

Nyzer Terms of Use

QUICK SUMMARY (What You're Agreeing To)

In Plain English:

What Nyzer Does: We connect customers with service providers for health, beauty, and wellness services

Fees: We charge service providers (SMBs) 10% per appointment. We NEVER charge customers any fees

Your Data: We protect your personal information, encrypt it, and never sell it to anyone

Age Requirement: You must be at least 18 years old to use this app (21+ in some locations)

Communications: We only send transactional messages (confirmations, reminders, receipts) - never marketing

Disputes: Legal disputes go to arbitration unless you opt out within 30 days

Your Rights: You can request deletion of your data at any time

DATA PRIVACY AND THIRD PARTY SERVICES

We process personal data solely as necessary to provide the app's booking, scheduling, and order management functionalities. Data you provide is used only for these purposes and is never sold or shared for secondary uses, including marketing or advertising. Personal information is only accessed to support your use of the app.

Data Encryption: All personal data is encrypted in transit using TLS 1.2+ and at rest using AES-256 encryption on Firebase/GCP servers. Card payment data is handled in accordance with PCI DSS standards.

Cross-App Tracking: We do not track users across other companies' apps or websites, do not share data with data brokers, and do not use your data for targeted advertising outside our app.

We use the following third-party providers strictly to deliver our core services:

Typesense (for search functionality; search input only)

Azul (for secure payment processing)

Amazon SES (for booking/order confirmation emails)

All other personal and booking data is handled on our secure Firebase and Google Cloud Platform (GCP) servers. Data may be processed internationally in regions where our service providers maintain infrastructure.

Information is never sold, rented, or disclosed to outside parties except as necessary for processing bookings and transactions or as required by law. Users may request correction or deletion of their data at any time.

Account and Data Deletion: Account and associated personal data deletion can be requested via the Nyzer mobile app or website. Through the mobile app, account deletion is immediate. Through the website, deletion is completed within five (5) business days after direct confirmation from the account holder for security verification purposes to prevent unauthorized deletion. In either case, data deletion is irreversible.

Data Retention: Some data may be retained when required by law, fraud prevention, or legitimate regulatory obligations:

Transaction records: Up to 7 years (tax compliance requirements)

Backup copies: Up to 1 year

Fraud prevention data: Up to 24 months

Children's Privacy: This app is not directed to children under 18 years of age, and we do not knowingly collect personal information from minors. If we discover that a minor has created an account, it will be immediately terminated.

These practices are designed to ensure compliance with Apple App Store and Google Play developer data use and privacy requirements.

The Services (as defined herein) and Terms of Use are provided by Nyzer.

ANY USERS WHO DO NOT AGREE WITH THESE TERMS OF USE SHOULD NOT USE THE SERVICES!

THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

Part I - Definitions, Agreement to be Bound

1.1 Definitions

References to the "Booking Services" mean those appointment-scheduling services made available by us through the Nyzer Application.

References to the "Nyzer Application" mean any mobile, web, or voice software application related to the Services designed, developed, and/or made available by us and available through the iTunes and Google Play stores as well as other third-party services, including but not limited to Amazon Alexa and Google Home.

References to the "Nyzer Site" mean the website bearing the URL <http://www.nyzerapp.com> and all affiliated websites owned and operated by Nyzer, our subsidiaries, and related companies.

References to the "Commercial Content" mean content which advertises or promotes a commercial product or service.

References to a "Customer" mean any person or entity who uses the Nyzer Application, Nyzer Site, or a Third-Party Platform as defined in Section 3.8 to schedule an appointment, manage appointments, browse health-, beauty-, and wellness-related content and services, and/or pay for services rendered, whether said individual registers directly for the use of the Nyzer Application or is added by an SMB through whom Customer obtains services.

References to "Dispute" mean any claim, conflict, controversy, or disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms), including, without limitation, any action in tort, contract, or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation, or enforcement of these Terms or any terms contemplated by the Terms.

References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching party would wish to immediately terminate these Terms because of that breach.

References to a "SMB" mean a small or medium business and seller of goods, services, or products who use the Services to allow Customers to book, manage, view, and cancel appointments. Each SMB is an entrepreneur within the meaning of the generally applicable provisions of law.

References to the "Terms", "Terms of Use" and/or "Agreement" mean these terms as set forth herein.

References to "us," "we," "our," and/or "Nyzer" refer to Chronology Enterprises S.R.L., Av. Ortega y Gasset #16, Ensanche la Fe, D. N. Santo Domingo, 10514, República Dominicana, and all its designated agents, employees, and subsidiaries within the United States of America for those customers based and/or residing in North and South America and Australia. For customers based and/or residing in the European Union, the terms "Nyzer" and "we", "us" and/or "our" refer to Chronology Enterprises S.R.L., Av. Ortega y Gasset #16, Ensanche la Fe, D. N. Santo Domingo, 10514, República Dominicana, and all its designated agents, employees, and subsidiaries within the European Union. For the avoidance of doubt, the entity to which you provide implied consent through your use of the Services depends on your place of residence and location of use of such Services.

References to "you" and/or "User" mean the User of the Services, whether as a SMB or Customer.

1.2 Agreement to be Bound

The following Terms of Use, together with the relevant information set out on the Services, and including any features and services available, are subject to the Terms of Use set forth below. Please read them carefully as any use of the Services, whether directly through us or via a Third-Party Platform, constitutes an agreement, without acceptance, to be bound thereby by the User. By accessing or using the Services or clicking "accept" or "agree" to this Agreement, you represent (1) that you are at least eighteen (18) years old (and in some jurisdictions twenty-one (21) years old), (2) are not prohibited by law from accessing or using the Services, (3) you have read, understand, and agree to be bound by this Agreement, and (4) you have authority to register a SMB and act on its behalf.

The Parties acknowledge and agree that each SMB, Customer, Third-Party Platform, subsidiary, parent, and affiliate of us shall be a third-party beneficiary to the Terms of Use and that such other persons and/or companies shall be entitled to directly enforce and rely upon any provision of these Terms of Use which confers a benefit upon them. No other parties shall be third party beneficiaries to these Terms of Use.

