



# TERMS OF SERVICE

**Effective from** : May 1, 2026

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These Terms are supplemented by the Privacy Policy and Cookie Policy, which form an integral part of the legal framework governing the use of the Service.

## Ocumun OÜ

Harju maakond, Tallinn

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# I. TERMS OF SERVICE

## 1. INTRODUCTORY PROVISIONS

These Terms and Conditions (the “Terms”) constitute a legally binding agreement and govern the relationship between Ocumun OÜ, a company incorporated under the laws of the Republic of Estonia, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117, Estonia, registration number 17438976 (the “Operator”), and any natural or legal person (the “User” or “Users”) who accesses or uses the Ocumun digital platform, including the mobile application, web interface and all related services provided under the Ocumun brand (the “Service”).

By accessing or using the Service, the User confirms that they have read, understood and agree to be bound by these Terms. If the User does not agree to these Terms, they are not authorized to access or use the Service.

## 2. NATURE OF THE SERVICE

The Service is a specialized digital platform designed to enable Users to create, store, share, publish, license and monetize digital content linked to specific locations, timestamps and related technical metadata.

A defining characteristic of the Service is its emphasis on authenticity and verifiability of Content. The Service is intended to enable the creation and distribution of Content that maintains a credible and reliable connection to its origin, including the place and time of capture, thereby supporting a trustworthy digital environment for Users and third parties.

The Service may include community features, paid digital services, extended data storage, content licensing mechanisms and features enabling interactions and monetization between Users and third parties.

The Operator reserves the right, at any time and without prior notice, to modify, evolve, update, limit, suspend or discontinue any part of the Service, including its functionality, interface, technical parameters or availability, without liability to the User, to the extent permitted by applicable law.

## 3. USER ACCOUNT

The use of certain features of the Service may be conditional upon the creation of a user account. The User undertakes to provide accurate, complete and up-to-date information during registration and to maintain the confidentiality and security of their login credentials.

The User is solely responsible for all activities carried out through their account and for any actions taken using their credentials, whether authorized or unauthorized, unless the User has duly notified the Operator without undue delay of any unauthorized use or security breach.

The Operator reserves the right to refuse registration, require additional information, request identity verification, including verification necessary to comply with applicable anti-money laundering and know-your-customer regulations, or temporarily or permanently restrict, suspend or terminate access



to an account, particularly in cases of suspected fraud, misuse of the Service or violation of these Terms.

The User shall promptly notify the Operator of any unauthorized access to or use of their account or any other breach of security.

The minimum age for using the Service is sixteen (16) years, unless a higher age is required under the laws applicable to the User.

## **4. CONTENT AND AUTHENTICITY**

The Service enables Users to upload, create and publish digital content (the “Content”). Content designated or presented as authentic content (“Authentic Content”) must be created through the Service or by means explicitly authorized by the Operator and must maintain a truthful, accurate and reliable connection to its origin, including its location, time of creation and associated technical metadata.

The User shall not alter, manipulate, fabricate or otherwise modify Content in a manner that could mislead or create a false impression as to its authenticity. In particular, the User is strictly prohibited from falsifying geolocation data, timestamps, identity of the author, technical metadata or from circumventing any verification or integrity mechanisms implemented by the Service.

Given that the credibility and purpose of the Service are fundamentally dependent on the authenticity of Content, any attempt to misrepresent Content as Authentic Content shall constitute a material breach of these Terms.

The Operator is entitled to use automated systems, algorithmic tools, artificial intelligence and human review processes to assess the authenticity and compliance of Content and may, at its sole discretion and without prior notice, refuse to publish, restrict visibility, label, suspend or remove any Content.

## **5. GEOLOCATION AND METADATA**

The proper functioning and core purpose of the Service rely on the processing of geolocation data, timestamps and other technical metadata associated with the User’s device and Content. Such data constitute an essential component of the authenticity model of the Service and are used, in particular, for verifying the authenticity of Content, enabling search and indexing, establishing chronological and spatial relationships, preventing fraud and enhancing the reliability and credibility of information made available through the Service.

