

SIA PROFORIO

END USER LICENSE AGREEMENT (EULA)

Terms and Conditions for the Provision of Services

Version 2.0 | Effective Date: 3.07.2026

Registration No.: 40103589525 | Address: Imantas 4th Line 9, Riga, Latvia

1. TERMS AND DEFINITIONS USED IN THE AGREEMENT

For the purposes of this Agreement, unless the context requires otherwise, the following terms and expressions shall have the meanings set out below:

- 1.1. **“Proforio” or “We”** means SIA “Proforio”, registration No. 40103589525, legal address: Imantas 4th Line 9, Riga, LV-1083, Latvia, which ensures the operation, maintenance, administration and provision of services related to the Platform.
- 1.2. **“Customer” or “You”** means a natural or legal person, including a landlord, real estate property manager, property administrator or duly authorised representative, who registers on the Platform or otherwise uses the Platform and its services for the purposes of its economic, professional or commercial activity, assuming full responsibility for its actions, the information provided and the legality of its use of the Platform.
- 1.3. **“Resident”** means the Customer’s lessee, tenant, occupant, property user or other natural person who receives or uses services related to real estate and whose data, information or documents are entered, uploaded, stored or otherwise processed on the Platform on behalf of the Customer in accordance with the Customer’s operating model (including as landlord, property administrator or real estate property manager). The Customer is fully responsible for ensuring that a lawful basis exists for processing and transferring the Resident’s data to Proforio.
- 1.4. **“User”** means any natural person who accesses or uses the Platform, including the Customer if the Customer is a natural person, an Authorised User or a Resident who has been created or granted a Platform user account or access rights. Unless expressly provided otherwise in this Agreement, User actions carried out within the Customer’s account, organisation or managed environment shall be deemed to be the Customer’s actions and responsibility.
- 1.5. **“Authorised User”** means the Customer’s employee, representative, administrator, authorised person or other natural person to whom the Customer grants or permits access to the Platform on behalf of or in the interests of the Customer. The Customer is fully responsible for all actions and omissions of Authorised Users, data entries, confirmations, use of access rights and any other activities on the Platform, and such activities shall be deemed to have been carried out on behalf of the Customer.
- 1.6. **“Resident Account”** means a limited-access Platform user account or access rights granted to a Resident so that the Resident may receive information, view data, documents, invoices, notices, payments or other information related to the relevant real estate property, or use other functionalities available on the Platform, to the

extent permitted by the Customer or provided by the functionality of the Platform. The creation or use of a Resident Account does not, in itself, make the Resident a Customer, Subscription payer or commercial party to the Agreement.

- 1.7. **“Platform”** means the web application maintained by Proforio, software as a service (SaaS), the websites app.proforio.com and proforio.com, and all related services, modules, functionalities, tools, integrations, interfaces, API solutions, content, data and technical solutions that Proforio provides or makes available to the Customer in an electronic environment. Proforio may, at its discretion, at any time change, supplement, restrict or discontinue individual Platform functionalities or parts of the services.
- 1.8. **“Services”** means all services and Platform functionalities provided by Proforio, including, but not limited to, real estate property management and administration tools, data storage and processing, invoice preparation and issuance, payment accounting, contract and document management, file storage, communication solutions, sending of SMS and other notifications, report preparation, integrations with third-party systems, automation functions and other electronic services or solutions that Proforio provides or makes available on the Platform from time to time. Proforio may, at its discretion, change, supplement, restrict or discontinue any Service or any part thereof without prior notice, to the extent permitted by applicable laws and regulations.
- 1.9. **“SMS Service”** means a functionality available on the Platform that enables the Customer to generate, schedule, send or administer short message service (SMS) notifications to Residents, customers or other third parties by using Third-Party electronic communications or messaging service providers integrated by Proforio. The SMS Service includes only the technical ability to organise and transmit SMS sending requests to the relevant service providers, and Proforio does not guarantee delivery of messages, delivery speed, availability or receipt of the content on the end device. The Customer is fully responsible for the legality of its use of the SMS Service, the content of messages, recipient consent and compliance with applicable laws and regulations.
- 1.10. **“Account Data”** means any information, data, documents and content that the Customer, its representatives or authorised persons enter, upload, store, generate, send or otherwise process on the Platform, including, but not limited to, data concerning real estate properties, groups of premises, units, lessees, tenants, residents, customers, contracts, invoices, payments, debts, meter readings, utilities, financial information, communications, documents and other data related to real estate management, leasing or administration. The Customer is fully responsible for the legality, accuracy, completeness, currency and security of the Account Data.
- 1.11. **“Personal Data”** means any information relating directly or indirectly to an identified or identifiable natural person within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation or GDPR), including any information that makes it possible to identify a person by means of identifiers, location data, online identifiers or other elements of physical, physiological, genetic, mental, economic, cultural or social identity.
- 1.12. **“Sub-processor”** means any natural or legal person who processes Personal Data on behalf of Proforio or provides technical, infrastructure, hosting, communications, data storage, analytics, customer support or other services related to the operation of the Platform and the provision of the Services. The Customer

agrees that Proforio may, at its discretion, engage, replace or use Sub-processors to the extent necessary to ensure the operation of the Platform and provision of the Services.

- 1.13. **“Subscription”** means a paid service plan or licence selected by the Customer which, upon payment of the relevant fee, grants the Customer limited, revocable, non-transferable and non-exclusive rights to access the Platform and use specific Platform functionalities in a defined scope and for a defined period in accordance with the terms of the Agreement, the price list and the relevant service plan.
- 1.14. **“Trial Period”** means a free access period of limited duration, usually not exceeding 30 (thirty) calendar days, during which the Customer may, at Proforio’s discretion, be provided with access to certain or all Platform functionalities free of charge. Proforio may at any time change, restrict, extend or terminate the Trial Period or the functionality available during it without prior notice and without any obligation to compensate. After the end of the Trial Period, access to the Platform or certain functions thereof may be restricted or terminated if the Customer has not taken out a paid Subscription.
- 1.15. **“Third-Party Services”** means any services, software, platforms, API solutions, data storage, payment processing, communications, hosting, authentication or other technical solutions of external service providers, partners or infrastructure providers that Proforio uses to provide the operation, functionality or Services of the Platform, including, but not limited to, the services of Esteria (SMS Solutions SIA), Stripe, Neopay, Hetzner, Brevo and other third parties. Proforio is not responsible for the operation, availability, security, changes, interruptions or acts or omissions of Third-Party Services or third parties, to the extent permitted by applicable laws and regulations.
- 1.16. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as well as any amendments thereto, replacement legislation and European Union and Republic of Latvia laws and regulations related to its application.
- 1.17. **“Tokens”** means artificial intelligence processing units used to measure and account for the volume of use of the AI Assistant. Requests entered by the Customer and responses generated by the AI Assistant are measured in tokens, and their total number is counted towards the Customer’s monthly Token Limit. Actual token consumption may vary depending on the complexity and length of the request and the AI model used.
- 1.18. **“Implementation and Launch Services” or “Onboarding Services”** means initial implementation, configuration, data migration, integration, training, consulting and other professional services provided by Proforio for the purpose of preparing the Platform for the Customer’s use and enabling the Customer to commence operations on the Platform. Onboarding Services may include, among other things, data import and structuring, configuration of properties and users, technical customisation, installation of integrations, implementation consulting and technical support. Unless the Parties have agreed otherwise in writing, Onboarding Services are not included in the standard Subscription fee and are provided for a separate fee.

- 1.19. **“Artificial Intelligence Tools” or “AI Assistant”** means artificial intelligence, machine learning, automated data processing or generative artificial intelligence functionality integrated into the Platform that uses Proforio or Third-Party technological solutions to generate content, analyse data, provide recommendations, automate certain processes or otherwise assist the Customer in using the Platform.

2. SUBJECT MATTER AND CONCLUSION OF THE AGREEMENT

- 2.1. These Platform terms of use (“Terms”) govern access to and use of the Proforio platform and related services, and set out the User’s obligations, liability and restrictions on rights. Any person who accesses or uses the Platform, creates a user account, submits data or performs any actions on the Platform confirms that they have read the Terms, fully understand them and undertake to comply with them. The User is fully responsible for all activities carried out using their account, identification means or access credentials, regardless of whether such activities are carried out by the User or by a third party. The User assumes all risk and liability for the legality, accuracy, completeness and compliance with laws and regulations of the data, documents and information entered, uploaded, processed or otherwise transmitted on the Platform.
- 2.2. By ticking the checkbox “I have read and agree”, creating an Account, submitting an order or otherwise electronically confirming these Terms, the person on behalf of the Customer expressly represents and warrants that:
- (a) they have all necessary rights, authority and legal basis to represent the Customer and assume obligations on the Customer’s behalf;
 - (b) they have fully familiarised themselves with these Terms, the DPA appendix, SLA, AUP and other applicable documents, understand their content and legal consequences, and agree to them without limitations or objections;
 - (c) the Customer agrees and confirms that all electronically approved documents, applications, consents, orders and other confirmations related to the use of the Platform are legally binding, equivalent to documents signed in writing and become effective from the moment of their electronic approval. The Customer undertakes not to contest the legal force, validity or binding nature of such electronic actions, approvals or consents solely on the basis of their electronic form.
 - (d) The Customer confirms that it has all necessary rights, authorisations and legal bases for transferring, processing and using the personal data and other information entered on the Platform, and agrees that Proforio, as the service provider, processes all personal data and other data entered on the Platform by the Customer or its authorised persons for the performance of the Agreement, ensuring the operation of the Platform, provision of services, quality improvement, security, prevention of incidents, compliance with legal requirements, debt recovery, dispute resolution and other purposes reasonably related to the operation of the Platform.
 - (e) The Customer assumes full responsibility for the content, accuracy, currency and legality of the data entered on the Platform and undertakes to indemnify Proforio for all losses, claims, penalties, costs or third-party claims arising in connection with unauthorised, unlawful or inaccurate data entry or processing

by the Customer. The Customer agrees that Proforio, as the service provider, has the right to store and process the relevant data also after termination of the Agreement to the extent necessary to comply with legal requirements, protect legal interests or resolve disputes.

