

Terms of Use

Last update: 25 May 2025

These Terms of Use, which is a public offer, and the appropriate documentation relating to your use of this website <https://www.traffic-squad.com/> (hereinafter referred to as the "Website") create a legally binding agreement (hereinafter referred to as the "Terms") between you (hereafter referred to as "you", "user") and **TRAFFIC SQUAD LTD**, a company duly incorporated and existing under the laws of Cyprus, registration number HE 458761, with principal address at: 81, Griva Digeni, Marinos Court, 3 rd Floor, Office 301, 6043 Larnaca, Cyprus (hereinafter referred to as the "Company", "we", "us" and "our"), each a "Party" and together the "Parties", regarding your use of the the functionality available on the Website (hereinafter referred to as the "Services").

Please read and review these Terms carefully before accessing or using the Website of the Company.

BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT (A) YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) YOU ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM; (C) YOU HAVE LAWFULLY ENTERED INTO THIS AGREEMENT AND ARE LEGALLY AUTHORISED TO DO SO. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR ANY OF OUR SERVICES.

You are reading these Terms because you are using the Website, digital experience which are part of the Company's Services. You may access the Services and the Website through a computer, mobile phone, tablet, console or other technology (hereinafter referred to as the "Device").

Acceptance of these Terms. Your acceptance of these Terms occurs when you start using our Website and the Services. Acceptance is also implied when you perform any conclusive actions aimed at obtaining the Services provided by the Company on the Website, which may include but not be limited to:

- continuing to use and not leaving the Website after reading the Terms;
- clicking on any web pages, hyperlinks of the Website;
- using "Contact us" form;
- requesting demonstration or trial, demo version of the products;
- indicating your email for a feedback;
- any other interaction with the Website.

Changes to our Terms. We may update these Terms from time to time. If a material change is made, we may post a notice on the Website or send you a notification. Please read through any changes, and if you don't agree to them, please stop using the Website. If you continue to use our Website after we notify you of changes, you will be deemed to have accepted the updated Terms, except to the extent prohibited by applicable law. We suggest you review the Terms occasionally to see if any changes were made.

1. General

We hope you enjoy and get the full benefit of the Website, however, we cannot guarantee any results.

The services, the Content, materials and products in our Website are provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy of the Services, or otherwise.

The Company does not represent or warrant that the Website or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of the Website, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

The Website may not be accessed for purposes of monitoring availability, performance or functionality, or for any other benchmarking, developing or enhancements purposes, and it does not constitute a breach of the Terms.

The Company does not warrant that the Website will be uninterrupted or error-free, that any defects will be corrected, or that the Website is free from viruses or anything else harmful. To the maximum extent permitted by applicable law, the Company disclaims all warranties, express or implied, with respect to the Website and the Services, the Content and any products or services that you may obtain or access through the Website.

Under no circumstances will we be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of our Website regardless of the form of action.

We are not responsible for the content or actions of third parties, and you release us, our directors, officers, employees and agents from any claims and damages, known and unknown, in any way related to or arising out of any claims you may have against any third parties. No advice or information received by you from us or through or in connection with our Website, whether orally or in writing, shall guarantee or warrant anything unless expressly and specifically stated in these Terms of Use.

2. Content Ownership

All content on our Website, including text, software, scripts, code, design, graphics, photographs, sounds, applications, interactive features, articles, news, animations, general illustrations, and other content (the "Content") is owned by the Company or other persons and entities from whom we licence Content and is protected by copyright, trademark, patent and other laws. The Company reserves all rights not expressly granted in these Terms.

All trademarks and trade names are owned, registered and/or licensed by the Company. You do not acquire a licence or any ownership rights to any trademarks, service marks or trade names by accessing or using the Website or the Content.

You agree not to alter or remove any proprietary notices from materials downloaded or printed from the Website.