The User acknowledges and agrees that the provision and processing of such data may be necessary for the proper functioning of certain features of the Service and that, without granting the required permissions, some functionalities may be limited, restricted or unavailable.

## **6. USER CONDUCT**

The User undertakes to use the Service in compliance with applicable laws, these Terms and generally accepted principles of good conduct. The User shall not use the Service for any unlawful or



unauthorized purpose or in any manner that could harm, disrupt, misuse or impair the proper functioning, integrity or security of the Service.

The User shall not publish, transmit or otherwise make available any Content that is unlawful, fraudulent, misleading, defamatory, offensive, harassing, or otherwise harmful, including Content that infringes upon the rights of third parties, promotes violence, or violates applicable laws or regulations relating to sensitive or restricted material.

The User shall not engage in, encourage or facilitate any activity that violates these Terms or applicable law, including attempts to bypass security measures, interfere with the Service or misuse its functionalities.

Content containing sensitive elements, including but not limited to violence, accidents, explicit material or weapons, must be appropriately identified and labeled using the tools provided within the Service.

## **7. MODERATION AND ENFORCEMENT**

In order to ensure the proper functioning of the Service, protect Users and comply with applicable laws and regulatory obligations, the Operator may implement moderation mechanisms combining automated systems, artificial intelligence and human oversight.

The Operator may, at its sole discretion and without prior notice, take appropriate and proportionate measures, where reasonably necessary, including restricting access to Content, reducing its visibility, limiting account functionality, suspending or terminating accounts, removing Content or withholding payouts.

Such measures may be taken in particular in cases of suspected violation of these Terms, applicable law, protection of Users, prevention of fraud, or safeguarding the integrity and security of the Service.

Where required by applicable law, the Operator shall provide the User with a statement of reasons for decisions involving restriction or removal of Content or suspension or termination of accounts.

The User may request a review of such decisions through the Operator's complaint-handling mechanism.

## **8. PAID SERVICES AND SUBSCRIPTIONS**

In addition to a free version of the Service, the Operator may offer paid services, including but not limited to extended storage capacity, premium features or enhanced usage limits (the "Paid Services").

Paid Services may be provided on a subscription basis and may be billed periodically. Subscriptions may renew automatically for successive periods unless cancelled by the User prior to the end of the current billing period through the relevant interface or payment provider.

The User acknowledges that payments for Paid Services may be processed by third-party payment providers and may be subject to their respective terms and conditions.



The Operator reserves the right to modify the scope, pricing or conditions of Paid Services at any time. Any such changes shall be communicated to the User in advance where required by applicable law and shall take effect at the next billing period, unless otherwise specified.

The applicable prices, scope of services and payment conditions are displayed within the Service or the relevant payment interface.

## **9. REFUNDS, CANCELLATION AND BILLING**

All payments made for Paid Services, including subscriptions and digital content access, are final unless otherwise required by applicable law.

Subscriptions are billed on a recurring basis and renew automatically for successive periods unless cancelled by the User prior to the end of the current billing period. The User may cancel a subscription at any time through the Service interface or the relevant payment provider; however, such cancellation shall take effect at the end of the current billing period and shall not entitle the User to a refund for any unused portion of the subscription period.

Due to the nature of digital services and digital content, which are provided immediately upon purchase or activation, the User expressly acknowledges and agrees that no right of withdrawal or refund shall apply once the service has been fully or partially performed, to the extent permitted by applicable law. The User expressly requests and consents to the immediate performance of digital services and acknowledges that this results in the loss of any statutory right of withdrawal, to the extent permitted by applicable law.

The Operator may, at its sole discretion, provide refunds, credits or other forms of compensation in justified cases, including but not limited to technical errors, duplicate payments or service unavailability. Such decisions shall be made on a case-by-case basis and shall not create any legal entitlement to future refunds.

Where a payment is disputed, reversed or subject to a chargeback, the Operator reserves the right to suspend or restrict access to the Service, adjust User balances, or offset such amounts against future payouts or payments.

