

TERMS AND CONDITIONS

Effective date (last updated): 3rd February 2026

Welcome to CohortHQ!

CohortHQ is an Entrepreneurship Ecosystem Management and Community Engagement platform, created to bring programmes' and communities' resources, communication, and management tools into one platform.

For the avoidance of doubt, CohortHQ belongs to Kappa London S.R.L. (Romania, Bucharest, Sector 1, Strada Gheorghe Lazar, nr. 9).

These terms and conditions (hereinafter the "**Terms and Conditions**") create a legally binding agreement between you and us, governing your utilization of our online platforms, including our website ([https:// www.cohorthq.app/](https://www.cohorthq.app/)), applications ("**App**"), and other related services accessible through our Website or App (collectively referred to as "**Services**" or "**Platform**").

By accessing CohortHQ, the Website, the App, or using the Services, you are expressly (without any limitation or qualification) agreeing to these Terms and Conditions and Privacy Policy. Please do not use this Website if you do not agree to these Terms and Conditions and the Privacy Policy. If you have any questions, please contact us at team@cohorthq.app.

The term "you" "your" (or a similar reference) and "User" refers to the user of the Services and the terms "us" "our" "CHQ" "Cohort" and "we" refer to CohortHQ.

These Terms and Conditions shall govern and apply to you and your use of it. It is important to note that these Terms and Conditions shall be deemed to apply to anyone viewing this Website and not only those that are using, browsing, or registered Users or are availing our Services.

Additional Definitions

In these Terms and Conditions, the following terms shall have the meanings ascribed to them:

Content: Any information, data, or material uploaded into the App or Website, including text, by you, your employees, representatives, or on your behalf by us.

Data Protection Laws: Applicable and binding laws on you, us, and the App, including but not limited to:

a) In the United Kingdom:

Data Protection Act 1998 and laws implementing Directive 95/46/EC (Data Protection Directive). GDPR, and corresponding or equivalent national laws or regulations.

b) In EU member states: Data Protection Directive or GDPR, and relevant member state laws or regulations corresponding to them.

c) Applicable United States of America's Data Protection and Privacy Laws.

d) Any laws replacing, amending, extending, re-enacting, or consolidating the above Data

Protection Laws.e) In case of non-applicability of the above-stated laws, the users will be bound by the data protection laws of the user's specific jurisdiction.

Data Protection Losses: All liabilities, including costs, claims, demands, actions, settlements,

interest, charges, procedures, expenses, losses, damages (material or non-material), administrative fines, penalties, sanctions, liabilities, remedies imposed by a Supervisory Authority, compensation ordered by a Supervisory Authority, and costs of compliance with investigations by a Supervisory Authority.

Data Subject Request: A request by a data subject to exercise rights under Data Protection Laws.

GDPR: General Data Protection Regulation (EU) 2016/679.

GDPR Date: 25 May 2018.

IPR: All intellectual property rights, including copyright, related rights, computer software rights, design rights, trademarks, database rights, patents, trade secrets, know-how, rights in confidential information, and all similar or equivalent rights.

License Fee: Monthly or annual fee payable for access to and use of the App and/or website, as detailed on our website.

Personal Data Breach: Breach of security leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to personal data for which you are the data controller.

Party/Parties: Refers to both you and us.

Supervisory Authority: Local, national, or multinational agency responsible for administering Data Protection Laws.

Term: These terms and conditions apply to each and every time a user uses the website and/or the application or avails any of the Services provided therein.

Terms: These terms and conditions.

Us, we, our, CHQ, Cohort: CohortHQ.

Your, you: The organization or person requiring access to the App or the website.

- All references to the singular shall mean the plural and vice versa, references to persons include companies, partnerships, and other organizations, and references to the masculine include the feminine and neuter, and vice versa.
- All references to "processing," "personal data," "data controller," "data processor," and "data subject" have the meanings given in the applicable Data Protection Legislation.

ACCESS OF CohortHQ

Your access to and use of our Services indicates your acknowledgment, understanding, and agreement to comply with these Terms. If you do not agree with any of the Terms, please refrain from using our Services. Additionally, by using our Services, you confirm that you have familiarized yourself with our Privacy Policy, and understand how we collect, use, and share your personal information.