Part II - General Provisions

2.1 About Us; Nyzer not Vendor; No Endorsement

At its core, Nyzer acts as a software as a service to allow its Users to book, manage, view, and cancel appointments. In addition, the Nyzer platform and all related Nyzer applications allow Users to browse, view, and review content and potential service providers for health, wellness and beauty related services. Nyzer does NOT have control over (1) the quality, safety, morality or legality of any aspect of any Services offered by SMBs using our Services, (2) the truth or accuracy of the listings or directory information provided to us by SMBs, (3) the timeliness or accuracy of any SMB appointment calendar, (4) the ability of SMBs to provide Services booked, (5) the identity of any SMB or Customer, or (6) the ability of Customers to pay for Services. We do not and cannot ensure that a SMB or Customer will actually complete a transaction. If you rely on any of the information provided by or on the Services, you do so solely at your own risk. You acknowledge and agree that we do not sell or purchase, offer to sell or purchase, invite to sell or purchase, or make or solicit any offers. IN ALL INSTANCES EXCEPT WHERE NOTED, ALL SALES AND SERVICES ARE ADVERTISED, SOLICITED, OFFERED, ACCEPTED, MADE, AND DELIVERED BY SMBS WITH WHOM A CUSTOMER DIRECTLY CONTRACTS. AT NO TIME WILL A CUSTOMER/MERCHANT RELATIONSHIP EXIST BETWEEN US EXCEPT AS EXPLICITLY NOTED. In all instances, any solicitation, invitation, offer, advertisement or communication is void where prohibited by law.

2.2 Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on the Services is not accurate, complete, or current, including but not limited to the corporate information of a SMB, calendar availability, and bookings made.

2.3 Errors in the Services

If you encounter any error in the service, let us know at info.us@nyzerapp.com (if you are a SMB) or help.us@nyzerapp.com (if you are a Customer). We do not warrant that any errors in the Services will be corrected.

2.4 Modifications and Changes to Terms of Use

Nyzer may update or revise this Agreement (including any Nyzer Policies) from time to time at its sole discretion and without limitation upon notice of the same via posting to the Services and/or the emailing of a notice to our registered Users. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to click "accept" or "agree" to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, your sole recourse is to terminate your use of the Services, in which case you will no longer have access to your Account or SMB Account (as defined below). Except as otherwise expressly stated by Nyzer, any use of the Services (e.g., the use of the Booking Services or the Payment Services) is subject to the version of this Agreement in effect at the time of use.

2.5 Modifications and Changes to the Services

We may modify, add to, suspend, or delete any aspect of the Services, in whole or in part, at our sole discretion at any time, with such modifications, additions, or deletions being immediately effective. Such modifications, additions, or deletions may include but are not limited to content offered, hours of availability, and equipment needed for access or use. If you do not agree to such modifications to the Services, your sole recourse is to terminate your use of the Services, in which case you will no longer have access to your Account or SMB Account (as defined below). Except as otherwise expressly stated by Nyzer, any use of the Services (e.g., the use of the Booking Services or the Payment Services) is subject to the version of this Agreement in effect at the time of use.

2.6 Access to Web site or the Services

Though we try to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for planned down-time for maintenance, we do not warrant that the Services will be at all times available. Use of the Services requires Internet access through your computer, mobile device, tablet, or other internet-accessible device as allowed by Nyzer. You are

responsible for all mobile carrier charges resulting from your use of the Services, including from any notifications provided by the Services. Nyzer does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use the Nyzer Site, and some features and portions of the Services (including, but not limited to, making, modifying, or cancelling appointments) may not be accessible with JavaScript disabled.

2.7 Right of Refusal, Limitation, Discontinuation, and Termination

We reserve the right to refuse to provide access to the Services for any reason at any time in our sole and exclusive discretion. We may, in our sole and exclusive discretion, limit or cancel an Account or a SMB Account (as defined below) for any reason whatsoever. In the event that we make a change to or cancel an Account or a SMB Account (as defined below) we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time your Account or SMB Account (as defined below) was created; however, the failure to do so shall not result in any liability, including liability for lost data deleted as a result of the Account or SMB Account (as defined below) termination.

2.8 Prohibited Uses of the Services

In addition to the other restrictions on use set forth herein, you agree and acknowledge that you shall not use the Services: (a) for any unlawful purpose; (b) to solicit Users to perform or participate in any unlawful acts or to engage in acts that are unrelated to the purpose(s) of the Services; (c) to violate any international or governmental regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Services; (l) take any action that imposes or may impose (in Nyzer's sole determination) an unreasonable or disproportionately large load on the Services or Nyzer's infrastructure; (m) rent, lease, copy, provide access to or sublicense any portion of the Services or Nyzer Materials (as defined below) to a third party; (n) use any portion of the Services or Nyzer Materials (as defined below) to provide, or incorporate any portion of the Services or Nyzer Materials (as defined below) into, any product or service provided to a third party; (o) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Nyzer); (p) modify any Services or Nyzer Materials (as defined below) or create any derivative product from any of the foregoing; (q) remove or obscure any proprietary or other notices contained in the Services or Nyzer Materials (as defined below); or (r) publicly

disseminate information regarding the performance of the Services or Nyzer Materials (as defined below) or access or use the Services or Nyzer Materials (as defined below) for competitive analysis or benchmarking purposes. We reserve the right to terminate your use of the Services for violating any of the prohibited uses or for any other reason in our sole and exclusive decision.

2.9 Communications: Purpose and Authorization

Transactional Communications Only: Nyzer communicates with customers via SMS, email, push notifications, and in-app communications solely to provide receipts, order confirmations, appointment reminders, and other transactional notifications necessary to deliver our services. We do not send unsolicited marketing messages. Automated calls and messages are used exclusively for transactional purposes in relation to your orders or appointments. Customers can update their contact preferences or opt out using built-in controls within the app.

Contact Methods: You may contact us for support via:

Email: help.us@nyzerapp.com (Customers) or info.us@nyzerapp.com (SMBs)

Phone/SMS: +1 849-868-1908 (for support and instructions)

Nyzer may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) infrequently poll your opinions through surveys or questionnaires; or (v) as otherwise necessary to service your account or enforce this Agreement, our policies, applicable law, or any other agreement we may have with you. Nyzer may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits.

Should you have any questions about your text plan or data plan, please contact your wireless provider. If you do not wish to receive communications as specified above, you may change your communications preference (including withdrawal of your consent to obtain said communications) at any time, including through the communications preferences section of your account. You may refrain from receiving said communications via SMS also by sending the word STOP to a message you received or to +1 849-868-1908. Please note that message and data rates may apply. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at help.us@nyzerapp.com.

Nyzer may, without further notice or warning and in its sole discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Nyzer or its agents for quality control and training purposes, or for its own protection.

Nyzer automated systems scan and analyze the contents of every message sent through its messages platform, including messages between users, to detect and prevent fraudulent activity or violations of Nyzer's User Agreement, including the incorporated terms, notices, rules, and policies. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. Nyzer may store message contents, including to conduct this scanning and analysis.

2.10 Privacy of Others; Marketing

If Nyzer provides you with information about another User, you agree that you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a User's information to a third party for purposes unrelated to the Services. Additionally, you may not use User information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific User to do so.

2.11 Government End Users

The Services constitute a "commercial item" as defined at 48 C.F.R. 2.101, the Code of Federal Regulations relating to the use of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire any Nyzer Application with only those rights set forth therein. If you are a Government End User, please consult first with your relevant legal department prior to use to confirm your use is compliant with the standards and policies under the Code of Federal Regulations.