To the extent that the Company approves the uploading or use of the Content consisting of copyrighted works or works of authorship, the Company grants you a limited, personal, non-transferable, non-sublicensable and revocable license to access and use such copyrighted works or works of authorship solely for their intended purpose, and only as long as such Content is publicly available unless otherwise stated. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), and all such Content is for personal, non-commercial use. We reserve the right to monitor your use and change or revoke this licence or your access to the Content at any time and for any reason. We reserve the right to remove any Content that violates these Terms or the Company's intellectual property rights. We allow you such limited use, but this does not constitute a waiver of any rights to the Content by the Company.

In addition to the specific use rights granted to you by the Company in connection with the Website, you agree not to use, copy, edit, translate, display, distribute, upload, transmit, sell, create derivative works from, or in any way exploit any Content without our prior written consent. Unauthorised use of the Content may constitute a violation of copyright, trademark or other intellectual property laws and may result in criminal or civil charges and sanctions.

3. Privacy Statement

Your use of our Website and use of the Company's Services in terms of the processing and protection of personal data is further governed by the Company's Privacy Policy on the Website.

We do our best to protect all personal data of our customers and the Website users and obviously try to comply with all local data protection laws to the extent that they are applicable to us.

As a rule, we do not collect personal data when you simply visit our Website (without registration) unless you give us consent or choose to provide us with some information about yourself. Providing personal data through the Website is voluntary. However, failure to provide certain personal data may result in the Company being unable to provide you with the desired service or access to all functionality of the Website.

All of our Services, available upon registration and provision of certain personal data, are governed by the Privacy Policy regarding the processing and protection of personal data. We inform you that when using such Services and the Website and submitting personal data to us, you must read and agree to the Privacy Policy.

We inform you that in case of a transfer of personal data to us, the Company becomes a “Data Controller” for the purposes of the General Data Protection Regulation (GDPR) and any other applicable data protection law when we control the methods of collecting and identify the purposes for which such data will be used.

Please note that the Privacy Policy may be updated from time to time, including as required by applicable law. We suggest you review the Privacy Policy occasionally to see if any changes were made.

4. Permissions You Give Us

Through your use of the Website and the Services, you may provide personal data, consent forms, agreements, requests, ideas, suggestions, information, data, files, images or other materials to us (the “User Information”).

By using the Website and the Services, you agree that the Company may collect and use the User Information as well as some technical data on the use of the Website and the Services to improve them, make timely software updates, support products and other services which can be useful for users.

You grant the Company a non-exclusive, royalty-free, irrevocable, worldwide, perpetual licence to collect, use, and process such User Information as well as technical data on the use of the Website and the Services to provide and support the Website and the Services and improve our products and offers to the extent permitted by applicable law.

Notwithstanding all of the above, you grant the Company a non-exclusive, royalty-free, irrevocable, worldwide, perpetual licence to place your name, commercial name, brands and logos in the “Our clients” section of the Website.

Company may depersonalise the User Information during processing in such a way that it is no longer considered as personal data. We may disclose, aggregate, sell or otherwise use such depersonalised information with third parties for analytics, research or other purposes.

5. Acceptable Use

You agree not to (i) access or use the Website and the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, User Information or information (including, without limitation, advice, comments and recommendations) (collectively the “Information”) which is (1) libellous, defamatory, obscene, fraudulent, false, harassing, pornographic, harmful, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate any application, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Website and the Services; (v) use robots or scripts with application; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by the Website and the Services; (vii) have any software running that is set to override the internet

browser's cookies setting; (viii) incorrectly identify the sender of any message transmitted via the Website and the Services; (viii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; or (ix) use or reference any application for benchmarking or to create any similar or competitive product; (x) make the Website and the Services available to anyone other than you, or use the Website and the Services for the benefit of anyone other than you, unless expressly stated otherwise in the Terms; (xi) sell, resell, licence, sublicense, distribute, make available, rent or lease the Website and the Services including, but not limited to in a service bureau or outsourcing offering, without the Company's prior written consent; (xii) use the Website and the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.

You may not alter the attribution or origin of electronic mail, messages, or posting; or infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity or privacy rights of any party, including such rights of third parties.