Nothing in this provision shall limit mandatory consumer protection rights under applicable law.

## **10. PAYMENTS, SALES AND PLATFORM ECONOMY**

The Service may include functionality enabling Users to make Content available for licensing, access or monetization within the platform environment. Unless expressly stated otherwise, the Operator acts as the primary provider of paid services made available through the Service, including but not limited to digital storage, premium functionalities and access to Content.

In this context, any User purchasing paid services or obtaining access to Content through the Service enters into a contractual relationship with the Operator. The Operator processes payments in its own name and on its own account through third-party payment service providers, and determines, to the extent permitted by applicable law, the structure of pricing, subscription models, access conditions and monetization mechanisms implemented within the Service.



Where the Service enables the monetization of Content uploaded by Users, the Operator may grant licenses or other rights of use to such Content to customers and may collect payments associated with such use. The User uploading Content acknowledges and agrees that any compensation received in connection with such monetization shall constitute a share of revenue allocated by the Operator in accordance with the internal rules of the Service, and not a direct payment from the customer to the User.

For the purposes of these Terms, a “payment” shall mean any amount paid by a customer to the Operator in connection with the use of the Service, and a “payout” shall mean any amount subsequently transferred by the Operator to a User as a share of revenue or compensation. Unless otherwise specified, the Operator retains a commission amounting to fifteen percent (15%) of the total transaction value.

The Operator shall not be considered a bank, payment institution or regulated financial service provider and does not provide financial services. Any handling of funds is carried out solely to the extent necessary for the provision of the Service and the facilitation of payments and payouts through third-party payment service providers.

## **11. PAYOUTS, VERIFICATION AND HOLDING**

The execution of payouts to Users is subject to verification procedures, including but not limited to identity verification, verification of payment details, compliance with applicable anti-money laundering (AML) and know-your-customer (KYC) requirements, tax obligations, and the policies and requirements of third-party payment service providers.

The User acknowledges and agrees that any payout represents a share of revenue or compensation allocated by the Operator in accordance with the internal rules of the Service, and does not constitute funds held on behalf of the User or a direct entitlement to specific payments received from customers.

The Operator may delay, suspend, withhold or adjust payouts, in whole or in part, where reasonably necessary, including in cases of suspected fraud, violation of these Terms, disputes, chargebacks, refunds, regulatory requirements, risk management considerations, or restrictions imposed by payment service providers.

The Operator may require the User to provide additional information or documentation necessary to verify identity, eligibility for payouts, ownership of Content or compliance with applicable legal and regulatory requirements.

Payouts may be subject to holding periods, processing delays or technical limitations imposed by third-party payment service providers. The Operator shall not be responsible for delays, interruptions or failures in payouts caused by such providers.

The Operator reserves the right to offset any amounts owed by the User against future payouts, including but not limited to fees, refunds, penalties or other liabilities arising under these Terms.

## **12. LICENSE TO CONTENT**

The User retains all rights to their Content. By uploading Content to the Service, the User grants the Operator a non-exclusive, worldwide, royalty-free, transferable and sublicensable license to use such



Content solely for the purposes of operating, maintaining, developing, providing and promoting the Service, including, in particular, storage, processing, reproduction, display, distribution, moderation, technical adaptation and making the Content available to other Users and third parties within the functionality of the Service.

This license is granted for the duration of the User's use of the Service and to the extent necessary for the continued operation and integrity of the Service.

Nothing in these Terms shall be construed as transferring ownership of the Content to the Operator, and the User retains all rights to their Content, subject to the license granted herein.

Any rights granted to a buyer in relation to Content shall be governed by the license terms specified at the time of purchase. Unless otherwise stated, such license shall be non-exclusive and non-transferable.

### **13. INTELLECTUAL PROPERTY**

All intellectual property rights relating to the Service, including but not limited to software, databases, design, trademarks, graphical elements, algorithms and other components, are owned by the Operator or its licensors and are protected by applicable intellectual property laws.