2.12 Export Control

You may not use, export, or re-export any Nyzer Application or other aspects of the Services (or any copy or adaptation of the foregoing) in violation of applicable law, including, without limitation, United States and foreign export laws and regulations. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties.

2.13 Fraudulent Actions of Users

Nyzer is not liable for losses from fraudulent bookings, chargebacks, or customer payment disputes. A transactional fee of 10% is charged to SMBs directly on each appointment processed via the app. No fees or charges are ever applied to Customers. By using the

Services, you hereby release Nyzer from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify us of any Fraudulent Actions which may affect the Services. Nyzer reserves the right, in its sole discretion, to terminate the account of any User that engages in, or enables any other User to engage in, Fraudulent Actions.

Part III - Customer Accounts

3.1 Online Accounts

Customers shall be given the opportunity to register via an online, mobile, voice activated or offline registration form to create a Customer account (hereinafter your "Account") that will allow you to receive information from us and/or to participate in certain features of the Services. We will use the information you provide in accordance with our Privacy Policy. By registering with us, you represent and warrant that all information you provide on the registration form is current, complete, and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information so that it remains current, complete, and accurate. During the registration process, you may be required to choose a password. You acknowledge and agree that we may rely on this password to identify you. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use. Accounts may be cancelled via contact with help.us@nyzerapp.com.

3.2 Transfer Prohibited

You agree that you shall not sell, trade, or transfer your Account to any other person or entity.

3.3 Account Guidelines

The Services may contain the ability to communicate with other Users on one or more profiles, booking forms, platforms, comments sections, discussion forums, Web sites, landing pages, social media outlets, sales channels, and/or other interactive features (hereinafter "Interactive Areas") in which Users and third parties may communicate. By participating in Interactive Areas, you agree and acknowledge that you:

Shall not upload, distribute, or otherwise publish to the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material; and

Shall not threaten or verbally abuse other Users, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam"; and

Shall not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of use of the Services; and

Shall not personally attack another User. Personal attacks are a direct violation of these Terms of Use and are grounds for immediate and permanent suspension of use of the Services; and

Shall not use the Interactive Areas to distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services except for the sale of goods or services in the scope envisioned by the express purpose of the Services; and

Shall not upload, post or otherwise transmit any content that violates any law or engage in activity that would constitute a criminal offense or give rise to civil liability; and

Shall not post unauthorized commercial communications (such as spam); and

Shall not upload, post, or otherwise transmit any content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them; and

Shall not upload, post, or otherwise transmit content that is off-topic, irrelevant to the SMB's services, or otherwise fails to pertain to the designated topic or theme of any Interactive Area or SMB Profile; and

Shall not impersonate any person or entity, including, but not limited to, any of our employees, or falsely state or otherwise misrepresent your affiliation with any person or entity; and

Shall not interfere with any other User's right to privacy, including by harvesting or collecting personally-identifiable information about other Users of our Interactive Areas or posting private information about a third party; and

Shall not engage in unlawful multi-level marketing, such as a pyramid scheme; and

Shall not upload, post or otherwise transmit any content, software or other materials which contain a virus or other harmful or disruptive component; and

Shall not interfere with or disrupt the Services or the Interactive Areas or the servers or networks connected to the same, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services and/or the Interactive Areas; and

Shall not facilitate or encourage any violations of these Terms of Use or any other Nyzer policies; and

Shall not upload, post or otherwise publish any information (in a form of link or otherwise) on entities providing competitive services to Nyzer.

Users agree and acknowledge that any profile they create may be edited, removed, modified, published, transmitted, and displayed by us, and they waive any rights they may have in having the material altered or changed in a manner not agreeable to them.

3.4 Rights in Submissions

Should you submit, display, publish or otherwise post any content to an Interactive Area (hereinafter "Submissions"), you agree to grant to us and our partners and affiliates a limited, non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such Submissions in any and all media now known or hereinafter developed for hosting, indexing, caching, distributing, tagging, marketing, and for all other lawful purposes without the requirement to make payment to or seek permission from you or to any third party. You represent and warrant that you own or have a valid license to use any and all Submissions and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any Submissions does not and will

not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

3.5 Right to Monitor

We shall have the right to monitor your Account in our sole and exclusive discretion.

3.6 Verification of Users

Users wishing to participate in the Services may be asked to provide a valid mobile phone number through the Nyzer Application and verify such number as instructed by us. To verify your mobile phone number, we will send you a code via text message to the mobile phone number you provided, and you must enter that code as instructed in the Nyzer Application. If you change your mobile phone number, you must promptly provide and verify your new mobile phone number. When you provide your mobile phone number, you expressly consent to receive direct dial calls, autodialed and prerecorded message calls, and text messages at that number.

Users wishing to participate in the Services may also be required to verify their identities, especially in the case of Payment Services. This may include but is not limited to providing proof of identity (such as via a passport or other photo-bearing piece of identification) and residence (such as via a current utility bill.) Nyzer does not bear any responsibility and cannot be held liable for the verification or non-verification of a User's identity. Any personal information provided by you to Nyzer and referred to above will be stored and processed by Nyzer in accordance with our Privacy Policy.

3.7 Account Settings

You may establish certain default settings for your use of the Payment Services through the Nyzer Application, such as your preferred payment card account. You may change these settings through the Nyzer Application.

3.8 Use of the Booking Services via Third-Party Platforms

Nyzer works with third-party websites, applications, and services (each a "Third-Party Platform") through whom our Booking Services and Payment Services may be facilitated. In accordance with our Privacy Policy, unless a Customer opt-outs by contacting us at help.us@nyzerapp.com, we may contact such Customers who access or otherwise use our Booking Services and/or Payment Services via such Third-Party Platforms at the email address or phone number provided to such Third-Party Platform by Customer.

3.9 Customer Reviews of SMBs

Customers who book services with a SMB through Nyzer may have the opportunity to leave a review ("Review") for the SMB. In addition to complying with all requirements for reviews as may be set forth by the Federal Trade Commission ("FTC") the rules for publishing and removing Reviews are as follows:

Nyzer is not responsible for the content of any Review published by a Customer;

the Customer is allowed to provide a Review only in relation to the appointment that has been booked;

SMB may request to remove the Review only if the SMB marks the appointment as a no-show within 24 hours from the scheduled appointment;

the Review shall relate only to the professional activities provided by SMB and be based solely on the personal experience of the Customer;

the Customer shall not publish Reviews that: (i) are intentionally misleading, (ii) contain harmful, defamatory or unethical content or violate the law, personal rights, in particular, they shall not contain vulgar or offensive expressions, refer to private and family life or call for violence or hatred, including racial, religious or ethnic hatred or against sexual minorities;

Nyzer may refuse to publish a Review or to require its removal if the Review violates the rules set out in section 3.3. or 3.9. of these Terms of Use or otherwise harms the reputation or legal interests of Nyzer or any other third party.