6. Indemnification

You agree to defend, indemnify, and hold harmless the Company and any our affiliates and their respective trustees, directors, medical staff, employees, contractors, agents, successors and assigns from and against any and all rights, demands, losses, liabilities, damages, claims, causes of action, actions, and suits (no matter whether at law or equity), fees, costs, and attorney's fees of any kind whatsoever arising directly or indirectly out of or in connection with: (i) your use or misuse of the Website and the Services, or any other information posted on the Website and the Services; (ii) your breach of these Terms and/or the Privacy Policy; (iii) the content or subject matter of any user Information you provide to the Company; (iv) any negligent or wrongful act or omission by you in your use or misuse of the Website or any Information on the Website; (v) or any User Information that you upload to or transmit through the Website, including without limitation, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct.

To the extent required by these Terms, the Company will investigate, defend, settle, and discharge any third-party claims, judgments or causes of action that allege that the Website and the Services infringe: (a) any patents; (b) copyrights; (c) trade secrets; or (d) other intellectual property rights of any third party. Should the Website and the Services become the subject of an infringement claim, the Company may, at its sole discretion, replace, substitute, or terminate your use of the software that is the subject to such claim. The Company will have no obligation for any infringement claim that results from your alteration or modification of the Website in a manner not expressly permitted by these Terms, or use of the Website for any purpose other than for which it is intended.

7. Services Partners

You agree that the Company may provide the Services to you through various service providers and contractors to assist us in providing you with our Services.

From time to time, the Company may link to or partner with third-party websites, social media platforms, mobile apps, and other products and services (the "Third Parties"). You may be able to connect with these Third Parties through the Services, but this does not mean the Company endorses, monitors or has any control over these Third Parties or their activities, which are subject to separate terms of use. You should carefully review any Third Party's sites, their terms of use and privacy policy.

The Company is not responsible for the content, policies or activities of Third Parties and you take full responsibility for your interactions with Third Parties.

8. Claims of Copyright Infringement

The Company respects the intellectual property rights of others and expects its users to do the same. We will respond promptly to notices of alleged infringement. If you are a copyright owner, or are authorised to act on

behalf of one, or authorised to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Website and the Services by sending us a notice (the "Notice") in compliance with the following requirements:

- Identify the copyrighted works that you claim have been infringed;
- Identify the material you claim is infringing (or to be the subject of infringing activity) and access to which is to be disabled, including at a minimum, if applicable, a description of where such material may be found on the Website and the Services;
- Provide your mailing address, telephone number, and, if available, email address;
- Include both of the following statements in the body of the Notice:
 - o "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorised by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - o "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorised to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."; and
- Provide your full legal name and your electronic or physical signature.

9. Right to Assign, Waivers, Severability

The Company may assign its rights and duties under these Terms to any party at any time without notice to you, unless notice to you is required by applicable law, but this will not affect your rights or our obligations under these Terms.

The Company's failure to insist upon or enforce strict performance of these Terms is not a waiver of any of these Terms or the Company's rights. Users should always assume these Terms apply.

If any provision in these Terms is held invalid or unenforceable, the remainder of these Terms shall continue to be enforceable.

No failure or delay by the Company in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms.

10. Choice of Law

The terms and the provision of the Website and the Services and the relationship between you and Company under the Terms are governed by the laws of Cyprus. Any disputes arising out of these Terms shall be resolved through negotiations of the Parties within 60 (sixty) calendar days after one of the Parties has notified other Party of the matter of the dispute(s) and initiated negotiations. In case such dispute(s) cannot be resolved by negotiations, any disputes arising out of or in connection with these Terms, including any question(s) regarding its existence, validity or termination, shall be referred to and finally settled in the courts of the Republic of Cyprus and you irrevocably agree to submit to the exclusive jurisdiction of the courts of the Republic of Cyprus.

11. Termination

We reserve the right to terminate access to the Website and the Services with immediate effect if you commit a breach of any of the terms under these Terms.