- (f) The Customer represents and warrants that all information and data provided, uploaded or otherwise transmitted on the Platform are true, accurate, complete, current and lawful and do not infringe the rights of third parties or applicable laws and regulations. The Customer undertakes to inform Proforio immediately, but in any case no later than within 1 (one) business day from the occurrence of the relevant circumstances, of any changes to the information or data provided and to ensure their timely updating on the Platform.
- (g) The Customer represents and warrants that the Customer has all necessary rights, consents, authorisations and legal basis to provide such information and to represent the relevant persons or institutions. If a person acting on behalf of the Customer is not duly authorised to represent the relevant natural or legal person, institution or organisation, that person and/or the Customer shall be jointly and severally fully liable for all consequences arising therefrom, including any direct, indirect, pecuniary, non-pecuniary, legal and non-legal losses, claims, sanctions, expenses and third-party claims.
- (h) The Customer assumes full and unlimited liability for any consequences arising from the provision of false, incomplete, outdated, misleading or unlawful information, failure to update information in a timely manner or absence of the necessary authorisations, regardless of whether such consequences are incurred by the Customer, Proforio or third parties. Upon Proforio's first request, the Customer undertakes to immediately indemnify and compensate Proforio for all losses, costs, fines, administrative sanctions, legal assistance costs, litigation costs and any other expenses or claims incurred by Proforio in connection with the information provided by the Customer or the Customer's actions or omissions.

2.3. Proforio has the right, but not the obligation, to verify the truthfulness and sufficiency of the information, authorisations or rights provided by the Customer, and Proforio assumes no liability for consequences arising from reliance on the information or confirmations provided by the Customer. If Proforio suspects that false, incomplete, misleading or unlawful information has been provided or that authorisation is absent, Proforio has the right, without prior notice and without any obligation to compensate, to suspend, restrict or terminate the Customer's access to the Platform, delete the Customer's account, refuse to provide services and transfer the relevant information to competent authorities or third parties for the protection of its rights and interests.

2.4. Proforio has the right to collect, store and use electronic, technical and audit evidence regarding the Customer's activities on the Platform, including, but not limited to, information regarding the version of the Terms, the date and time of acceptance, user identifiers, IP addresses, device and browser data, authentication information, access and activity history, system log files, session data, electronic confirmations, communication records and other technical metadata and audit records.

2.5. The Customer agrees and acknowledges that the said data and records constitute sufficient, reliable and legally binding evidence that the Customer has performed

the relevant actions on the Platform, familiarised itself with the Terms, accepted them, given consents, submitted information or performed other actions in the electronic environment. Such electronic records shall be considered prima facie evidence in any administrative proceedings, litigation or other dispute resolution process, and the Customer shall have the burden of proving the contrary by clear, objectively verifiable and reliable evidence.

- 2.6. The Customer waives the right to challenge the admissibility, authenticity, legal force or evidentiary value of electronic records, audit data, system logs or other technical evidence solely because they were created, processed, sent or stored in electronic form or in automated systems. System records, audit data and technical information maintained by Proforio shall be deemed correct and authentic unless proven otherwise.

3. REGISTRATION AND ACCOUNT MANAGEMENT

- 3.1. To use the Platform, the Customer must register by providing true, accurate, complete and current information and must ensure its timely updating throughout the period of use of the Platform. The Customer is fully responsible for all activities carried out using its account, authentication means or access credentials, regardless of whether the relevant activities are carried out by the Customer or by a third party.
- 3.2. The Customer must ensure the confidentiality and security of account access credentials, passwords, authentication means and other security information, and must immediately inform Proforio of any unauthorised access, security incident or suspicion of unauthorised use of the account. Proforio is not liable for any losses, damage or consequences arising from the Customer's negligence, insufficient security or disclosure of access credentials.
- 3.3. The Customer assumes full responsibility for all activities, requests, data entries, confirmations and other actions carried out using the Customer's account, authentication means or access credentials, regardless of whether such actions are carried out by the Customer, its employee, authorised person or any other third party who has obtained access to the account with or without the Customer's knowledge. All activities carried out using the Customer's account shall be deemed to have been carried out on behalf of and with the consent of the Customer, and shall create legally binding consequences for the Customer.
- 3.4. If the Customer suspects unauthorised access to the account, compromise of access credentials, a security incident or any unauthorised use of the Platform, the Customer must immediately, without undue delay, inform Proforio by sending a notice to the email address info@proforio.com. Until receipt of such notice, Proforio is not liable for any actions or consequences carried out or arising through the use of the Customer's account or access credentials.
- 3.5. One Customer may create and use multiple accounts to the extent necessary for organising the Customer's operations or arising from the specifics of its business activities, including, but not limited to, where properties are managed in different currencies, jurisdictions or with different legal, tax, accounting or administrative settings. Each account shall be considered a separate administrative environment, and the Customer assumes full responsibility for the use of all accounts, the data entered therein and the activities carried out within the relevant accounts.
- 3.6. The Customer ensures and warrants that the Platform is accessed and used only by persons who are of legal age, have legal capacity and are duly authorised, who

have the right to act on behalf of the Customer and use the Platform in accordance with applicable laws and regulations and the terms of this Agreement. The Customer assumes full responsibility for the actions of all of its employees, representatives, authorised persons and other users on the Platform, as well as for any consequences arising from unauthorised, non-authorised or improper use of the Platform.

4. IMPLEMENTATION AND LAUNCH SERVICES (ONBOARDING)

- 4.1. The Customer acknowledges and agrees that the preparation, quality, accuracy, structuring, entry and integration of data into the Platform are, by their nature, the Customer's obligation and responsibility. Proforio is not required to verify the completeness, correctness, compatibility or compliance with the Platform's technical requirements of the data provided by the Customer. The Customer assumes full responsibility for any errors, data loss, discrepancies or consequences arising from the data submitted by the Customer or the quality thereof.
- 4.2. If the Customer requires assistance with data import, migration, structuring, correction, integration or other implementation work, Proforio may, at its discretion, provide such assistance as a separate paid service. In such cases, the Customer shall provide Proforio with timely access to the necessary data, files, systems and information, and confirms that it has all necessary rights and authorisations to transfer and process the relevant data.
- 4.3. Subject to a separate agreement with the Customer, Proforio may provide Platform implementation, launch and configuration services ("Onboarding Services"), including, but not limited to:
 - (a) data import, migration and structuring;
 - (b) configuration of properties, units, users and Residents on the Platform;
 - (c) initial system setup and customisation;
 - (d) configuration of integrations;
 - (e) consulting, training and technical implementation support;
 - (f) other services related to the implementation of the Platform and preparation for use.
- 4.4. Unless the Parties have agreed otherwise in writing, Onboarding Services are not included in the Subscription fee and are provided for a separate fee. The fee for Onboarding Services may be determined depending on the scope of work, the number of properties, units, users or data volume, implementation complexity, the extent of required customisations, the amount of resources involved or other criteria determined by Proforio. Proforio may apply an hourly rate, fixed implementation fee or individually agreed remuneration model.
- 4.5. Proforio may, at its discretion, in certain cases provide Onboarding Services free of charge, at a discount or as part of a special commercial offer. This does not create any right for the Customer to request equivalent free services in the future.
- 4.6. The Customer is responsible for the timely, complete and accurate provision of information, data, access and other materials necessary for implementation. Proforio is not liable for implementation delays, system incompatibilities, data discrepancies or other errors arising from the Customer's provision of incomplete, inaccurate, late or improperly structured information.