Part IV - Booking and Payment Services

4.1 General Booking and Cancellation Policies

The Nyzer Application provides a seamless booking service via a proprietary technology with which Nyzer may engage. Nyzer shall not be held liable in the event an appointment confirmation or reminder is not sent to or received by a User.

4.2 Appointment No-Show & Cancellation Policy

Nyzer is committed to providing quality services to Customers and SMBs. To assist us in maintaining a consistently high level of service for SMBs and their patrons, Customers must make every reasonable effort to cancel any appointments that they will be unable to honor as soon in advance of the appointment as possible. You may cancel your appointment via the Nyzer Site or Nyzer Application. Appointments should not be canceled by calling the SMB directly. Some SMBs may require a debit or credit card number to finalize your appointment booking and place a hold on the SMB's calendar. In order to use the Booking Services for these SMBs, you must provide valid debit or credit card information and a specific amount could be blocked or prepaid, and you may be required to cancel your appointment by a certain time (a "Cancellation Deadline") prior to your scheduled appointment in order to avoid a cancellation fee, often \$25, but which may vary by the SMB (a "Cancellation Fee"). In the event that a Customer either fails to present at the appointment (a "No-Show") or cancels the appointment in violation of the Cancellation Deadline (a "Late Cancellation"), Nyzer may charge Customer the

Cancellation Fee, which shall be transferred to the SMB. Full cancellation and refund policies are available at https://www.nyzerapp.com/legaldocs/CancellationPolicy_Nyzer.pdf.

4.3 Payments

Nyzer allows Customers to pay for services from SMBs via two methods: (1) via the Nyzer Application (the "Payment Services") or (2) directly to the SMB (e.g., cash, check, or other acceptable method as allowed by the SMB).

4.4 Payment Services and Fees

Nyzer utilizes various Payment Services to process payment information including but not limited to Azul for payment processing. Payments made through the Payment Services will also be subject to the terms and conditions and privacy policies of the third-party processor. You acknowledge and agree that Nyzer is not liable for any breaches of credit card or debit card security or privacy by the third-party processor. You agree to pay all charges incurred by Users of your credit card or debit card or other payment mechanism placed on file with us. Nyzer retains a transactional fee of 10% (the "Transactional Fee") from the SMB on all appointments processed via the app. No fees are ever charged to Customers.

4.5 Platform Fees

The determination as to which system should be used is up to the SMB. No fees are added to the Customer's price for use of the Nyzer platform. No fee will be added to the sales price if the Customer pays via other means, such as cash. A SMB that requires its customer to pay a platform or any other fee or surcharge shall accept cash payments as an alternative. SMBs acknowledge and agree that they will not implement mandatory fees that customers are required to pay. A SMB's violation of this section shall constitute a breach of this agreement. When using the Payment Service, Customer's mobile carrier's standard text message and data charges may apply; you are responsible for any fees charged by your mobile carrier in connection with your use of the Payment Services and Nyzer Application.

4.6 Payment Card Information

In order to use the Payment Services, you must provide account information for at least one valid debit or credit card through the Nyzer Application. Nyzer will present you with the option to store your debit or credit card information (e.g., card number, expiration date, and CVV/CVC code) for use in the Payment Services. By consenting to store your information, you represent, warrant, and covenant that: (1) you are legally authorized to provide such information to us; (2) you are legally authorized to perform payments from the debit or credit card account(s); and (3) such action does not violate the terms and conditions applicable to your use of such debit or credit card account(s) or applicable law. When you authorize a payment using a debit or credit card account via the Nyzer Application, including instances where you authorize a SMB

representative to manually enter such account information into the Nyzer Application, you represent, warrant, and covenant that there are sufficient funds or credit available to complete a payment using the debit or credit card account. By using Booking Services, you acknowledge and accept the binding agreement to bear full financial responsibility for all Booking Services that you schedule using Nyzer or information contained on Nyzer.

4.7 Payment Authorization and Settlement

By providing your debit or credit card information, you authorize Nyzer to charge and/or hold a specific amount (which amount may vary depending on the Cancellation Policy and/or the particular SMB's pricing) to your debit or credit card account to complete payment for the SMB services, including any Cancellation Fees. Funds from the payment will be settled in the SMB's designated bank account. Nyzer may occasionally impose limits on the maximum amount that may be paid through the Payment Services.

4.8 Receipts and Transaction History

All the receipts from your completed appointments with SMBs using the Payment Services are available in the Nyzer Application. You are encouraged to maintain your own records and financial information for any payments made through the Payment Services. You agree that you are solely responsible for all federal, state, and local taxes, levies, fees, and other governmental charges in respect of the Payment Services.

4.9 Data Security

SMBs are responsible for processing all Cardholder Data in compliance with PCI DSS security standards. This means, among others, that CVV/CVC codes may not be recorded, stored, or retained after authorization. Systems used for processing must be access-controlled and monitored. Calls must not be recorded at the time Cardholder Data is provided. Any physical forms or materials containing Cardholder Data must be securely destroyed immediately after processing. Devices and systems used for Keyed In Payments must run up-to-date antivirus or antimalware software that is active during data processing. Cardholder Data may not be shared with third parties except as required for secure transaction processing. Moreover, Cardholder Data and Customer personal data must be processed in accordance with applicable data protection laws and Nyzer's Privacy Policy. Customers are responsible for safeguarding their Cardholder Data and promptly reporting unauthorized transactions. Disputes must be raised in accordance with the procedures established by the SMB and applicable law. For complete details, see our Card Data Transmission Security Policy at <https://www.nyzerapp.com/legaldocs/CardDataTransmissionSecurityPolicyNyzer.pdf>.

4.10 Search Rank

Nyzer utilizes an algorithm to determine the order in which SMBs appear on the Nyzer Application search results pages, which may vary depending on the information inputted by Customer. The algorithm may consider the following factors when determining the order of search results:

the number of SMB Profiles in a given location (Nyzer Site users only);

the number of Customer reservations for services in a given location (Nyzer Site users only);

the nearest time slot for the service of interest to the Customer;

business category - a SMB can specify whether a particular service belongs to their primary or additional business category. If the Customer searches for a specific service, the SMB Profiles that have defined the searched service as their primary business category are presented to the customer first;

service type - a SMB can specify the type of a particular service. If the Customer searches for a specific service by selecting its type, the SMB Profiles that have designated the same service type are presented to the Customer first;

ratings - initially, the Customer is presented with SMB Profiles that have the highest ratings based on reviews from other Customers;

gender - initially, the Customer is presented with SMB Profiles tailored to the gender specified by the Customer;

promotions - initially, the Customer is presented with SMB Profiles that offer the highest promotions at the time of the search;

profile views to completed visits ratio - SMB Profiles with a higher number of completed visits compared to the number of profile views are generally placed higher in the search results.