The User is not granted any rights, licenses or interests in or to such intellectual property except as expressly provided in these Terms.

The User shall not, directly or indirectly, copy, reproduce, modify, adapt, distribute, sell, license, sublicense, lease, reverse engineer, decompile, disassemble, create derivative works from, extract or otherwise exploit any part of the Service, nor attempt to gain unauthorized access to the Service or its related systems.

The use of automated tools, scripts, bots or other means to access, scrape, extract or collect data from the Service without the prior written consent of the Operator is strictly prohibited.

### **14. PERSONAL DATA AND PRIVACY**

The Operator processes personal data in accordance with applicable data protection laws, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation – GDPR).

Personal data processed by the Operator may include, in particular, identification data, contact information, IP addresses, device-related data, operational logs, geolocation data, Content metadata, payment-related information and other data necessary for the provision, operation, security and improvement of the Service.

Personal data are processed for purposes including, but not limited to, user registration, account administration, provision of the Service, ensuring the security and integrity of the Service, processing payments and payouts, prevention of fraud, compliance with legal obligations and provision of customer support.

The legal basis for the processing of personal data may include the performance of a contract, compliance with legal obligations, the legitimate interests of the Operator, or the consent of the User, where such consent is required under applicable law.



The Operator may share personal data with third-party service providers where necessary for the operation of the Service, including payment processors, hosting providers and other technical partners, subject to appropriate safeguards and contractual arrangements.

Where personal data are transferred outside the European Economic Area, such transfers shall be carried out in accordance with applicable data protection laws and with appropriate safeguards.

The User has the right, under the conditions set out in applicable law, to request access to their personal data, rectification or erasure of such data, restriction of processing, data portability, to object to processing, and to lodge a complaint with a competent supervisory authority.

Further details regarding the processing of personal data, including information on data retention, data transfers and User rights, may be provided in a separate Privacy Policy document.

## **15. COOKIES AND SIMILAR TECHNOLOGIES**

The Service may use cookies, local storage and similar technologies for the purposes of ensuring the proper functioning of the Service, maintaining security, enabling personalization, storing User preferences and analyzing usage of the Service.

Where required by applicable law, non-essential cookies and similar technologies shall be used only with the User's prior consent.

The User may manage or withdraw their consent to the use of cookies and similar technologies at any time through the relevant settings or consent management tools made available within the Service or their device or browser settings.

Further information regarding the use of cookies and similar technologies may be provided in a separate Cookie Policy or within the Privacy Policy.

## **16. LIABILITY AND DISCLAIMER**

The Service is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the Operator disclaims all warranties, whether express or implied, including any warranties of merchantability, fitness for a particular purpose, non-infringement and uninterrupted or error-free operation of the Service.

To the maximum extent permitted by applicable law, the Operator shall not be liable for any indirect, incidental, consequential or special damages, including, without limitation, loss of profits, loss of data, loss of business opportunities or damages caused by third parties or other Users.

The Operator shall not be liable for any interruptions, delays, errors or unavailability of the Service resulting from technical issues, maintenance, third-party services or factors beyond the Operator's reasonable control.

To the maximum extent permitted by applicable law, the total liability of the Operator arising out of or in connection with the Service or these Terms shall not exceed the total amount of fees paid by the User to the Operator during the twelve (12) months preceding the event giving rise to the claim, or EUR 100, whichever is higher.



Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is not permitted by applicable law.

## **17. TERMINATION**

The User may terminate their account at any time in accordance with the functionality of the Service.

The Operator may, at its sole discretion and without prior notice, suspend or terminate an account, restrict access to the Service or take other appropriate measures in the event of a breach of these Terms, unlawful activity, misuse of the Service, security risks, regulatory requirements or prolonged inactivity.

Upon termination or suspension of the account, the User's access to the Service or certain functionalities may be immediately restricted or disabled. The Operator reserves the right to retain, remove or disable access to Content in accordance with these Terms and applicable law.

Termination of the account shall not affect any rights or obligations that have accrued prior to such termination, including any outstanding payments, liabilities or obligations under these Terms.