To provide further clarification (without limiting the explicit language of these terms), you

acknowledge the following:

Each component of our Services is licensed to you and should be used as outlined in these Terms.

The utilization of the Services may be subject to separate third-party terms of service and fees, such as those from your mobile network operator, for which you are solely responsible.

Your consent is granted for the collection, use, and disclosure of your personally identifiable information in accordance with our Privacy Policy.

The Services are provided "as is" without warranties of any kind, and our liability to you is limited.

Disputes arising under these Terms will be resolved through binding arbitration, as detailed below.

If you are utilizing our App on an iOS-based device, you acknowledge and agree to the terms below.

Our Commitments

- We will grant you a non-exclusive, non-transferable right to access and utilize CohortHQ for your internal business needs, in accordance with the terms outlined herein.
- Upon your agreement, we will give you login credentials to facilitate your connection to CohortHQ.
- We retain the right to suspend your access and/or use of CohortHQ as needed for essential emergency and urgent maintenance. Notice of routine maintenance will be provided in advance, and such maintenance will occur outside of core working hours.

API Usage Terms

The users of the App may access their Service data through the Application Program Interface ("API"). The utilization of the API, whether directly or through a third-party product that interacts with the Service, is governed by the overarching Terms, along with the following specific terms:

Access Restrictions:

You are prohibited from selling, renting, leasing, sublicensing, redistributing, or syndicating access to our API.

You may not, and you may not permit any third party to:

- (i) Access our API or documentation in violation of any law or regulation.
- (ii) Access our API in a manner that compromises, circumvents, or breaks any of our technical processes or security measures associated with the Services, posing a security vulnerability to customers or users.
- (iii) Access our API or documentation with the intent to replicate or compete with the Services.
- (iv) Attempt to reverse engineer or derive source code, trade secrets, or know-how from our API or Services.
- (v) Use our API in a manner that exceeds rate limits or constitutes excessive or abusive usage.

Limitation of Liability:

You explicitly understand and agree that CHQ shall not be held liable for any damages or losses resulting from your use of the API or third-party products accessing data via the API.

Compliance and Remediation:

In cases where we identify a violation of the Terms that can be rectified through your

modification or update of usage, we will generally request direct action from you rather than intervening.

However, in instances where you are unresponsive or if there is a credible risk of harm to us, the Services, our customers, users, or any third parties, we reserve the right to take appropriate action.

These API Usage Terms aim to ensure responsible and secure access to our services, fostering a positive experience for all users.

AI-Powered Platform Capabilities

CohortHQ incorporates advanced artificial intelligence (AI) and machine learning technologies to enhance user experience, automate workflows, and provide intelligent recommendations. By using our Services, you acknowledge and consent to the use of these AI-powered features as described below.

AI Features and Functionality

Our platform employs AI and machine learning algorithms for the following purposes:

- **Intelligent Matching Algorithms:** AI-powered matching engine that analyses user profile data, stated objectives, industry focus, engagement patterns, behavioural signals, and explicit preferences to facilitate optimal founder-to-founder, founder-to-mentor, and other user-user connections. The matching algorithm continuously learns from interaction data to improve recommendation quality over time.
- **Personalised Content Recommendations:** AI-driven content curation system that surfaces relevant resources, discussions, events, and cohort activities tailored to each user's interests, engagement history, and programme participation. This includes personalised feed digests that highlight meaningful updates specific to individual user contexts.
- **Automated Content Generation and Enhancement:** AI-assisted content creation including automated naming and categorisation of discussion threads, generation of topic summaries, and enhancement of user-submitted content to improve discoverability and engagement.
- **Predictive Analytics:** Machine learning models that analyse historical engagement patterns and current behavioural indicators to forecast likely attendance, mentor demand, resource utilisation, and potential founder disengagement risks. These predictive insights enable proactive programme optimisation.
- **Natural Language Processing:** AI-powered text analysis for content moderation, sentiment analysis, topic extraction, and enhanced search functionality across platform resources and conversations.
- **Workflow Automation:** Intelligent automation of programme delivery workflows including conditional notifications, policy enforcement, budget reconciliation, and administrative task prioritisation based on contextual triggers and historical patterns.