Part V - General Provisions for SMBs

5.1 No Endorsement of SMB

Nyzer does not pre-screen or approve the services of any SMB. Nyzer is not a vendor and does not endorse any products, services, or claims made by SMB. Nyzer provides a directory only and, as such, makes no claims as to the identity, background, or validity of any SMB.

5.2 Unauthorized Business

SMBs are strictly prohibited from utilizing the Services to sell or promote any products or services other than those which are legal and that are set forth explicitly in the SMB's profile, excluding any which could be perceived as Commercial Content. Such prohibited businesses (the "Unauthorized Business") include:

(a) any illegal services or products;

(b) sexually-oriented or pornographic products or services;

(c) gambling activities, including contests, sweepstakes, and games of chance;

- (d) any service or product that is likely to be construed as promoting discrimination, hatred, or violence (including hate speech);
- (e) the sale of tobacco products, e-cigarettes, or smoking accessories;
- (f) the sale of alcoholic beverages or related accessories;
- (g) the sale of firearms, ammunition, or weapons of any kind;
- (h) financial or investment services;
- (i) any fraudulent, misleading, or abusive sales;
- (j) content that encourages self-harm, including but not limited to self-mutilation, suicide, or eating disorders.

Violation of this provision constitutes a Material Breach of these Terms of Use, which may result in immediate and permanent removal from the Services.

5.3 Unauthorized Business Content

Nyzer prohibits the sharing or posting of any content or material which advocates or displays Unauthorized Business Content. Unauthorized Business Content includes content related to:

- (a) Explicit UGC and Content Prohibitions: Hate speech, violence (including threats or glorification of violence), terrorism, discrimination, illegal drug use, child exploitation, explicit sexual material, pornography, copyright or trademark infringement, or other objectionable, harmful, or illegal activity.
- (b) Self-Harm and Illegal Acts: Content that encourages or provides instruction on illegal acts, self-mutilation, suicide, or eating disorders.
- (c) Illegal, Obscene, Abusive Content: Libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material, or content that abuses or discriminates on the basis of protected classes (race, religion, nationality, gender, sexual preference, age, region, disability, etc.).

Violation of this provision constitutes a Material Breach of these Terms of Use, which may result in immediate and permanent removal from the Services.

Part VI - SMB Accounts

6.1 SMB Accounts

Each SMB shall be given the opportunity to register via an online or mobile registration form to create an SMB account (hereinafter your "SMB Account") that will allow you to receive information from us and/or to participate in certain features of the Services. We will use the information you provide in accordance with our Privacy Policy. By registering with us, you represent and warrant that all information you provide on the registration form is current, complete, and accurate to the best of your knowledge. You agree to maintain and promptly

update your registration information so that it remains current, complete, and accurate. During the registration process, you may be required to choose a password. You acknowledge and agree that we may rely on this password to identify you. You are responsible for all use of your SMB Account, regardless of whether you authorized such access or use, and for ensuring that all use of your SMB Account complies fully with the provisions of these Terms of Use.

6.2 Transfer Prohibited

You agree that you shall not sell, trade, or transfer your SMB Account to any other person or entity.

6.3 SMB Account Guidelines

The rules set forth in Section 3.3. (Account Guidelines) are incorporated herein for all SMB Accounts.

6.4 Rights in Submissions

The rules set forth in Section 3.4. for Customer Accounts are incorporated herein for all SMB Accounts.

6.5 SMB Fees

Nyzer does not charge any Registration Fee or SMB Subscription Fee. You agree that a 10% Transactional Fee will be applied by Nyzer to each appointment processed via the Nyzer Application, which fee shall be deducted before settling the remaining funds to the SMB's designated bank account.

6.6 Compliance with all Terms of Sale

All sales and accepted bookings shall be binding. SMB agrees and acknowledges that he, she, or it, and not us, shall be solely responsible for delivery of any and all purchased services to Customers and that a contract for sale arises at the point where a Customer utilizes the Booking Services to book a service. Every sale shall be subject to the laws applicable, but there shall not be implied any right that is not a legal right and that is not set down in these Terms.

6.7 SMB Warranties; Restrictions

In addition to the Unauthorized Business and prohibited use of the Services set forth in these Terms, SMB warrants that any and all services (a) are not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party; (b) have not been identified by the U.S. Consumer Products Safety Commission and any other regulations set forth by the countries of sale as a defective product

or a product that poses a risk to health or safety; and (c) are marketed and sold in compliance with all applicable laws and regulations.

6.8 Termination by SMB

SMBs may terminate their SMB Account and/or the entirety of these Terms of Use with thirty (30) days advance notice to Nyzer at info.us@nyzerapp.com.

6.9 Maintenance of Calendar

The SMB is responsible for the accurate maintenance and updating of its calendar to show current, correct availability for the Booking Services. In no event shall Nyzer be held liable for double-bookings or other schedule-related errors.

6.10 Ethical Selling Tactics Required; Communication with Customers

SMBs shall utilize ethical selling tactics when promoting any and all services including refraining from the making of false and/or misleading statements regarding the services and/or SMB. SMBs expressly agree to conduct themselves at all times in an ethical, moral, and lawful manner. In order to assist with the same, Nyzer may from time to time in its sole and exclusive discretion place limits on the types of communications that SMBs may send to Customers, including but not limited to mass targeted marketing campaigns via SMS text, email, or push notification. In addition to the foregoing, SMBs shall not abuse any communication system made available to them, including but not limited to any mass marketing tools, and shall not in any way violate the guidelines set forth in Section 2.9 (Communications) or Section 2.10 (Privacy of Others; Marketing).

6.11 Unauthorized Access

SMB agrees to accept all risk of Unauthorized Access (as defined in Section 8.4) to its SMB Account and shall hold Nyzer harmless for any damages related thereto.

6.12 SMB Data

SMB agrees that Nyzer shall be entitled to use any and all of the data provided by SMB in Nyzer's sole and exclusive discretion.

6.13 Advertising and Commercial Content

The SMB is authorized to advertise and promote only the services and products (excluding the Unauthorized Business as defined above) set forth and agreed upon in the SMB's profile, including any discounts, sales, or promotions. Under no circumstances is the SMB permitted to conduct any transaction via the Services involving Commercial Content as defined in Section

1.1. Nyzer reserves the right, in its sole and exclusive discretion, to immediately and permanently remove any SMB that utilizes the Services to promote Commercial Content.

6.14 Payments to SMB

All funds received by Nyzer on behalf of the SMB through the Payment Services will be held in a custodial bank account in trust for the SMB, commingled with the funds of other SMBs, and will be settled to the SMB's designated bank account. Nyzer does not guarantee a precise transfer time.