5. TRIAL PERIOD AND SUBSCRIPTIONS

5.1.Free Trial Period

- 5.1.1. New Customers may, after registration, be granted a 30 (thirty) day free Trial Period with access to all or part of the Platform functionalities at Proforio's discretion. Indicating a payment card or other payment method at the time of registration is not mandatory for activation of the Trial Period unless Proforio has specified otherwise.
- 5.1.2. Proforio may at any time change, restrict, revoke or discontinue the Trial Period offer, its duration or the available functionality without prior notice. After the end of the Trial Period, access to the Platform or certain functions thereof may be automatically restricted, suspended or terminated if the Customer has not taken out a paid Subscription or made the required payments.
- 5.1.3. After the end of the Trial Period, Proforio may, at its discretion, grant the Customer a one-time free access extension for an additional period of 30 (thirty) days ("Bonus Period"). The Bonus Period is granted automatically or by decision of Proforio and does not create any rights or legitimate expectations for the Customer to further free access, repeated extensions or an equivalent offer in the future.
- 5.1.4. Proforio may at any time change, restrict or discontinue the granting of the Bonus Period, its duration or the available functionality without prior notice. After the end of the Bonus Period, access to the Platform or certain functionalities thereof may be restricted or fully terminated if the Customer has not purchased a paid Subscription.
- 5.1.5. After the end of the Bonus Period, if the Customer has not taken out or renewed a paid Subscription, Proforio may fully or partially suspend the Customer's access to the Platform and its functionalities, including restricting access to Account Data, documents and other information stored on the Platform.
- 5.1.6. After access is suspended, Proforio may retain the Customer's data for up to 12 (twelve) months from the end of the Subscription or Bonus Period in order to enable the Customer to renew the Subscription and regain access to the Platform. During this period, Proforio is not required to maintain full Platform functionality, data availability, backups or data restoration capabilities.
- 5.1.7. If the Customer does not renew the Subscription within 12 (twelve) months, Proforio has the right, without additional notice, to irreversibly delete or anonymise the Customer's Account Data, documents and other information in accordance with Section 14.11 of this Agreement, and Proforio shall not be liable for any related losses, data loss or other consequences.

5.2.Subscription Terms.

- 5.2.1. The Subscription is taken out for a monthly or annual billing period according to the service plan selected by the Customer. By separate written agreement between the Parties, Proforio may also offer other billing or payment periods, individual tariffs or customised service terms.

- 5.2.2. Current information on available Subscription plans, functionality, prices and billing terms is available at proforio.com/pricing/. Proforio may at any time unilaterally change prices, Subscription content, functionality or billing terms by publishing the relevant changes on the specified website or otherwise informing the Customer. Changes take effect in the next billing period unless laws and regulations provide otherwise.
- 5.2.3. Proforio may at any time review and change Subscription prices, fees, functionality or other commercial terms by informing the Customer of the relevant changes at least 30 (thirty) days before their effective date by publishing information on the Platform or website or by sending a notice to the email address provided by the Customer.
- 5.2.4. Price changes do not apply to Subscription periods for which the Customer has already made full payment before the changes take effect. If the Customer does not agree to the new prices or terms, the Customer has the right to terminate the Subscription by the end of the relevant paid period. Continued use of the Platform after the effective date of the price changes shall be deemed acceptance of the relevant changes by the Customer.

6. PAYMENTS

- 6.1. This Section governs only payments made by the Customer to Proforio for use of the Platform and Services in accordance with the selected Subscription, price list or other commercial terms established between the Parties.
- 6.2. Payments made to the Customer by Residents, lessees, tenants or other third parties (including to a property manager, property administrator or landlord) are not the subject of this Agreement. Proforio is not a party to such payment transactions, a payment initiator, recipient, payment service provider, financial intermediary, electronic money institution or credit institution, and Proforio does not receive, hold, manage or control the relevant funds.
- 6.3. The Platform may provide technical integration or connectivity with Third-Party payment service providers selected by the Customer in order to facilitate payment administration or information exchange; however, all financial relationships, payment execution, transaction terms, commissions, data processing, authorisation, refunds, dispute resolution and other payment-related responsibility remain entirely between the Customer, the Resident and the relevant payment service provider in accordance with the agreements concluded between them and applicable laws and regulations.
- 6.4. Proforio assumes no liability for payment execution, refusals, delays, unauthorised transactions, payment processing errors, unavailability of funds, acts or omissions of payment service providers, or for any losses or disputes arising from the financial relationships of the Customer or Residents with third parties.
- 6.5. The Subscription fee is calculated and applied in advance for the next billing period (month, year or other agreed period), and the Customer is required to make full

payment before the start of the relevant period or within the payment term specified by Proforio. Unless otherwise specified, all payments must be made without deductions, set-offs or reductions.

- 6.6. Access to the Services is activated, renewed or continued only after successful payment authorisation and confirmation. If payment is not received in full or within the specified term, Proforio may, without prior notice, suspend, restrict or terminate the Customer's access to the Platform or certain functionalities thereof until full payment is received. Proforio is not liable for any losses, data unavailability, operational disruptions or other consequences arising from payment delay or unsuccessful processing.
- 6.7. The Subscription fee is determined according to the Subscription plan selected by the Customer, the billing period and the actual scope of use of the Platform. The amount of the fee may be affected by, among other things:
 - (a) the service plan and payment period selected by the Customer;
 - (b) the number of properties, objects, units, users or Residents registered or managed on the Platform;
 - (c) additional functionalities, integrations or services selected by the Customer, including SMS notifications, data storage volume, automation solutions or other add-on services;
 - (d) other usage parameters or individual terms applied by Proforio to the relevant Customer.
- 6.8. The Customer agrees that Proforio has the right to base the calculation of the Subscription fee on data registered on the Platform, system accounting information and actual usage metrics. The Customer must ensure that the information entered on the Platform is accurate and current.
- 6.9. If the Parties separately agree in writing, the Customer may be subject to individual commercial terms, prices or billing arrangements. The current price list, available Subscription plans and fees for additional services are published at proforio.com/pricing/. Proforio may at any time change the price list and fee calculation principles in accordance with the terms of this Agreement.
- 6.10. Payments for Proforio Services are processed by Third-Party payment service providers, including Stripe, Neopay and other relevant payment processing partners. When making a payment, the Customer may be redirected to the environment of the relevant Third-Party service provider or use its technical solutions for payment authorisation and processing.
- 6.11. Proforio does not directly collect, store or process full payment card data, including full card numbers, CVV/CVC codes or other sensitive authentication data, except for information that Third-Party payment service providers make available to Proforio for payment administration, accounting, verification or fraud prevention purposes.
- 6.12. The Customer agrees that payment processing is additionally subject to the terms, privacy policy and other binding conditions of the relevant Third-Party payment service provider. Proforio is not liable for the operation of Third-Party payment services, payment processing errors, refused or unsuccessful payments, security incidents or other disruptions arising outside Proforio's direct control.
- 6.13. If the Customer's payment for the Services is refused, unsuccessful, revoked or not received within the specified term, Proforio may inform the Customer of the non-payment and grant a reasonable period for fulfilment of payment obligations

before fully suspending access to the Platform. Until full payment is received, Proforio may restrict the availability of individual Platform functionalities, suspend the provision of the Services or restrict access to Account Data.

- 6.14. If the Customer fails to make payment within the term specified by Proforio, Proforio may, without additional notice, fully suspend or terminate access to the Platform and apply statutory default interest, debt recovery costs or other payments related to the recovery of the overdue payment, to the extent permitted by laws and regulations. Proforio is not liable for any losses, data unavailability, operational disruptions or other consequences arising from payment delay or suspension of the Services.
- 6.15. If the Customer is a consumer within the meaning of applicable laws and regulations, the relevant consumer protection rules may apply to the purchase of Services and the right of withdrawal. The Customer agrees that where provision of the Services has commenced at the Customer's request before expiry of the withdrawal period, Proforio may request payment for the Services actually provided to the extent permitted by laws and regulations.
- 6.16. In addition to restricting or suspending access to the Platform, Proforio is entitled, for any overdue payment, to calculate default interest payable by the Customer at a rate of 0.5% (zero point five percent) of the overdue payment amount for each overdue calendar day, starting from the first day of payment delay until full payment of the debt. Payment of default interest does not release the Customer from the obligation to fulfil all obligations under this Agreement in full, including payment of the principal amount, other applicable payments, contractual penalties, losses or costs. The Customer waives objections to the proportionality, amount or application of the calculated default interest to the extent permitted by applicable laws and regulations.
- 6.17. Proforio has the right to issue a separate invoice for default interest and other expenses related to debt recovery. The Customer must pay the relevant invoice within 5 (five) business days from the date of its sending or receipt by making payment to the details indicated in the invoice.
- 6.18. In addition to default interest, the Customer undertakes to reimburse Proforio for all expenses related to debt recovery, legal assistance, claims administration or litigation, to the extent permitted by applicable laws and regulations.

7. REFUND POLICY

- 7.1. Proforio may, at its discretion and as a gesture of goodwill, review refund requests submitted by the Customer on an individual basis. Any refund, credit or compensation is granted only in exceptional cases, and Proforio is not obliged to provide a full or partial refund of payments made, except where directly required by applicable laws and regulations.
- 7.2. When reviewing a refund request, Proforio may take into account various circumstances, including, but not limited to, the Customer's actual scope of use of the Platform and Services, the duration of the Subscription period, disruptions in Service availability, possible technical incidents, the Customer's payment history, breaches of the Agreement and other material circumstances.