Data Usage for AI Processing

To provide AI-powered features, we process User Content, profile information, usage patterns, engagement metrics, and interaction data in accordance with our Privacy Policy. All AI processing is conducted in compliance with applicable Data Protection Laws. AI models are trained and operated in a manner designed to protect user privacy and maintain data security.

AI Limitations and User Responsibility

While our AI features are designed to enhance platform functionality, users acknowledge that:

- AI-generated recommendations, predictions, and automated decisions are probabilistic in nature and may not always be accurate or optimal for every situation.
- Users retain full discretion in accepting or rejecting AI-generated suggestions, matches, or recommendations.
- CohortHQ does not guarantee specific outcomes from AI-powered features, and users should exercise independent judgment in their use of platform recommendations.
- AI models may evolve over time as we improve algorithms, which may result in different recommendations or automated behaviours for similar inputs.

Human Oversight and Control

Administrator users retain the ability to override AI-generated recommendations, moderate AI-assisted content, and configure the extent to which AI features are enabled within their programmes. CohortHQ maintains human oversight of AI systems to ensure responsible operation and adherence to platform policies.

AI Feature Updates

We reserve the right to modify, enhance, or discontinue AI features as technology evolves and platform capabilities develop. Material changes to AI functionality will be communicated in accordance with our modification procedures outlined in these Terms.

Feedback and AI Improvement

Aggregated and anonymised usage data, including user interactions with AI-generated recommendations, may be used to improve our AI models and platform functionality. This usage does not identify individual users and is conducted in compliance with Data Protection Laws.

Apple User's Notice

Please be advised of the following terms related to your use of our applications on Apple devices.

Terms Agreement:

- You recognize that these Terms establish an agreement solely between you and CohortHQ and not with Apple. Apple bears no responsibility for any App or its content.

Maintenance and Support:

- Apple is not obligated to provide any maintenance or support services for any App. Any issues related to the conformity of an App to applicable warranties may be directed to Apple for potential refund considerations.

Warranty Disclaimer:

- Apple disclaims any warranty obligation concerning any App to the maximum extent permitted by applicable laws. This includes any failure of an App to meet warranty standards or any other warranty-related concerns.

Claims and Liability:

- Apple is not liable for addressing claims by you or any third party, including product liability, non-compliance with legal or regulatory requirements, or claims under consumer protection legislation, relating to any App or your possession and use of it.

Intellectual Property Rights:

- Apple is not responsible for the investigation, defense, settlement, or discharge of any third-party claim related to the infringement of intellectual property rights due to your possession and use of any App.

Compliance with Third-Party Terms:

- You are required to comply with any applicable third-party terms when using any application.

Third-Party Beneficiaries:

- Apple and its subsidiaries are acknowledged as third-party beneficiaries of this section of the Terms. Upon your acceptance of these Terms, Apple is granted the right to enforce this section against you as a third-party beneficiary.

Representation and Warranty:

- You affirm that you are not located in a country subject to U.S. Government embargo or designated as a "terrorist supporting" country. Additionally, you are not listed on any U.S. Government list of prohibited or restricted parties.

Translation Disclaimer:

- If CohortHQ provides a translation of the English language version of these Terms, the translation is provided for convenience, and the English version will prevail.

Third-Party Software Usage

When downloading software associated with any App, it includes a set of components, incorporating specific third-party software subject to separate license terms. Your utilization of the third-party software alongside the App, following the terms outlined in these Terms, is permitted.

However, it's essential to note that you may possess broader rights under the relevant third-party terms, and these Terms are not intended to impose additional restrictions on your use of the third-party software.

Intended Audience Statement

Our Services are not directed, marketed, or intended for individuals under the age of 18. We strongly encourage parents to oversee their children's digital activities and explore parental control tools provided by online services and software manufacturers. These tools contribute to creating a child friendly online environment and help prevent children from disclosing personal information without parental consent.

If you are utilizing the Services on behalf of another person, you affirm that you are authorized to accept these Terms on their behalf. Furthermore, the person you represent agrees to be accountable to us if either you or the represented individual violates these Terms.

Account Management and Security

Eligibility:

To use our Services, you must be at least 18 years old. By accepting these Terms, you confirm that: (a) you meet the age requirement; (b) you have not been previously suspended or removed from our

Services; and (c) your registration and usage comply with applicable laws and regulations. If you are representing an entity, organization, or company, you assert that you have the authority to bind them to these Terms.