6.15 SMB Transactional Fees

Nyzer will charge the SMB a Transactional Fee of 10% for each appointment processed via the Nyzer Application. Nyzer reserves the right, in its sole discretion, to waive or reduce this fee as part of promotional campaigns. This Transactional Fee covers all costs associated with using the Nyzer platform and includes a portion to cover third-party payment processing fees. Nyzer will deduct this 10% Transactional Fee from the SMB's total payment before settling the remaining balance to the SMB.

6.16 Payment of Additional Fees

SMBs are solely responsible for payment of all other fees associated with their respective SMB Accounts, including but not limited to any fees charged by the SMB's bank or payment service provider, or any other third-party service providers.

6.17 Tax Compliance

SMB is solely responsible for all federal, state, and local taxes, levies, fees, and other governmental charges in respect of the SMB Services, and any fees received by SMB from Customers.

6.18 Refunds and Cancellations

SMB agrees to abide by the terms of the Nyzer Refund/Cancellation Policy, the terms of which are incorporated herein by reference and available at https://www.nyzerapp.com/legaldocs/CancellationPolicy_Nyzer.pdf.

6.19 Compliance with Law

SMB must comply with all applicable laws and regulations in their jurisdiction related to their business and the services provided.

6.20 Unauthorized Business Prohibited

SMB shall not engage in any Unauthorized Business as defined in Section 5.2.

6.21 Unauthorized Business Content Prohibited

SMB shall not post or share any Unauthorized Business Content as defined in Section 5.3.

6.22 Business Licenses and Insurance

SMB represents and warrants that it holds all necessary business licenses and insurance required to operate its business and provide its services.

6.23 SMB Reviews

SMB agrees to abide by the terms set forth in Section 3.9 (Customer Reviews of SMBs).

6.24 Liability for Customer Actions

SMB acknowledges and agrees that Nyzer is not liable for any actions, omissions, or misrepresentations of any Customer.

6.25 Intellectual Property of SMB

SMB grants Nyzer a non-exclusive, worldwide, fully-paid, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any content or information provided by the SMB in connection with the Services.

6.26 Referral Fees

In the event Nyzer introduces a potential lead to the SMB that results in a service booking that is NOT processed via the Nyzer Application, Nyzer may charge a Referral Fee to the SMB. The Referral Fee shall be set by Nyzer in its sole and exclusive discretion, and shall be communicated to the SMB prior to the potential lead being introduced. In such an event, Nyzer and SMB shall agree in good faith on a set number of leads generated with Nyzer retaining ultimate authority to determine the same.

6.27 Transaction History

You may, at any time, access your transaction history via your Account settings. Such history may include the ability to track commissions and inventory and otherwise receive statistics and reports on the performance of your SMB. While we endeavor to keep all such information complete, timely, and accurate, we do not warrant that all transaction history shall be error-free. You are encouraged to maintain your own transaction history and financial information and to

verify the same with your corporate accountant. By using the Nyzer Application and Nyzer Site you acknowledge that your reliance on any such information provided by Nyzer is at your own risk. Nyzer shall not be held liable in the event such information is inaccurate or incomplete.

6.28 Personal Data Processing Agreement

By using the Application, the SMB agrees to the terms of the Personal Data Processing Agreement ("PDPA") available at <https://www.nyzerapp.com/legaldocs/PDPANyzer.pdf>. The SMB is the data controller of the personal data of a Customer (except for the data of the Customer who booked and paid for the service via the Application). The SMB is also the data controller of the personal data of a Customer with whom it enters into a contract outside the Application (e.g., at a salon). If the SMB enters this data into the Application, it is still the data controller, and Nyzer processes the data on behalf of the SMB under the Personal Data Processing Agreement. Nyzer is not responsible for the scope of Customers' personal data collected by SMBs and for the legality of the collection of such data by SMBs. The detailed obligations of the parties in this regard are contained in the Personal Data Processing Agreement.

Part VII – Intellectual Property; Privacy

7.1 Intellectual Property Rights Not Waived

This is an Agreement for access to and use of the Services, and you are not granted a license to any software or intellectual property by these Terms of Use. Services are protected by U.S. and foreign intellectual property laws. They may not be copied, reproduced, manipulated, altered, or used in any way without our prior written consent.

7.2 Feedback

You may have the opportunity to provide reviews, suggestions, ideas, and feedback (hereinafter, collectively, "Feedback"). Should you so provide such Feedback you grant us sole ownership of the same, which includes, without limitation, the right for us or any third party we designate, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed. All such Feedback shall be treated as non-confidential. If it is determined that you retain moral rights (including rights of attribution or integrity) in the content submitted by you, you hereby declare that (a) you do not require that any personally-identifying information be used in connection with the content, (b) you would not oppose the publication, use, modification, deletion, and exploitation of the content by Nyzer or its licensees, agents, or affiliates, and (c) you waive any and all claims for compensation.

7.3 Privacy Policy

Use of the Services is also governed by our Privacy Policy, which is incorporated herein by reference and available at https://www.nyzerapp.com/legaldocs/PrivacyPolicy_Nyzer.pdf. As part of a transaction made via the Nyzer Application, SMBs may obtain personal information, including payment information, a telephone number, and an email address, from a Customer/User. SMBs are independent controllers of this data, and are independently responsible for the safeguarding of Customer's personal information, as well as obtaining explicit consent from the Customer/User before marketing to them.

Part VIII – Disclaimers; Limitation of Liability

8.1 Disclaimers

You agree that your use of the Services shall be at your own risk. To the fullest extent permitted by law, Nyzer and its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Services and your use thereof. We make no warranties or representations about the accuracy or completeness of the Services' content or the content of any Web site, mobile application, or Third-Party Platform linked to the Services. We assume no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content, (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Services, (e) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (f) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services.

8.2 Limitation of Liability

In no event shall Nyzer or its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (collectively, the "Nyzer Parties"), be liable to you or any third party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (a) errors, mistakes, or inaccuracies of content, (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Services, (e) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (f) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services, whether based on warranty, contract, tort, or any other legal theory. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

8.3 Limitation of Total Damages

Notwithstanding any other provision of these Terms of Use, the maximum aggregate liability of the Nyzer Parties for any and all claims arising out of or relating to your use of the Services shall not exceed the greater of (a) Five Hundred U.S. Dollars (\$500.00) or (b) the amount of fees paid by you to Nyzer during the twelve (12) months prior to the event giving rise to the liability. This limitation is cumulative and not per incident.

8.4 No Liability for Third Parties

In no event shall Nyzer or its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (collectively, the "Nyzer Parties"), be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including but not limited to those resulting from lost profits, lost data, business interruption, or loss of goodwill, regardless of the form of action and even if any of the Nyzer Parties have been advised of the possibility of such damages, which arise out of or are any way connected with or relate to (1) this Agreement, (2) any use of the Services, hardware or accessories, materials, or the user content, (3) any failure or delay (including, but not limited to, the use or inability to use any component of the booking services or payment services), or (4) your visit to any SMB or the performance, non-performance, conduct, or policies of any SMB or Customer in connection with the Services. In addition, you specifically understand and agree that any third party directing you to the Nyzer site by referral, link, or any other means is not liable to user for any reason whatsoever, including, but not limited to, damages or loss associated with the use of the Services. Nyzer is neither an agent of nor otherwise associated with any SMB for which a Customer has made a reservation or paid a bill using the Payment Services. We disclaim any and all liability of any kind for any unauthorized access to and all such Claims.