## **18. CHANGES TO TERMS**

The Operator reserves the right to amend or update these Terms at any time, in particular in response to changes in the Service, legal requirements or technical developments.

Where required by applicable law, the Operator shall inform Users of material changes to these Terms in advance through the Service or by other appropriate means. Unless otherwise specified, such changes shall become effective upon their publication or at the beginning of the next billing period in the case of Paid Services.

Continued access to or use of the Service after the effective date of the updated Terms constitutes acceptance of such Terms. If the User does not agree to the updated Terms, they must discontinue use of the Service.

## **19. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by and construed in accordance with the laws of the Republic of Estonia, unless mandatory provisions of applicable consumer protection laws provide otherwise.

Any disputes arising out of or in connection with these Terms or the use of the Service shall be subject to the jurisdiction of the competent courts of the Republic of Estonia, unless mandatory provisions of applicable consumer protection laws grant the User the right to bring proceedings before the courts of their place of residence.

## **20. NOTICE AND ACTION MECHANISM (DSA COMPLIANCE)**

The Operator implements a notice and action mechanism in accordance with applicable laws, including Regulation (EU) 2022/2065 (Digital Services Act).



Any individual or entity may submit a notice regarding allegedly illegal Content available on the Service. Such notice must be sufficiently precise and adequately substantiated to enable the Operator to identify the Content in question, assess its legality and, where necessary, contact the reporting party.

Upon receipt of a valid notice, the Operator shall, without undue delay, assess the reported Content and may take appropriate and proportionate measures, including removal of the Content, restriction of access thereto or limitation of its visibility.

Where required by applicable law, the Operator shall inform the reporting party of its decision and, where applicable, provide a statement of reasons for the measures taken.

The Operator may give priority to notices submitted by trusted flaggers, where such designation exists under applicable law.

## **21. COMPLAINT AND DISPUTE RESOLUTION MECHANISM**

Users whose Content has been removed, restricted or whose account or monetization has been limited or suspended may submit a complaint and request a review of such decision.

The Operator shall provide an internal complaint-handling system enabling Users to challenge decisions related to the removal or restriction of Content, suspension or termination of accounts, or restriction of monetization or payouts.

The Operator shall assess such complaints within a reasonable timeframe and shall inform the User of the outcome of the review.

Where required by applicable law, the Operator may provide a statement of reasons for its decision.

Nothing in this provision shall limit the User's right to seek resolution through competent administrative authorities or courts.

## **22. PLATFORM INTERACTION AND USER RESPONSIBILITY**

The Service provides a technological environment enabling Users to create, upload, manage and make Content available within the platform, including interactions between Users and third parties.

The Operator does not guarantee the quality, legality, accuracy, reliability or fitness for purpose of any Content made available by Users, nor does it assume responsibility for the conduct of Users or third parties interacting through the Service.

Users are solely responsible for their activities conducted through the Service and for ensuring that their Content, conduct and use of the Service comply with applicable laws, including but not limited to intellectual property laws, consumer protection regulations and tax obligations.

The Operator does not verify, endorse or assume responsibility for Content beyond reasonable technical and procedural measures implemented within the Service, including moderation, fraud prevention and compliance mechanisms.

To the maximum extent permitted by applicable law, the Operator shall not be liable for any disputes, claims or damages arising out of or in connection with Content created or made available by Users, or interactions between Users and third parties within the Service.



Nothing in this provision shall be construed as limiting the Operator's role as the provider of paid services as defined in these Terms.

## **23. CONTENT OWNERSHIP AND THIRD-PARTY RIGHTS**

The User represents and warrants that they own or have obtained all necessary rights, licenses, consents and permissions required to upload, publish, license and monetize Content through the Service.

The User further represents and warrants that the Content does not infringe any intellectual property rights, does not violate any rights of privacy, personality or publicity, and does not contain any unlawful, restricted or otherwise prohibited material under applicable law.