- 7.3. Proforio's decision on granting a refund, its amount, form and conditions is final and does not create any right or legitimate expectation for the Customer to receive refunds in similar cases in the future. Any refund or credit granted may not be interpreted as an admission of liability by Proforio or an obligation to provide equivalent compensation in the future.
- 7.4. If the availability of the Platform or Services has been materially disrupted solely and exclusively due to Proforio's direct fault and such disruption lasts continuously for more than 24 (twenty-four) consecutive hours or in total exceeds 48 (forty-eight) hours during one calendar month, the Customer may submit a reasoned written request for a proportional reduction of the Subscription fee or for a credit in respect of the period during which the Services were unavailable.
- 7.5. Any fee reduction, credit or refund is calculated proportionally to the actual period of Service unavailability and may not exceed the Subscription fee actually paid by the Customer for the relevant billing period. Proforio may, at its discretion, grant a credit for payment of future Services instead of a refund.
- 7.6. The following are not considered Service unavailability, and Proforio is not liable for:
- (a) scheduled maintenance, updates or technical improvements of which the Customer has been informed in advance or which are necessary for the security and stability of the Platform;
 - (b) disruptions in Third-Party services, infrastructure, hosting, internet or payment systems;
 - (c) force majeure circumstances;
 - (d) acts of the Customer or third parties, configuration errors or improper use of the Platform;
 - (e) short-term or immaterial disruptions that do not materially affect the core functionality of the Platform.
- 7.7. The fee reductions or credits provided for in this Section constitute the Customer's sole remedy in connection with Service unavailability, and Proforio is not liable for indirect losses, loss of profit, data loss or other indirect consequences arising as a result of Service disruptions.

8. GRANT OF LICENCE AND RESTRICTIONS

- 8.1. Subject to the terms and conditions of this Agreement and timely payment of all applicable fees, Proforio grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform solely for the Customer's internal business and real estate management, administration or leasing needs in accordance with the intended purpose of the Platform.
- 8.2. The Customer is not granted any ownership rights to the Platform, its software, source code, object code, design, functionality, documentation or other intellectual property objects, except for the limited rights of use expressly provided for in this Agreement. Proforio retains all rights, title and interest in and to the Platform and its content.
- 8.3. The Customer may not:
- (a) copy, modify, distribute, sell, rent, sublicense or otherwise commercialise the Platform or any part thereof;
 - (b) decompile, reverse engineer, extract the source code of or attempt to obtain

- the technical structure of the Platform;
- (c) use the Platform for unlawful purposes or in a manner that may harm Proforio, the Platform or third parties;
- (d) transfer access to the Platform to third parties, except for the Customer's authorised users within the scope of this Agreement;
- (e) circumvent or attempt to circumvent Platform security, access or usage restrictions.

8.4. Proforio may at any time suspend or revoke the licence granted to the Customer if the Customer breaches this Agreement, applicable laws and regulations or uses the Platform other than for its intended purpose.

8.5. Without Proforio's prior written consent, the Customer may not:

- (a) sublicense, rent, distribute, sell, transfer, delegate, assign or otherwise make available the Platform, access rights or any part thereof to third parties;
- (b) reverse engineer, decompile, disassemble, extract source code from or otherwise attempt to discover the technical structure, algorithms, data structures or operating principles of the Platform, to the extent such restrictions are not prohibited by applicable laws and regulations;
- (c) modify, adapt, translate, imitate, integrate, combine with other software or create derivative works based on the Platform or its parts;
- (d) use the Platform, its functionality, documentation, data or other information related to the Platform for the development, training, testing or commercial analysis of competing products, services or technological solutions;
- (e) use automated tools, robots, scripts, data extraction technologies ("scraping"), indexing solutions or other automated means to obtain data from the Platform or to circumvent the Platform's normal access, authentication or security mechanisms;
- (f) interfere with, overload, endanger or otherwise negatively affect the operation, security, stability or availability of the Platform;
- (g) use the Platform in an unlawful, fraudulent or Agreement-non-compliant manner.

8.6. Any breach of this Section shall be considered a material breach of the Agreement and gives Proforio the right to immediately suspend or terminate the Customer's access to the Platform, without limiting any other rights or remedies of Proforio.

8.7. Proforio may, at its discretion, at any time change, supplement, update, restrict, suspend or discontinue any Platform functionality, module, integration or part of the Services, including for technical, security, commercial or regulatory reasons. If the changes may materially affect the Customer's use of the Platform, Proforio shall, to the extent reasonably possible, inform the Customer of the relevant changes within a reasonable period before they take effect.

8.8. Proforio is not obliged to maintain specific Platform functionalities, versions or integrations unchanged or to ensure their continuous availability. Platform improvements, updates, security patches and functionality changes may be implemented automatically without the Customer's separate consent. Proforio is not liable for any consequences that the Customer may incur as a result of changes to, restrictions on or discontinuation of Platform functionalities, except where directly required by applicable laws and regulations.

9. SMS SERVICE

- 9.1. The SMS notification and communication services available on the Platform are provided by the Third-Party service provider Esteria (SMS Solutions SIA) or other SMS service partners selected by Proforio. By using the SMS functionality, the Customer agrees that the use of the relevant services may also be additionally subject to the terms, technical limitations and applicable telecommunications industry requirements of the particular SMS service provider.
- 9.2. The Customer is fully responsible for the legality, accuracy and compliance with laws and regulations of all SMS notifications, messages and other content that the Customer or its users send, generate or schedule through the Platform. The Customer ensures that it has all necessary legal bases, consents and permissions to send SMS messages to the relevant recipients, including in relation to the sending of commercial communications, advertising or automated communications.
- 9.3. The Customer is prohibited from using the SMS functionality to distribute unsolicited messages (spam), misleading, unlawful, offensive or unauthorised content. The Customer undertakes to comply with applicable electronic communications, advertising and data protection laws and regulations, as well as reasonable communication restrictions. Unless the recipient has given explicit consent otherwise, the Customer ensures that SMS messages are not sent during the period from 20:00 to 08:00 on business days, or on weekends and public holidays.
- 9.4. Proforio ensures that the SMS sending request is transmitted to the systems of the relevant SMS service provider within a reasonable period after receipt of a request initiated by the Customer. Subsequent processing, routing, delivery to the mobile operator and delivery of the SMS message to the end recipient's device depend on Third-Party service providers, telecommunications operators, network availability, the status of the end device and other circumstances beyond Proforio's control. Proforio does not guarantee delivery of SMS messages, delivery time, order or availability and is not liable for delayed, undelivered, blocked or improperly delivered messages.
- 9.5. The costs, tariffs and billing principles of the SMS Service may depend on the destination country of the message, mobile operator, message volume and other technical parameters. Fees for SMS services may be applied for successfully sent or delivered messages according to the pricing model determined by Proforio or the Third-Party service provider. Current information on SMS service prices and application principles is available on the Platform or in Proforio's price list.
- 9.6. Proforio has the right to restrict, suspend or block SMS functionality without prior notice if there is suspicion of unlawful, excessive, fraudulent or Agreement-non-compliant use of the SMS Service, as well as where necessary for security, regulatory compliance or compliance with requirements of Third-Party service providers.

10. SERVICE AVAILABILITY AND TECHNICAL MAINTENANCE

- 10.1. Proforio takes reasonable measures to ensure the availability, security and stable operation of the Platform and Services 24 hours a day, 7 days a week; however, Proforio does not guarantee uninterrupted, timely, fully secure or error-free operation of the Platform. The Customer acknowledges that operation of the Platform may be temporarily disrupted due to technical reasons, scheduled maintenance, security incidents, disruptions in Third-Party Services, internet

network problems, force majeure circumstances or other circumstances beyond Proforio's control.

- 10.2. Proforio has the right to carry out scheduled technical maintenance, security updates, infrastructure modernisation or system improvement work during which the operation of the Platform may be limited or temporarily unavailable. To the extent reasonably possible, Proforio informs the Customer in advance of scheduled material maintenance work that may materially affect Platform availability.
- 10.3. Platform data and infrastructure may be hosted and processed using the server infrastructure of Hetzner Online GmbH in Finland or in other territories of the European Union. Proforio implements reasonable technical and organisational security measures, including backup, data restoration, access control and system monitoring mechanisms, but does not guarantee the complete impossibility of data loss, damage or unauthorised access.
- 10.4. Proforio has the right at any time to make Platform improvements, updates, functionality changes, security patches or other technical adjustments, including changing, restricting or discontinuing individual Platform functions or integrations. Proforio seeks to implement such changes in a manner that minimises impact on the Customer's operations; however, Proforio is not liable for temporary disruptions, incompatibility or the impact of changes on the Customer's processes or Third-Party systems.
- 10.5. Unless the Parties have separately agreed otherwise in writing, Proforio does not provide a guaranteed Service Level Agreement (SLA), a specified uptime percentage, response times or technical support resolution times. Any Platform availability or performance metrics published in informational materials are indicative only and do not create additional legal obligations for Proforio unless expressly set out in a separate SLA or other written agreement document.