8.5 Exceptions to the Disclaimers and Limitations of Liability

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Nyzer may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Nyzer's liability shall be the minimum permitted under such applicable law.

Part IX – Indemnification

9.1 Indemnification Generally

You agree to defend, indemnify and hold harmless Nyzer, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Services; (b) your violation of any term of these Terms of Use; (c) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that your Submissions or Commercial Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

9.2 SMB Indemnification

Each SMB agrees to defend, indemnify and hold harmless Nyzer, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) any injury, property damage, or other liability resulting from the SMB's services; (b) any breach of the SMB's representations and warranties under these Terms of Use; (c) the SMB's failure to comply with all applicable laws and regulations; or (d) any other act or omission of the SMB in connection with the Services.

9.3 Customer Indemnification

Each Customer agrees to defend, indemnify and hold harmless Nyzer, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) the Customer's failure to pay for services booked; (b) any breach of the Customer's representations and warranties under these Terms of Use; (c) the Customer's failure to comply with all applicable laws and regulations; or (d) any other act or omission of the Customer in connection with the Services.

9.4 Nyzer Recourse Claim

Nyzer shall be entitled to assert a recourse claim against the SMB, and the SMB shall be obliged to satisfy this recourse claim, in the amount of Nyzer's liability towards the Customer, limited to the amount of actual damages suffered by the Customer in connection with the use of the Application, which may not be higher than the amount paid by the Customer to the SMB for the services in connection with which the damage was incurred, provided that Nyzer's liability towards the Customer arose due to a breach of the SMB's obligations under the law or these Terms, or due to Nyzer processing the Customer's personal data on the SMB's instruction. The amount of the recourse claim shall be reduced by the part of the damage for which Nyzer is liable on its own (recourse claim), and the difference between the amount of damages paid by Nyzer corresponding to the part of the damage for which Nyzer is liable and the amount indicated in section 1 above, in connection with the limitation of Nyzer's liability described in this provision.

Part X - Legal Compliance

10.1 Legal Compliance

You shall comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the Services and any interaction you may have with other Users. You shall not use the Services for any illegal purpose.

10.2 GDPR, CCPA and Other Regulations

Nyzer is committed to compliance with GDPR, CCPA, and all other applicable data protection and privacy laws. Our Privacy Policy is designed to detail our compliance efforts and is incorporated herein by reference and available at https://www.nyzerapp.com/legaldocs/PrivacyPolicy_Nyzer.pdf.

Part XI - Miscellaneous

11.1 Severability

If any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

11.2 Termination

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by ceasing your use of the Services and, if you have an Account or SMB Account, by following the cancellation procedures in Sections 3.1 or 6.8, respectively. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Services (or any part thereof).

11.3 Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us

(including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

11.4 Electronic Communications

By using the Services, you agree to receive electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

11.5 Force Majeure

Nyzer shall not be liable for delays, failure in performance, or non-performance caused by circumstances beyond its reasonable control, including, without limitation, acts of God, wars, insurrections, fires, floods, earthquakes, nationalizations, strikes and breakdowns of public utilities (such as electricity or telecommunication services). We shall use all reasonable efforts to notify you of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

11.6 Assignment

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by User, but may be freely transferred, assigned, or delegated by Nyzer.

11.7 Rights of Third Parties

These Terms do not give any right to any third party unless explicitly stated herein.

11.8 Relationship of the Parties

The parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between them. Neither party has authority to enter into terms of any kind in the name of the other party or of any third-party that may have a right pursuant to these Terms.

Part XII – Arbitration Provision and Governing Law

12.1 Governing Law

These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Dominican Republic, without regard to its conflict of law principles. NOTWITHSTANDING THE FOREGOING, IF YOU ARE A RESIDENT OF THE EUROPEAN UNION OR THE STATE OF CALIFORNIA, THE LAWS OF YOUR RESIDENCE SHALL APPLY TO THE EXTENT REQUIRED BY MANDATORY CONSUMER PROTECTION LEGISLATION IN YOUR JURISDICTION.

12.2 Arbitration

For any and all Disputes, you and Nyzer agree that any such Dispute will be resolved through individual arbitration, unless otherwise stated in this section. The arbitration shall be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, or, if the AAA is unavailable, by another mutually agreed-upon administrator. The arbitration will take place in Santo Domingo, Dominican Republic, or at another location as mutually agreed.

12.3 Waiver of Class Action

YOU AND NYZER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless both you and Nyzer agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

12.4 Exceptions to Arbitration

Notwithstanding the foregoing, either party may bring an individual action in small claims court. In addition, either party may bring suit in a court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights.

12.5 Opt-Out of Arbitration

You may opt-out of the arbitration provision by sending Nyzer a written notice within 30 days of first becoming subject to this agreement, to Chronology Enterprises S.R.L., Av. Ortega y Gasset #16, Ensanche la Fe, D. N. Santo Domingo, 10514, República Dominicana, or via email to contact@nyzerapp.com. The opt-out notice must include your name, address, phone number, and a statement that you wish to opt out of the arbitration provision.

12.6 Fee and Cost Allocation

The party initiating the arbitration is responsible for paying all applicable filing, administrative, and arbitrator fees as required by the AAA rules. Each party shall be responsible for its own attorneys' fees and costs, unless the arbitrator determines that the claim was frivolous or brought for an improper purpose.

12.7 Judicial Forum for Disputes

In the event that the arbitration agreement is found not to apply to you or your claim, you and Nyzer agree that any judicial proceeding (other than small claims actions) must be brought in the courts located in Santo Domingo, Dominican Republic. Both you and Nyzer consent to the venue and personal jurisdiction there.

12.8 Survival

This Part XII will survive any termination of these Terms of Use.

12.9 Equitable Remedies

Notwithstanding the foregoing, you acknowledge that a breach of these Terms of Use could cause irreparable harm to Nyzer for which monetary damages would be inadequate, and you agree that Nyzer shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction.

Part XIII - Additional Terms for EU Customers

13.1 General

The following provisions apply only to Customers based and/or residing in the European Union.

13.2 SMB as Data Controller

As set forth in Section 6.28, the SMB is the data controller of the personal data of a Customer with whom it enters into a contract outside the Application. The SMB shall use technical and organizational measures to ensure adequate safeguarding of Personal Data. Such technical and organizational measures include, in particular: correct authentication within the Application; an adequate level of security within the IT equipment used in the Application; and correct processing, storage, and archiving of documents (including forms) containing Customer Personal Data and of any declarations and consents expressed by Customers.