The User shall be solely responsible for the Content and for any consequences arising from its use, publication or distribution through the Service.

The Operator does not verify ownership or legality of Content beyond reasonable technical and procedural measures and shall not be held liable for any unauthorized use of Content by Users or for any infringement of third-party rights.

## **24. PAYMENT PROCESSING AND THIRD-PARTY PROVIDERS**

The Operator uses third-party payment service providers, including but not limited to Stripe, for the purpose of processing payments made by Users and executing payouts within the Service.

All payments for paid services, including subscriptions, digital content access or other monetized functionalities, are processed by the Operator in its own name and on its own account. The Operator determines the applicable pricing structure, billing cycles and payment conditions, subject to these Terms and applicable law.

The User acknowledges and agrees that payment processing services are provided by third-party providers and may be subject to their respective terms and conditions, including requirements relating to identity verification (KYC), anti-money laundering regulations (AML), transaction monitoring and risk management procedures.

The Operator may collect payments from Users, hold such funds for the duration necessary to ensure proper processing, and subsequently allocate and transfer payouts to Users in accordance with the internal rules of the Service, including applicable commissions, fees, chargebacks, refunds or regulatory obligations.

The Operator shall not be liable for any acts, omissions, errors, delays, limitations or interruptions caused by third-party payment providers, including but not limited to refused transactions, delayed settlements, withheld funds, verification procedures or technical failures.

Nothing in these Terms shall be construed as establishing the Operator as a regulated financial institution, payment institution or provider of payment services. The Operator does not provide financial services and acts solely within the scope necessary to facilitate payments and payouts in connection with the operation of the Service.



## **25. TAXATION AND USER OBLIGATIONS**

Users are solely responsible for determining, classifying, reporting and fulfilling all tax obligations arising from their use of the Service, including but not limited to income tax, value added tax (VAT) and any other applicable taxes in their jurisdiction.

Prices displayed within the Service may be exclusive of applicable taxes, including VAT, unless stated otherwise.

The Operator may, where required by applicable law, collect, process and report tax-related information, withhold applicable taxes, and provide transaction or User data to competent tax or regulatory authorities.

The User acknowledges that the Operator may be subject to legal obligations to report certain information in accordance with applicable laws and regulations.

The Operator does not provide tax, legal or financial advice, and Users are encouraged to consult their own professional advisors regarding their tax obligations.

## **26. SAFE HARBOR AND LIMITATION OF LIABILITY**

To the extent applicable, the Operator may qualify as an intermediary service provider and may benefit from the liability exemptions applicable to hosting and intermediary services under applicable laws, including the Digital Services Act and related legal frameworks.

The Operator shall not be liable for Content provided by Users, provided that it does not have actual knowledge of illegal activity or illegal Content and, upon obtaining such knowledge, acts expeditiously to remove or disable access to such Content.

Nothing in these Terms shall be construed as imposing a general obligation on the Operator to monitor the information transmitted or stored on the Service, or to actively seek facts or circumstances indicating illegal activity.

## **27. DIGITAL SERVICES ACT TRANSPARENCY**

The Operator may publish transparency reports and provide information regarding the operation of the Service in accordance with applicable laws, including Regulation (EU) 2022/2065 (Digital Services Act).

Such transparency information may include, in particular, details relating to content moderation actions, notices received, account restrictions, and the use of automated tools and decision-making systems.

Where required by applicable law, the Operator shall inform Users about significant moderation decisions affecting their Content or accounts, including the use of automated decision-making where applicable.



## 28. INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless the Operator, its affiliates, directors, officers and employees from and against any claims, liabilities, damages, losses and expenses, including legal fees, arising out of or in connection with the User's use of the Service, violation of these Terms, or infringement of any rights of third parties.

## 29. CONTACT

[support@ocumun.com](mailto:support@ocumun.com)

[www.ocumun.com](http://www.ocumun.com)

## 30. LANGUAGE AND FINAL PROVISIONS

These Terms may be made available in multiple language versions. In the event of any discrepancy or inconsistency between language versions, the English version shall prevail.