11. CUSTOMER OBLIGATIONS AND LIABILITY

- 11.1. The Customer is fully responsible for ensuring that the use of the Platform, the data entered on the Platform, the Customer's activities and the manner of use of the Services comply with all applicable European Union, Republic of Latvia and other applicable laws and regulations, including, but not limited to, personal data protection, GDPR, consumer protection, electronic communications, accounting, tax, anti-money laundering, real estate management, tenancy law and other relevant industry laws and regulations.
- 11.2. The Customer itself and at its own risk ensures the existence of all necessary consents, authorisations, notices, legal bases and internal procedures required for use of the Platform and processing of Personal Data. Proforio does not provide legal, tax or regulatory compliance advice and assumes no responsibility for the compliance of the Customer's activities with laws and regulations or for consequences arising from the Customer's improper use of the Platform.
- 11.3. The Customer undertakes to indemnify Proforio for all losses, expenses, fines, sanctions, claims or third-party claims arising in connection with the Customer's breaches of laws and regulations or improper use of the Platform.
- 11.4. The Customer represents and warrants that it has a valid and sufficient lawful basis for entering, transferring, storing and processing the Personal Data of Residents and other natural persons on the Platform, including, where applicable,

that all necessary consents and authorisations have been obtained and the information required by laws and regulations has been provided to data subjects. The Customer is fully responsible for the legality of Personal Data processing, compliance with the data minimisation principle, data accuracy and fulfilment of other applicable data protection requirements.

- 11.5. The Customer assumes full responsibility for any consequences, claims, complaints, sanctions or losses arising in connection with improper or unlawful processing of Personal Data, and undertakes to indemnify Proforio for all related losses, costs and third-party claims. Proforio is not required to verify the Customer's lawful basis, the existence of consents or the compliance of Personal Data processing with laws and regulations.
- 11.6. The Customer is fully responsible for the accuracy, completeness, currency, truthfulness and legality of all data, information and documents entered, uploaded, generated or otherwise processed on the Platform. The Customer ensures that the information entered on the Platform does not infringe third-party rights, applicable laws and regulations or the terms of this Agreement.
- 11.7. Proforio does not assume any obligation to verify the correctness, completeness or conformity with actual circumstances of the data entered by the Customer, and is not liable for any consequences, errors, losses or third-party claims arising due to inaccurate, incomplete, outdated or misleading data. The Customer assumes full responsibility for any consequences arising from the use of or reliance on information entered on the Platform.
- 11.8. The Customer is prohibited from using the Platform:
 - (a) for any illegal, fraudulent, misleading or bad-faith activities or activities that violate applicable laws and regulations;
 - (b) to infringe the rights of Residents, Proforio or any third parties, including intellectual property, privacy, data protection or other rights;
 - (c) to distribute, store or transmit malware, viruses, harmful code, spam, unauthorised messages or other harmful, unlawful or disruptive content;
 - (d) for unauthorised access attempts, testing the security of the Platform without Proforio's consent, circumventing security mechanisms or unauthorised access to the Platform, other accounts, data, systems or networks;
 - (e) for activities that may interfere with, overload, damage or endanger the operation, security or stability of the Platform, its infrastructure or Third-Party Services;
 - (f) for any use of the Platform in a manner that may harm Proforio's reputation, interests or regulatory compliance.
- 11.9. Proforio may, at its discretion, immediately restrict, suspend or terminate the Customer's access to the Platform if there is suspicion of a breach of this Section, and may also disclose information to competent authorities or third parties for the protection of its rights and interests.
- 11.10. If the Customer requests Proforio to perform actions that the Customer can perform independently on the Platform or that are not considered standard technical support, including, but not limited to, data entry or correction, correction of meter readings, invoice recalculations, document uploads, data import or export, user administration, configuration changes, manual information processing or other

administrative tasks related to the Customer's business activity, Proforio has the right to apply an additional service fee in accordance with the current price list or an individually determined hourly rate.

- 11.11. The Customer agrees that the performance of such requests is not included in the standard Subscription fee or technical support services, and Proforio is not obliged to commence the relevant work before receiving the Customer's confirmation of the applicable fee.
- 11.12. Proforio may, at its discretion, refuse to perform such requests and determine priority, completion deadlines and the necessary scope of work. The Customer must pay the relevant invoices in the manner and within the terms set out in this Agreement.
- 11.13. The Customer is fully responsible for all persons to whom it grants or allows access to the Platform within its account, including employees, cooperation partners, authorised representatives, administrators and other account users. All actions, omissions, data entries, confirmations and other acts related to the use of the Platform by such persons shall be deemed to have been carried out on behalf of and with the authorisation of the Customer.
- 11.14. The Customer ensures that all account users comply with this Agreement, applicable laws and regulations and Proforio's instructions, and ensures appropriate access rights management and security of access credentials. The Customer assumes full responsibility for any losses, security incidents, breaches of laws and regulations or other consequences arising as a result of acts or omissions of its team members or other authorised users.

12. CONFIDENTIALITY

- 12.1. **Information deemed to be a Trade Secret and strictly confidential information** includes any information directly or indirectly related to Proforio, its operations, Services, customers, cooperation partners or technical and commercial solutions, regardless of the form, medium or method of transfer of the information and regardless of whether it is marked as confidential. Trade Secrets include, but are not limited to, the following information:
 - 12.2. Information concerning the provision of services.
 - 12.2.1. the content, specifics, structure, functionality and organisation of the Services provided or planned;
 - 12.2.2. the scope of provision of the Services, objects, managed real estate properties, residential portfolio, commercial portfolio and other information related to the provision of the Services;
 - 12.2.3. any information regarding concluded, planned or discussed contracts, transactions, commercial offers, cooperation models, transaction partners, customers, potential customers, price offers, commercial terms, negotiation content and other terms related to commercial activity;
 - 12.2.4. any documents, data and information related to the Services or objects, including technical documentation, building files, financial data, reports, budgets, prices, pricing principles, cost structure, cooperation models, access passwords, authentication data, codes, minutes of meetings and appointments, data of customers, cooperation partners, suppliers,

subcontractors and service providers, as well as any Personal Data or other protected information;

12.2.5. databases, contact information, data structures, analytical information and any information contained therein relating to customers, Residents, cooperation partners or other persons;

12.2.6. technologies, working methods, processes, algorithms, procedures, know-how, technical and organisational solutions, software, integrations, API solutions, security mechanisms, equipment and technical devices used in providing the Services;

12.2.7. information regarding planned new Services, products, functionalities, development plans, strategy, investments, market analysis and other future development projects;

12.2.8. any other information that Proforio, by its nature, reasonably considers confidential or commercially sensitive and the disclosure of which may cause harm to Proforio, its customers or cooperation partners.

12.3. All of the above information shall be considered strictly confidential regardless of whether it is transferred orally, in writing, electronically or in another form. The Customer may not, without Proforio's prior written consent, use, disclose, copy, reproduce or make such information available to third parties, except to the extent objectively necessary for the performance of this Agreement and permitted by applicable laws and regulations.

12.4. **Information related to technology, innovation and intellectual property.** All information related to the technologies, development, innovations, intellectual property and technical solutions of Proforio or its affiliates, including, but not limited to, the following, shall also be considered a Trade Secret and strictly confidential information:

12.4.1. technological characteristics, architecture, technological processes, methods, algorithms, systems, workflows, infrastructure, devices and technical solutions;

12.4.2. software, source code, object code, scripts, APIs, databases, data structures, integrations, patents, trademarks, designs, copyright works, technological and organisational processes, as well as any existing or planned intellectual property objects;

12.4.3. information about technologies, technical solutions, organisational decisions, system configurations, security mechanisms, infrastructure and any other technical information concerning the operations of Proforio or its affiliates that are used, under development or planned;

12.4.4. know-how, commercial knowledge, methodologies, business processes, scientific-technical, commercial or organisational knowledge that provides or may provide a competitive advantage, including unpatented technological processes, internal methods, work organisation principles and other information not available to the general public;

12.4.5. ideas, concepts, proposals, studies, analyses, strategies and initiatives related to improving financial, economic, technological or customer service processes;

12.4.6. plans, models, drawings, prototypes, specifications, technical and organisational descriptions, test results, documentation, calculations and

other materials related to the development of existing or new products, services or functionalities;

12.4.7. information regarding intellectual property objects created, developed or adapted by Proforio or third parties on Proforio's assignment or in its interests, including the nature, purpose, development process, interim results, final results, planned use and related trademarks or other identification elements of such products;

12.4.8. any other technical, technological, organisational or commercially sensitive information whose disclosure or unauthorised use may harm the interests, competitiveness or reputation of Proforio or its affiliates.

13. INTELLECTUAL PROPERTY

13.1. The Platform, including its software, source code, object code, architecture, databases, algorithms, user interface, design, graphics, visual elements, documentation, functionality, API solutions, know-how, business logic, technological solutions and any other Platform elements or related intellectual property objects, is and remains the exclusive property of Proforio or its licensors, protected by the intellectual property laws of the Republic of Latvia, the European Union and international intellectual property laws. The Customer is not granted any ownership rights or other rights to the Platform, except for the limited rights of use expressly provided for in this Agreement.

13.2. The Customer retains ownership of the Account Data that the Customer, its authorised persons or Residents related to the Customer enter, upload, store or otherwise process on the Platform. The Customer is fully responsible for the content, legality, accuracy and rights of use of the relevant data.

