content and any links. This may result in the deletion of the created application from the application distribution stores.

6. Payment and Refund Policy

6.1. At the time of subscribing for your Beasmart.mobi service plan, Belugga will request payment of a subscription on the chosen duration basis and in accordance to the current price lists. The prices can be changed at any time without prior notice. Any updates of the prices will be posted on the Beasmart.mobi website.

6.1.1. Any modification of the price, whether it is increase or decrease will not affect the subscriber during the period of valid subscription.

6.2. All the prices are presented and settled in the Euro currency (EUR).

6.3. Subscription fees shall be paid at once for the complete chosen subscription period. Payment shall be placed through the use of a valid credit card and will be processed through the local payment gateway JCC Smart.

6.4. The prices listed on the Beasmart.mobi website are inclusive of the 19% VAT applicable for the Republic of Cyprus, but do not include any taxes, duties or levies that may apply in your jurisdiction. Those will need to be covered by you separately.

6.5. You are liable for the entire payment of any charges and fees to the chosen application distributing stores.

6.6. All and any subscription fees or any other fees paid to BeluggaWeb Ltd or/and to any distributing stores are, under any circumstances, non-refundable.

7. Subscription Modifications

7.1. You have the right to upgrade your subscription at any point, during a valid Beasmart.mobi subscription period.

7.2. The upgrade can be performed regarding:

- 7.2.1. the duration of the current subscription by extending it; or
- 7.2.2. the chosen features plan; or
- 7.2.3. both the features plan and its duration.

7.3. There is no additional fee for the upgrade amendments at any point. The price difference between the current subscription and the upgrade must be settled through the local payment gateway JCC Smart with the use of a valid credit card.

8. Warranties

8.1. BeluggaWeb Ltd warrants that it has the right to license any subscription or materials to you; and will take all the necessary steps to provide you with the Beasmart.mobi service.

8.2. Any complaints should be directed to us via email at info@beasmart.mobi

9. Personal Information

9.1. The following applies to any personal information you provide to Beasmart.mobi during the process of registration for our service and/or one of the subscriptions:

9.1.1. You authorize the Beasmart.mobi to use, store and process any personal data in a way that is necessary to provide you with the Beasmart.mobi services and to identify you as our service customer in our databases.

9.1.2. It is your responsibility to provide us with the accurate, complete and correct personal information in all the requested fields.

9.1.3. By accepting these Terms and Conditions, you agree that your personal information can be processed by Beasmart.mobi, BeluggaWeb Ltd and any sub-contractors, if applicable, for any promotional purposes of these companies.

9.1.4. For insight or modification of any of your personal information you should contact us via email at info@beasmart.com.

9. Data Security

It is in your responsibility to protect the confidentiality of your credentials that may be selected by you or given to you to access and make use of the Beasmart.mobi service. You should not share them or transfer them to any third party. In the case you notice any unauthorized use of your credentials or any other part of Beasmart.mobi you should inform us immediately.

10. Accuracy of Information and Use of Materials

10.1. Beasmart.mobi and our website is operated and fully controlled by BeluggaWeb Ltd. Therefore, Beasmart.mobi have taken reasonable care to ensure that the content of the website including all features, operations and other information are accurate.

10.2. Beasmart.mobi service offers integrations with the third party providers. You acknowledge and accept that Beasmart.mobi cannot be held responsible for any inaccuracies in their content, timing or otherwise in any way.

11. Copyright

11.1. All materials contained in the Beasmart.mobi website are protected by the international copyright laws and are the copyright property of the BeluggaWeb Ltd. No material from this may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

11.2. All product and company names and logos contained on the website or through the Beasmart.mobi are trade-marks of their respective owners, including BeluggaWeb Ltd.

11.3. By agreeing to these Terms and Conditions you accept that Beasmart.mobi and BeluggaWeb Ltd are not involved and responsible for the creation, uploading, transmission and circulation of the content of the created applications, and that they are not responsible for amendments of the content or information, initiations the transmission, selecting the receiving parties

13. RESTRICTIONS ON USE OF MATERIALS

Any software that is made available to download from this website ("software") is the copyright work of ExploreCyprus.com and/or of the owner of this website, its affiliates and or their suppliers. Any use of this software is subject to the "fore signed agency/or licence agreement." All materials contained in this Website are the copyright property of ExploreCyprus.com and/or of the owner of this website, or its subsidiaries or affiliated companies and/or third party licensors. No material from this may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Only one copy of the materials may be downloaded on each computer.

11. Links to Third Party Sites

This website may contain hyperlinks to websites operated by parties other than BeluggaWeb Ltd. Such hyperlinks are provided only for your reference. BeluggaWeb Ltd does not have a control over such web sites and is not responsible for their content. Beasmart.mobi incursion of hyperlinks to such web sites does not imply any endorsement of the material on such websites or any association with their operators.

Severability

The invalidity of one or more provisions of these Terms and Conditions does not signify the invalidity of the entire Terms and Conditions.

Area of Jurisdiction - Governing Law

These Terms and Conditions are subject to the Laws of the Republic of Cyprus and to the exclusive jurisdiction of the courts of the Republic of Cyprus.