If any provision of these Terms is found to be invalid, unlawful or unenforceable, such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

By accessing or using the Service, the User confirms their acceptance of these Terms in their current version.



## II. PRIVACY POLICY

### 1. INTRODUCTORY PROVISIONS

The controller of personal data is Ocumun OÜ, a company incorporated under the laws of the Republic of Estonia, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117, Estonia, registration number 17438976 (the “Operator”).

The Operator processes personal data in connection with the use of the Ocumun digital platform, including the mobile application, web interface and all related services (the “Service”).

For any data protection inquiries, the Operator may be contacted at:

[support@ocumun.com](mailto:support@ocumun.com)

### 2. CATEGORIES OF PERSONAL DATA

The Operator processes personal data obtained directly from Users, automatically through the use of the Service, and, where applicable, from third-party providers such as payment processors and technical service providers.

Processed data may include, in particular, identification data, contact information, account credentials, IP addresses, device and technical data, operational logs, geolocation data, Content metadata, usage data, payment-related information, transaction history, and other data necessary for the operation, security and improvement of the Service.

### 3. PURPOSES OF PROCESSING

Personal data are processed for the purposes of providing and operating the Service, managing user accounts, ensuring the security, integrity and proper functioning of the Service, processing payments and payouts, preventing fraud and misuse, complying with legal and regulatory obligations, handling complaints and disputes, enforcing these Terms, and improving, developing and optimizing the Service.

### 4. LEGAL BASIS FOR PROCESSING

The legal basis for the processing of personal data includes the performance of a contract to which the User is a party, compliance with legal obligations to which the Operator is subject, the legitimate interests pursued by the Operator, and the consent of the User where such consent is required under applicable law.

Where processing is based on the legitimate interests of the Operator, such interests include, in particular, ensuring the security and integrity of the Service, preventing fraud and misuse, enforcing these Terms and improving the Service.



## 5. DATA SHARING AND RECIPIENTS

The Operator may share personal data with third-party service providers acting as data processors where necessary for the operation of the Service, including payment providers (such as Stripe), hosting providers, analytics providers and other technical partners.

Such processing is carried out on the basis of appropriate contractual arrangements and safeguards in accordance with applicable data protection laws.

The Operator may also disclose personal data to public authorities where required by applicable law or in order to protect its legal rights.

## 6. INTERNATIONAL DATA TRANSFERS

Where personal data are transferred outside the European Economic Area, such transfers shall be carried out in accordance with applicable data protection laws and subject to appropriate safeguards, including standard contractual clauses, adequacy decisions or other lawful transfer mechanisms ensuring an adequate level of data protection.

## 7. DATA RETENTION

Personal data are retained for as long as necessary for the purposes of providing the Service and fulfilling legal and regulatory obligations.

Account-related data are retained for the duration of the User's account and for a limited period thereafter, where necessary for the protection of legal claims, enforcement of these Terms, or compliance with applicable law.

Financial and transaction data may be retained for longer periods where required by applicable law, including accounting, tax and anti-money laundering regulations.

## 8. USER RIGHTS

The User has the right to access their personal data, request rectification or erasure, restrict processing, obtain data portability, object to processing, and lodge a complaint with a supervisory authority in the European Union.

The User also has the right to object to processing based on legitimate interests, including profiling, where applicable.

Where processing is based on consent, the User has the right to withdraw such consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

The User may exercise their rights by contacting the Operator using the contact details provided in this Privacy Policy.



## 9. SECURITY MEASURES

The Operator implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including protection of personal data against unauthorized or unlawful access, loss, misuse, alteration or destruction.

Such measures may include, in particular, access control mechanisms, data minimization, secure data storage, encryption where appropriate, and procedures for monitoring, detecting and responding to security incidents.

## 10. AUTOMATED DECISION-MAKING

The Service may use automated systems, including artificial intelligence, for moderation, fraud detection and operational purposes.

Such processing is not intended to produce decisions based solely on automated processing that have legal or similarly significant effects on the User, unless appropriate safeguards are implemented in accordance with applicable law.