13.3. The Customer grants Proforio a non-exclusive, worldwide, royalty-free licence to process, store, reproduce, structure, technically modify and otherwise use Account Data to the extent necessary to ensure the operation of the Platform, provide the Services, provide technical support, prevent security incidents, comply with legal requirements, create backups, maintain systems and improve the Platform. Proforio has the right to use anonymised and aggregated data for statistics, analytics, machine learning, service development, security improvement and commercial analysis purposes, to the extent such data does not allow a specific Customer or Resident to be directly identified.

13.4. The name "Proforio", domain names, logos, trademarks, design elements and other Proforio identifiers are the exclusive property of Proforio. The Customer may not use, reproduce, publish or otherwise exploit those identifiers without Proforio's prior written consent, except to the extent necessary for use of the Platform in accordance with this Agreement.

13.5. All rights, title and interests in and to the Platform, its improvements, modifications, updates, adaptations, derivative works, technical solutions, functionalities, data structures, user interfaces, documentation and any other intellectual property objects related to the Platform, regardless of the time, manner or author of their development, belong exclusively to Proforio or its licensors. Any suggestions, feedback, ideas, improvement proposals or comments of the Customer regarding the Platform ("Feedback") become the exclusive property of Proforio without additional remuneration to the Customer, and Proforio has the right to use,

modify, commercialise and integrate them into the Platform or other products without restriction and at its discretion.

- 13.6. The Customer undertakes not to contest Proforio's intellectual property rights, not to register or attempt to register any intellectual property objects related to Proforio or the Platform in its own name or in the name of third parties, and not to take any actions that may harm Proforio's intellectual property rights, reputation or commercial interests. Any breach of this Section shall be considered a material breach of the Agreement and gives Proforio the right to immediately terminate the Customer's access to the Platform and claim compensation for all losses incurred in full.

14. PROCESSING OF PERSONAL DATA

- 14.1. Proforio processes Personal Data in accordance with applicable data protection laws and regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), the Personal Data Processing Law and other applicable European Union and Republic of Latvia laws and regulations. This Section sets out the basic principles of Personal Data processing and data protection, as well as the rights, obligations and responsibilities of the Parties with respect to Personal Data processing in connection with the use of the Platform and Services.
- 14.2. The Customer acknowledges and agrees that, with respect to Personal Data of Residents and other third parties entered on the Platform, the Customer generally acts as controller within the meaning of the GDPR, while Proforio acts as processor or sub-processor to the extent necessary to ensure the operation of the Platform and provision of the Services. The Customer is fully responsible for the existence of a lawful basis for Personal Data processing, informing data subjects and fulfilling other controller obligations.
- 14.3. Proforio has the right to process Personal Data to the extent and in the manner necessary for provision of the Services, ensuring security, technical support, compliance with legal requirements, system maintenance and improvement of the Platform in accordance with this Agreement and Proforio's Privacy Policy.
- 14.4. With respect to Personal Data of the Customer, its representatives and account users, including account information, contact information, billing and payment data, authentication information, communication data and other data that Proforio processes for its business, contract performance, security, regulatory compliance and Service administration purposes, Proforio acts as controller within the meaning of Article 4(7) GDPR. Such Personal Data is processed in accordance with Proforio's Privacy Policy and applicable laws and regulations.
- 14.5. With respect to Personal Data of Residents and other third parties that the Customer or its authorised persons enter, upload or otherwise process on the Platform, the Customer acts as controller within the meaning of Article 4(7) GDPR, while Proforio acts as processor within the meaning of Article 4(8) GDPR, processing such Personal Data only on behalf of the Customer, at the Customer's instruction and in accordance with the Customer's documented instructions, to the extent necessary to provide the Platform and Services.
- 14.6. The Customer represents and warrants that it has all necessary lawful bases, consents, authorisations and rights to transfer and process Residents' Personal Data

on the Platform. The Customer is fully responsible for informing data subjects, ensuring the rights of data subjects, the legality of Personal Data processing and fulfilment of other controller obligations under the GDPR.

14.7. The Parties agree that the data processing terms required within the meaning of Article 28 GDPR shall be deemed an integral part of this Agreement unless the Parties have entered into a separate Data Processing Agreement (DPA). Proforio has the right to use Sub-processors in accordance with the terms of this Agreement and Proforio's Privacy Policy.

14.8. To the extent that Proforio processes anonymised, aggregated or technical usage data for its legitimate business, security, analytics, statistics, system improvement or regulatory compliance purposes, Proforio may act as an independent controller in relation to such processing to the extent permitted under applicable laws and regulations.

14.9. **Proforio's Obligations as Data Processor**

14.9.1. Proforio processes the Personal Data of Residents and other third parties only on behalf of the Customer, in accordance with the Customer's documented instructions and only to the extent objectively necessary to ensure the operation of the Platform, provide the Services, provide technical support, ensure security, create backups, prevent incidents and perform other activities related to performance of the Agreement, unless other processing is provided for by applicable laws and regulations.

14.9.2. Proforio implements and maintains reasonable and appropriate technical and organisational security measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or other unauthorised processing, taking into account the state of the art, implementation costs, and the nature, scope, context and purposes of processing.

14.9.3. If Proforio identifies a Personal Data breach that may pose a risk to the rights and freedoms of natural persons, Proforio shall inform the Customer of such incident without undue delay after Proforio becomes aware of it and shall provide available information to the extent reasonably possible in the relevant circumstances.

14.9.4. To the extent reasonably possible and proportionate, Proforio provides support to the Customer in fulfilling the Customer's obligations under the GDPR in relation to data subject requests and exercise of rights, including rights of access, rectification, erasure, restriction of processing, data portability and objection. Proforio has the right to request remuneration for additional work or resources required to fulfil such requests if this exceeds the limits of reasonable technical support.

14.9.5. Proforio does not disclose Personal Data of the Customer or Residents to third parties, except:
(a) to the extent necessary to provide the Services or ensure the operation of the Platform, including by using Sub-processors;
(b) where required by applicable laws and regulations, a court ruling or a competent public authority;
(c) where necessary to protect Proforio's rights, security, property or legitimate interests;

(d) in other cases with the Customer's prior consent or on the basis of the Customer's instruction.

- 14.9.6. The Customer acknowledges and agrees that Proforio is not responsible for the legality of Personal Data processing by the Customer, the content of the Customer's instructions or the data entry selected by the Customer on the Platform, and Proforio is not obliged to legally assess the compliance of the Customer's instructions with laws and regulations.

14.10. **Sub-processors**

- 14.10.1. The Customer agrees that Proforio has the right to use Sub-processors for the provision of the Services, ensuring the operation of the Platform, technical support, data storage, communications, payment processing, security and performance of other functions related to the Services. Sub-processors used by Proforio may include, among others:
- (a) Hetzner Online GmbH – server infrastructure and data hosting (Finland, European Union);
 - (b) SMS Solutions SIA (Esteria) – SMS notification and communication services;
 - (c) Stripe and Neopay – payment processing and billing services;
 - (d) Brevo – email communication and notification services;
 - (e) other technology, infrastructure, analytics, authentication, customer support or related service providers used by Proforio to provide the Services.
- 14.10.2. Proforio may at any time add, replace or change Sub-processors to the extent necessary to provide the Services or ensure operation of the Platform. If the changes materially affect Personal Data processing, Proforio shall, to the extent reasonably possible, inform the Customer in advance of material changes in the composition of Sub-processors.
- 14.10.3. The Customer agrees that Sub-processors may process Personal Data outside the Customer's country to the extent such processing takes place in the European Union or another jurisdiction that ensures an adequate level of data protection in accordance with the GDPR. If Personal Data is transferred outside the European Economic Area, Proforio ensures appropriate data transfer mechanisms in accordance with applicable laws and regulations.

14.11. **Data Retention and Deletion**

- 14.11.1. Proforio stores Account Data and other information entered on the Platform for as long as the Customer has an active Subscription or another legal basis for using the Services, and for up to 12 (twelve) months after account deactivation, suspension or the end of the Subscription, in order to enable the Customer to restore the Services, export data or fulfil obligations established by laws and regulations.
- 14.11.2. If the Customer requests account deletion, Proforio may apply a withdrawal or security period of up to 30 (thirty) days during which account restoration may still be possible. After expiry of that period, Proforio has the right to irreversibly delete or anonymise Account Data to the extent permitted or required by applicable laws and regulations.

- 14.11.3. If the Customer has not made an authorised login to the Platform or otherwise used the Services for more than 12 (twelve) months, Proforio may send a warning notice to the email address provided by the Customer. If no activity is detected or no Customer request to retain the account is received within 30 (thirty) days after the notice is sent, Proforio may delete the account and related data without additional notice.
- 14.11.4. The Customer may request the export, correction or deletion of certain Personal Data by contacting Proforio by email at info@proforio.com. Proforio has the right to request additional identity or authorisation verification before fulfilling such requests.
- 14.11.5. Notwithstanding the retention periods set out above, Proforio has the right to retain data, documents and information necessary to comply with legal requirements, protect legal claims, resolve disputes, maintain accounting records, investigate security incidents or safeguard legitimate interests. Information on transactions between Proforio and the Customer, including invoices, payment confirmations, accounting documents and related information, is retained for the periods required by applicable Republic of Latvia laws and regulations, including the Accounting Law and laws and regulations governing taxation, but for not less than 5 (five) years from the relevant transaction or end of the legal relationship.
- 14.11.6. Proforio is not liable for data loss after expiry of the retention periods set out in this Section, and the Customer is responsible for timely exporting necessary data or creating backups before account deactivation or deletion.