13.3 Data Protection Breaches

The Parties shall notify each other immediately of potential breaches to the protection of Personal Data entrusted to Nyzer for processing under the PDPA. In the event of a suspected breach of Personal Data protection, the Parties undertake to cooperate. Information about a breach of the protection of Personal Data entrusted to Nyzer for processing under the PDPA shall include at least: a description of the nature of the breach, the name and contact details of

the data protection officer or other contact point, a description of the likely consequences of the breach, and a description of the measures taken or proposed to be taken to address the breach.

13.4 Term and Termination of PDPA

The PDPA is entered into between Nyzer and the SMB as soon as the SMB accepts the content of the Terms of Service during the Registration process. The PDPA is entered into, and Personal Data shall be processed, for the term of the Agreement, i.e., the PDPA is terminated without the need for any additional statements as a result of the termination or expiry of the Agreement. Nyzer may terminate the PDPA with immediate effect, without notice, if it is established that the SMB processes the Personal Data entrusted to Nyzer in an unlawful manner. In the event that Nyzer processes the Personal Data entrusted to Nyzer for processing under the PDPA in an unlawful manner, the SMB shall be entitled to terminate the PDPA with immediate effect by notifying Nyzer in writing.

Part XIV - Additional Terms for California Customers

14.1 General

The following provisions apply only to Customers based and/or residing in California, United States.

14.2 California Consumer Rights

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

14.3 CCPA Compliance

Nyzer is committed to compliance with the California Consumer Privacy Act (CCPA). Our Privacy Policy, available at https://www.nyzerapp.com/legaldocs/PrivacyPolicy_Nyzer.pdf, details our CCPA compliance efforts, including the types of personal information collected, the purposes for collection, and the consumer rights available.

14.4 CCPA Consumer Rights

California consumers have the right to: (a) request disclosure of the personal information collected about them; (b) request deletion of their personal information (subject to certain exceptions); and (c) not be discriminated against for exercising their CCPA rights. Requests to exercise these rights can be made as described in our Privacy Policy.

14.5 No Sale of Personal Information

Nyzer does not sell personal information as defined under the CCPA.

14.6 Digital Millennium Copyright Act (DMCA) Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify Nyzer's copyright agent as set forth in the DMCA.

Nyzer's Designated Copyright Agent:

Email: contact@nyzerapp.com

Phone/SMS: +1 849-868-1908

Legal Entity: Chronology Enterprises S.R.L.

Address: Av. Ortega y Gasset #16, Ensanche la Fe, D. N. Santo Domingo, 10514, República Dominicana

For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of the copyright owner or authorized representative;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing and information sufficient to permit us to locate the material;
4. Your contact information (address, telephone number, and email address);
5. A statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law;
6. A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Part XV - Content Guidelines and Enforcement

15.1 Content Policy

All Users and SMBs must adhere to the Unauthorized Business Content prohibitions in Section 5.3. Nyzer utilizes both automated and human-based content moderation to enforce these rules, in accordance with both Google Play and Apple App Store guidelines.

15.2 Explicit UGC and Content Prohibitions

Users are strictly prohibited from submitting, posting, or sharing any content or material that advocates or displays hate speech, violence (including threats or glorification of violence), terrorism, discrimination, illegal drug use, child exploitation, explicit sexual material,

pornography, copyright or trademark infringement, or other objectionable, harmful, or illegal activity. Violation of this policy will result in immediate and permanent account suspension and reporting to the appropriate legal authorities.

15.3 Content Moderation

Nyzer reserves the right to review, monitor, and remove any User-Generated Content (UGC) that violates these Terms or is otherwise deemed inappropriate or harmful by Nyzer in its sole discretion. Nyzer may utilize automated tools for content detection and removal. Users may report inappropriate content to help.us@nyzerapp.com.

PLATFORM-SPECIFIC REQUIREMENTS

Apple App Store/iOS Users

The following provisions apply only to users accessing the app via the Apple App Store or on Apple-branded devices. These terms do not apply to users who access or download the app via the Google Play Store or use Android or non-Apple devices.

Apple as Third-Party Beneficiary

You acknowledge and agree that Apple Inc. and its subsidiaries are third-party beneficiaries of this agreement. Upon your acceptance of these terms, Apple will have the right (and shall be deemed to have accepted the right) to enforce this agreement against you as a third-party beneficiary.

Apple Standard EULA

Your use of the app is also subject to the Apple Licensed Application End User License Agreement (EULA), which is incorporated by reference and available at: <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>. If there is a conflict between these Terms of Use and the Apple EULA, the Apple EULA shall prevail to the extent of the conflict.

Maintenance and Support

Nyzer is solely responsible for providing maintenance and support services with respect to the app. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the app.

Warranty

In the event of any failure of the app to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the app (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app.

Product Claims

Nyzer, not Apple, is responsible for addressing any claims by you or any third party relating to the app or your possession and/or use of the app, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

Intellectual Property Rights

In the event of any third-party claim that the app or your possession and use of the app infringes that third party's intellectual property rights, Nyzer, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Google Play/Android Users

Users installing via Google Play agree to Google's standard End User License Agreement (EULA) and Google Play Terms of Service, in addition to the app's own terms. Nyzer, its developers, and all associated third-party service providers are third-party beneficiaries entitled to enforce relevant sections under the Google Play distribution terms. See: https://play.google.com/intl/ALL_uk/about/play-terms/.

RELATED LEGAL DOCUMENTS

The following documents are incorporated by reference and form part of this Agreement:

Refund/Cancellation Policy

https://www.nyzerapp.com/legal_docs/Cancellation_Policy_Nyzer.pdf

Privacy Policy

https://www.nyzerapp.com/legal_docs/Nyzer_Privacy_Policy_EN.pdf

End User License Agreement (EULA)

https://www.nyzerapp.com/legal_docs/End_User_License_Agreement_EULA_Nyzer.pdf

Card/Personal Data Transmission Security Policy

https://www.nyzerapp.com/legal_docs/Card_Data_Transmission_Security_Policy_Nyzer.pdf

Disclaimer

https://www.nyzerapp.com/legal_docs/Disclaimer_Nyzer.pdf

CONTACT INFORMATION

For questions or concerns regarding these Terms of Use, please contact us:

For Customers:

Email: help.us@nyzerapp.com

Phone/SMS: +1 849-868-1908

For SMBs (Service Providers):

Email: info.us@nyzerapp.com

Phone/SMS: +1 849-868-1908

General Inquiries & Legal Matters:

Email: contact@nyzerapp.com

Phone/SMS: +1 849-868-1908

Mailing Address:

Chronology Enterprises S.R.L.

Av. Ortega y Gasset #16

Ensanche la Fe, D. N. Santo Domingo

10514, República Dominicana

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ACKNOWLEDGMENT

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