Where required by applicable law, the User has the right to obtain human intervention, to express their point of view, and to contest decisions made in connection with such processing.

## 11. CONTACT

For any questions regarding this Privacy Policy or the processing of personal data, the User may contact the Operator at:

[support@ocumun.com](mailto:support@ocumun.com)

[www.ocumun.com](http://www.ocumun.com)



# III. COOKIE POLICY

## 1. INTRODUCTION

This Cookie Policy explains how Ocumun OÜ, a company incorporated under the laws of the Republic of Estonia, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 5, 10117, Estonia, registration number 17438976 (the “Operator”), uses cookies and similar technologies in connection with the Ocumun digital platform, including the mobile application, web interface and all related services (the “Service”).

For the purposes of this Cookie Policy, “User” means any natural or legal person accessing or using the Service.

This Cookie Policy should be read in conjunction with the Privacy Policy, which provides further information on how personal data are processed.

## 2. WHAT ARE COOKIES

Cookies are small text files that are stored on or accessed from a User’s device when accessing or using the Service. Cookies enable the Service to recognize the User’s device, ensure proper functionality, improve user experience, and collect information about the use of the Service.

Similar technologies, such as local storage, pixels, software development kits (SDKs) or device identifiers, may also be used for comparable purposes.

## 3. TYPES OF COOKIES USED

The Service may use different types of cookies and similar technologies depending on their purpose.

Strictly necessary cookies are required for the operation and security of the Service and are used without the User’s consent, as they are essential for the proper functioning of the Service.

Performance and analytics cookies are used to collect information about how the Service is used in order to improve its functionality and performance and are used only with the User’s consent where required by applicable law.

Functional cookies enable the Service to remember User preferences and settings and may be used with the User’s consent where required by applicable law.

Other similar technologies may be used where necessary for the operation, security or improvement of the Service, in accordance with applicable law.

## 4. PURPOSE OF USE

Cookies and similar technologies are used to ensure the proper functioning and security of the Service, prevent fraud and misuse, enable personalization, store User preferences, analyze the use of the Service, and improve, develop and optimize the Service.



## 5. LEGAL BASIS AND CONSENT

Where required by applicable law, non-essential cookies and similar technologies are used only with the User's prior consent.

Strictly necessary cookies are used without the User's consent, as they are essential for the proper functioning and security of the Service.

Where consent is required, the User has the right to withdraw or modify such consent at any time through the available cookie settings or consent management tools.

## 6. MANAGEMENT OF COOKIES

The User may manage or withdraw consent to the use of cookies and similar technologies at any time through the cookie settings or consent management tools made available within the Service.

The User may also control cookies through their browser or device settings.

Withdrawal or modification of consent shall not affect the lawfulness of processing carried out prior to such withdrawal.

Disabling certain cookies may affect the functionality or availability of certain features of the Service.

## 7. THIRD-PARTY COOKIES

The Service may use cookies and similar technologies provided by third-party service providers, including analytics providers, hosting providers and payment service providers (such as Stripe).

These third-party technologies are subject to the respective privacy and cookie policies of those providers, over which the Operator has no control.

The Operator does not accept responsibility for the content, policies or practices of such third parties.

## 8. RETENTION

Cookies and similar technologies are stored for different periods depending on their type and purpose.

Session cookies are stored only for the duration of the User's session and are automatically deleted when the session ends. Persistent cookies may remain on the User's device for a longer period until they expire or are manually deleted by the User.

## 9. CHANGES TO THIS POLICY

The Operator reserves the right to modify or update this Cookie Policy at any time.

Any changes shall be published within the Service and, where required by applicable law, notified to Users. Unless otherwise specified, such changes shall become effective upon their publication.



## 10. CONTACT

For any questions regarding this Cookie Policy or the use of cookies and similar technologies, the User may contact the Operator at:

[support@ocumun.com](mailto:support@ocumun.com)

[www.ocumun.com](http://www.ocumun.com)