15. ARTIFICIAL INTELLIGENCE TOOLS AND USE

15.1. General Terms

- 15.1.1. The Platform may include artificial intelligence, machine learning or automated data processing functionality (“AI Assistant”), which may provide the Customer with recommendations related to real estate management, text generation, data analysis, automated summaries, communication preparation, classification, forecasts or other informational and technical support. The AI Assistant is an auxiliary tool whose use is at the Customer’s sole discretion and which does not replace professional legal, financial, tax, accounting or other specialist advice.
- 15.1.2. The AI Assistant is intended for use only within the Proforio Platform and only for purposes directly related to Platform functionality, real estate management and the Customer’s activities on the Platform. The Customer may not use the AI Assistant for unlawful purposes, development of competing solutions, automated data extraction, creation of misleading content or other activities that do not comply with this Agreement or applicable laws and regulations.
- 15.1.3. AI Assistant functionality may be provided by one or more Third-Party artificial intelligence service providers, cloud service providers or

technology partners. The current list of Sub-processors and service providers used is available at proforio.com/legal/sub-processors/. Proforio may at any time change, add or replace AI service providers, models or technologies.

15.2. Token Limit

- 15.2.1. Use of the AI Assistant may be limited by a monthly token, request, processing volume or other usage limit (“Token Limit”), determined depending on the Customer’s selected Subscription plan, properties, units, users or other Platform usage parameters. Current information on Token Limits and AI functionality availability is published at proforio.com/pricing/.
- 15.2.2. The Token Limit is renewed at the beginning of each billing period unless the Parties have agreed otherwise. Unused tokens or limits are not carried over to the next period and have no monetary value.
- 15.2.3. Upon reaching the Token Limit, Proforio has the right to automatically restrict, suspend or reduce AI Assistant functionality until the beginning of the next billing period or until an additional limit is purchased. Proforio may, at its discretion, provide notifications regarding the approach or exceeding of the limit; however, Proforio is not liable for the absence or delay of such notifications.
- 15.2.4. By separate written agreement between the Parties, the Customer may be assigned individual limits, additional volumes, special tariffs or different terms for the use of AI functionality.

15.3. Responsibility for AI-Generated Content

- 15.3.1. Content, recommendations, calculations, classifications, analysis, automatically generated texts or other types of outputs generated by the AI Assistant are automated and statistically generated outputs that may contain inaccuracies, errors, outdated information, omissions or discrepancies with actual circumstances. The Customer is fully responsible for checking, evaluating and using all AI Assistant outputs before making any decisions or taking any actions.
- 15.3.2. Proforio provides no warranties regarding the accuracy, completeness, continuity, quality, compliance with laws and regulations or fitness for a particular purpose of AI Assistant outputs. Content generated by the AI Assistant shall not be considered legal, financial, accounting, tax, investment or professional advice.
- 15.3.3. The Customer may not rely on content generated by the AI Assistant as the sole basis for making legal, financial, accounting, commercial or other significant decisions. All responsibility for use of the AI Assistant and decisions made on the basis thereof rests with the Customer.
- 15.3.4. If functionality is introduced on the Platform in the future that enables the AI Assistant to perform automated or semi-automated actions on the Platform, including data entry, document preparation, classification or other actions on behalf of the Customer, Proforio shall inform the Customer of the relevant functionality and the terms of its use. The

Customer retains full responsibility for supervision and results of such actions.

- 15.3.5. The Customer is fully responsible for checking, evaluating, interpreting and using any output, recommendation, analysis or content generated by the AI Assistant, as well as for all decisions and actions made or taken on the basis of AI Assistant outputs.

15.4. Data and Confidentiality

- 15.4.1. To enable operation of the AI Assistant, Proforio may process and transfer to AI service providers technical, anonymised, pseudonymised or aggregated data to the extent necessary for the operation, security, quality improvement or technical maintenance of AI functionality. Proforio does not knowingly transfer Personal Data of the Customer or Residents to AI service providers in identifiable form, except where the Customer itself enters such data in AI Assistant prompts or where it is objectively necessary for performance of the specific functionality.
- 15.4.2. The Customer is fully responsible for the content and scope of data, documents and information entered into the AI Assistant. The Customer undertakes not to enter sensitive Personal Data, special category data, payment card data, authentication information or other sensitive information to an extent that is not objectively necessary for performance of the specific task.
- 15.4.3. AI Assistant conversation history, requests, instructions and documents entered by the Customer, and AI-generated responses, may be stored on the Platform, in audit logs or technical systems, and are subject to the data retention, confidentiality and data protection provisions of this Agreement.
- 15.4.4. Proforio has the right to use anonymised or aggregated AI usage data for system improvement, security, quality control, statistics, analytics, improvement of machine learning models and Service development purposes, to the extent such data does not allow a specific Customer or Resident to be directly identified.

16. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 16.1. The Platform, Services, all software, content and related functionality are provided “as is” and “as available” to the extent permitted by applicable laws and regulations. Proforio provides no express, implied, contractual or statutory warranties, including warranties regarding uninterrupted availability, security, accuracy, absence of errors, fitness for a particular purpose, merchantability or conformity to the Customer’s needs of the Platform.
- 16.2. To the extent permitted by applicable laws and regulations, Proforio’s total and maximum liability for any claims, losses or demands arising from or related to this Agreement, the Platform or use of the Services shall not exceed the total amount actually paid by the Customer to Proforio for the Services during the 12 (twelve) month period preceding the occurrence of the relevant claim. If the Customer has not made any payment, Proforio’s liability shall be limited to EUR 100 (one hundred euros).

- 16.3. In no event shall Proforio be liable for indirect, incidental, special, consequential or punitive damages, including lost profits, reduction of revenue, business interruption, data loss, reputational harm, loss of benefit, replacement costs or other indirect consequences, even if Proforio has been informed of the possibility of such damages.
- 16.4. Proforio is not liable for any losses, claims or other consequences arising from:
- (a) disruptions, unavailability or errors in Third-Party Services, infrastructure, hosting, payment systems, telecommunications operators or other external services;
 - (b) inaccuracies, incompleteness, unlawfulness or inconsistency with actual circumstances of data entered by the Customer or its users;
 - (c) unauthorised access, compromise of the Customer's access credentials, cybersecurity incidents or insufficient security measures of the Customer;
 - (d) unlawful, improper or Agreement-non-compliant use of the Platform by the Customer;
 - (e) force majeure circumstances, internet disruptions, power outages, cyberattacks, actions of public authorities or other circumstances beyond Proforio's control;
 - (f) Platform changes, functionality restrictions, updates or discontinuation of Services.
- 16.5. The Customer undertakes to defend, indemnify and hold harmless Proforio, its officers, employees, cooperation partners and Sub-processors from any claims, losses, sanctions, fines, expenses or third-party claims arising in connection with:
- (a) breaches of laws and regulations or this Agreement by the Customer or its users;
 - (b) unlawful processing of Personal Data;
 - (c) unlawfulness of the data or content entered by the Customer;
 - (d) acts or omissions of the Customer during use of the Platform.
- 16.6. The disclaimers of warranties and limitations of liability set out in this Section apply to the maximum extent permitted by applicable laws and regulations and remain in force after termination of the Agreement.
- 16.7. The limitations of liability provided for in this Agreement do not apply where losses have arisen as a result of Proforio's intentional conduct or gross negligence, or in other cases where applicable laws and regulations do not permit such limitation or exclusion of liability.

17. INDEMNIFICATION (COMPENSATION FOR LOSSES)

- 17.1. Upon Proforio's first request, the Customer undertakes to defend, indemnify and hold harmless Proforio, its officers, employees, board members, owners, authorised persons, cooperation partners, Sub-processors and related persons in full from any losses, claims, demands, complaints, sanctions, fines, administrative costs, litigation expenses, legal assistance costs and other direct or indirect expenses incurred or related to:
- (a) malicious, unlawful, negligent or Agreement-non-compliant use of the Platform by the Customer, its users, employees or authorised persons;
 - (b) breach of this Agreement, applicable laws and regulations, data protection requirements or third-party rights;

- (c) unlawfulness, inaccuracy or inconsistency with actual circumstances of the data, documents or content entered by the Customer;
 - (d) claims or demands of third parties, including Residents, customers, cooperation partners or public authorities, arising from the Customer's acts, omissions or use of the Platform;
 - (e) insufficient consents, authorisations or absence of a lawful basis of the Customer for Personal Data processing or communication with third parties;
 - (f) any disputes between the Customer and Residents, lessees, tenants, cooperation partners or other third parties.
- 17.2. Proforio has the right, at its discretion, to assume the defence of any claim, dispute or litigation that may create an obligation of the Customer to indemnify losses under this Section, and the Customer must fully cooperate with Proforio in providing such defence.
- 17.3. The Customer's obligation to indemnify losses applies regardless of whether the relevant claim is well-founded and remains in force after termination of this Agreement or discontinuation of use of the Platform.

18. AMENDMENTS

- 18.1. Proforio may at any time unilaterally amend, supplement or update this Agreement, Platform terms of use, price list, Service descriptions, Privacy Policy or other terms related to use of the Platform, including due to changes in laws and regulations, security requirements, technological improvements, commercial considerations or Service development. Proforio shall inform the Customer of material amendments at least 30 (thirty) days before they take effect by sending a notice to the email address provided by the Customer, publishing information on the Platform or using other electronic communication means.
- 18.2. If the Customer continues to use the Platform or Services or maintains an active Subscription after the effective date of the amendments, the Customer shall be deemed to have familiarised itself with and fully accepted the relevant amendments.
- 18.3. If the Customer does not agree to material amendments to the Agreement, the Customer has the right to terminate the Subscription and discontinue use of the Platform before the effective date of the relevant amendments by submitting written notice to Proforio. In such case, Proforio may, at its discretion, grant a proportional credit or refund for the unused and prepaid Subscription period, except where the amendments are necessary to comply with legal requirements, for security reasons or do not have a material adverse effect on the Customer's rights or use of the Services.
- 18.4. Proforio has the right, without prior notice, to make immaterial editorial, technical, legal or administrative amendments that do not change the Customer's material rights or obligations. Such amendments take effect upon their publication on the Platform or on another date specified by Proforio.

19. TERM AND TERMINATION OF THE AGREEMENT

- 19.1. This Agreement enters into force when the Customer first accesses the Platform, creates an account, uses the Services or otherwise electronically confirms

consent to the terms of this Agreement, whichever occurs first, and remains in force until terminated in accordance with the terms of this Agreement.

- 19.2. The Customer may at any time discontinue use of the Platform, terminate the Subscription or request deletion of the account in accordance with the procedure indicated on the Platform or by Proforio. Termination of the Agreement does not release the Customer from the obligation to pay all fees, liabilities or other payments accrued up to the moment of termination. Unless otherwise provided in this Agreement or applicable laws and regulations, Subscription fees already paid are not refunded.
- 19.3. Proforio may, at its discretion, immediately, with or without prior notice, suspend, restrict or fully terminate the Customer's access to the Platform, delete the account or discontinue provision of the Services if:
- (a) the Customer breaches this Agreement, applicable laws and regulations or the terms of Third-Party Services;
 - (b) the Customer's actions, omissions or use of the Platform create or may create a risk to the security, stability or reputation of the Platform or the rights and interests of other users;
 - (c) the Customer provides false, misleading or unlawful information;
 - (d) the Customer fails to make payments within the specified terms;
 - (e) there is suspicion of fraudulent, unlawful or malicious activities;
 - (f) this is required by laws and regulations, a competent authority or a Third-Party service provider.
- 19.4. After termination of the Agreement or cessation of access to the Platform, the Customer's right to use the Platform terminates immediately. Proforio may restrict or deny access to Account Data, documents and other information stored on the Platform. Storage, export, deletion or anonymisation of data after termination of the Agreement is carried out in accordance with Section 14.11 of this Agreement, its subsections and applicable laws and regulations.
- 19.5. Termination of the Agreement does not affect the rights and obligations of the Parties that by their nature are intended to remain in force after termination of the Agreement, including provisions on confidentiality, data protection, intellectual property, limitation of liability, indemnification of losses, dispute resolution, payment obligations and other provisions that by their nature apply after termination of the legal relationship.
- 19.6. Proforio has the right immediately, without prior notice, to suspend or terminate the Customer's access to the Platform and unilaterally terminate this Agreement if:
- (a) insolvency proceedings, legal protection proceedings, out-of-court legal protection proceedings, liquidation or another similar process has been declared in respect of the Customer;
 - (b) the Customer has become insolvent, is unable to fulfil its payment obligations or has materially delayed payments to Proforio or third parties;
 - (c) termination of the Customer's activities, reorganisation or enforcement has been initiated, which may affect the Customer's ability to fulfil obligations under this Agreement;
 - (d) the Customer, its beneficial owner, officer, representative or a person related to the Customer is included in international, European Union, United Nations, OFAC or Republic of Latvia sanctions lists, or the Customer is subject to sanctions, export control or anti-money laundering restrictions;

(e) Proforio reasonably believes that continued cooperation with the Customer may create a risk of breach of laws and regulations, reputational, financial or security risk to Proforio or its cooperation partners.

- 19.7. In such cases, Proforio may immediately restrict access to the Platform, suspend provision of the Services, block access to Account Data, refuse execution of transactions or delete the Customer's account to the extent permitted by applicable laws and regulations. Proforio is not liable for any losses or consequences incurred by the Customer or third parties as a result of such suspension or termination of the Agreement.

20. GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1. This Agreement, its validity, interpretation, performance and any related legal relationships are governed by and interpreted in accordance with the laws and regulations of the Republic of Latvia, without giving effect to conflict-of-law principles. To the extent permitted by applicable laws and regulations, the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.
- 20.2. If this Agreement is available to the Customer in several languages, the legally controlling version shall be the version of the Agreement in the language that Proforio has indicated as primary for the relevant Customer or jurisdiction. If the Customer is located in Latvia or the European Union, the Latvian language version of the Agreement shall prevail unless Proforio has specified otherwise. With respect to international Customers or Customers outside the European Union, Proforio has the right to designate the English language version as legally controlling.
- 20.3. Any disputes, disagreements or claims arising from or related to this Agreement, including regarding its validity, breach, termination or interpretation, shall first be attempted by the Parties to be resolved through mutual negotiations. The Party asserting a claim shall send written notice to the other Party, and the Parties shall attempt to resolve the dispute within 30 (thirty) days from receipt of such notice.
- 20.4. If the dispute cannot be resolved through negotiations, it shall be submitted to the courts of the Republic of Latvia according to the jurisdiction of Proforio's legal address, to the extent applicable laws and regulations do not require another mandatory jurisdiction or venue.
- 20.5. If the Customer is a consumer within the meaning of European Union laws and regulations, the Customer may additionally have the right to contact the competent authorities of their country of residence or use out-of-court dispute resolution mechanisms in accordance with applicable consumer protection laws and regulations. Information on dispute resolution in the European Union is available on the EU online dispute resolution platform and at the Consumer Rights Protection Centre.
- 20.6. Nothing in this Agreement limits Proforio's right to apply to competent courts or authorities in any jurisdiction to protect its intellectual property rights, trade secrets, confidential information, recover debts or prevent possible harm to Proforio's interests.

21. GENERAL TERMS

- 21.1. This Agreement, together with the Privacy Policy, Data Processing Agreement (DPA), price list, terms published on the Platform and other documents referenced in this Agreement, constitutes the complete and final agreement between the Parties with respect to use of the Platform and Services and supersedes all prior oral, written or electronic agreements, negotiations, representations or understandings between the Parties regarding the relevant subject matter.
- 21.2. If any provision of this Agreement is found to be invalid, unlawful or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of the Agreement. In such case, the relevant provision shall be interpreted or replaced to the extent necessary to preserve its original economic and legal purpose to the maximum extent possible.
- 21.3. Proforio has the right to fully or partially transfer, assign, delegate or otherwise convey its rights and obligations under this Agreement to any third party, including in the event of reorganisation, business transfer, merger, acquisition or transfer of business, by informing the Customer within a reasonable period if required by applicable laws and regulations. The Customer may not transfer, assign or otherwise dispose of its rights or obligations under this Agreement without Proforio's prior written consent.
- 21.4. Proforio and the Customer are independent contracting parties. Nothing in this Agreement shall be interpreted as establishing a partnership, joint venture, representation, agency, employment relationship or fiduciary relationship between the Parties. Neither Party has the right to assume obligations on behalf of the other Party without the relevant written authorisation.
- 21.5. This Agreement may be concluded, approved and performed in electronic form. The Customer's electronic consent, including ticking a checkbox, clicking a button, account registration, authentication or continued use of the Platform, shall be considered legally binding consent to the terms of this Agreement and shall have the same legal effect as a handwritten signature.
- 21.6. All communications, notices, claims and legally significant information related to this Agreement shall be sent electronically or in writing to the contact addresses indicated by the Parties. Proforio contact information: SIA "Proforio", Imantas 4th Line 9, Riga, LV-1083, Latvia; email: info@proforio.com. The Customer is responsible for maintaining current contact information on the Platform.
- 21.7. Failure or delay by Proforio in exercising any right or remedy in a particular case shall not be considered a waiver of the relevant rights or claims in the future. Any waiver of rights is effective only if made in writing.
- 21.8. The Customer agrees that Proforio has the right to use electronic system records, audit data, technical logs and other electronic evidence to evidence the Customer's actions, consents, payments, authorisation and other activities related to use of the Platform.

CONTACT INFORMATION AND COMPLAINTS

Please address any questions regarding this Agreement to:

SIA Proforio | Imantas 4th Line 9, Riga, LV-1083, Latvia

Email: legal@proforio.com | Phone: +371 25457111

Data protection matters: legal@proforio.com

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