Registration:

While browsing public-facing pages is open to eligible users, creating an account ("Account") is necessary for accessing most features. Each organization appoints an administrator ("Administrator") for their Account, and Authorized Users are individuals authorized by the Administrator. Together, they are termed "Registered Users," while all users, regardless of registration status, are collectively referred to as "Users".

Account Security:

Your Account is personal, and sharing or allowing third-party access is prohibited. You are responsible for all activity under your access credentials and must take reasonable measures to prevent unauthorized access. Safeguard your username, email address, password, and device used for access. You are urged to change your password periodically, and customer support can assist with resets. Notify us promptly at team@cohorthq.app if you suspect unauthorized access. CohortHQ has the ability to access your account for support and moderation purposes but respects your privacy. You bear responsibility for losses due to unauthorized Account use.

Restrictions, Ownership, and License

Materials Protection:

The materials associated with the Services (collectively, the "Materials") are legally safeguarded, including under United States (U.S.), United Kingdom (U.K.) and international copyright, trademark, patent, trade secret, and other intellectual property laws. CohortHQ, operating from its Romanian offices, asserts no representation that the Services or Materials are suitable or available in another location, and access from territories where content is illegal is forbidden.

Ownership and License:

All rights, title, and interest in the Services and Materials, including copyrights and trademarks, belong to CohortHQ or the material licensor. Names, designs, graphics, data, images, logos, and icons on the Services and Materials are proprietary to CohortHQ or the licensor. The compilation of content, including the Services' look and feel, is the exclusive property of CohortHQ, protected by U.S., U.K., and European copyright laws. Unless expressly provided, nothing in these Terms or elsewhere grants you a license or right under copyright, trademark, or other intellectual property rights anywhere in the world.

Limited License:

You are granted a personal, non-exclusive, non-transferable, limited license to use the Services in accordance with these Terms. Modification, copying, distribution, reproduction, creation of derivative works or sale of information obtained from the Services is not allowed. Unauthorized use may terminate the granted license(s).

Mirror Servers and Unauthorized Use:

Without CohortHQ's permission, you may not "mirror" Materials on any other server. Unauthorized use may lead to legal consequences under copyright, trademark, privacy, publicity, and communications laws.

Submission Ownership and Responsibility:

Any Submission (submissions, suggestions, ideas, feedback) communicated to CohortHQ becomes exclusive property of CohortHQ. CohortHQ is not obligated to treat Submissions as confidential and holds exclusive ownership, including commercial rights. You acknowledge full responsibility for submitted material, including legality, reliability, appropriateness, novelty, and copyright.

Monitoring and Liability: CohortHQ has the right, but not the obligation, to monitor, edit, or remove any activity or content.

CohortHQ assumes no liability for content posted by you, users related to your organisation, programs or ecosystems or any third party.

Trademarks Usage:

Trademarks, service marks, and logos on the Services (including Materials) are registered and unregistered Trademarks of CohortHQ or others. No license or right to use any Trademark is granted without the written permission of the owner. CohortHQ's Trademarks may not be used in advertising or publicity without prior written permission. Use of CohortHQ's name or logo as a "hot" link to any website requires CohortHQ's approval in writing.

User Conduct Agreement

As a crucial aspect of using any of the Services, you explicitly agree not to permit any third party to:

Prohibited Actions:

- a. Use any of the Services for any purpose that is unlawful or prohibited by these Terms.
- b. Intentionally submit or transmit inaccurate information through the Services.
- c. Impersonate or pretend to be anyone else while using the Services.
- d. Use the Services in a manner that could damage, disable, overburden, or impair any of the Services, or interfere with anyone else's use.
- e. Attempt to gain unauthorized access to CohortHQ's computer and software systems or networks connected to CohortHQ through hacking, password mining, or any other means.
- f. Attempt to reverse engineer any portion of any of the Services or infringe on the intellectual property rights of others.
- g. Obtain or attempt to obtain any materials or information through means not intentionally made available through the Services.
- h. Attempt to circumvent any content-filtering techniques employed by us or access any feature or area unauthorized.
- i. j. Introduce any malicious or technologically harmful material into our Services. Develop or use any third-party applications that interact with our Services without our prior written consent, including scripts designed to scrape or extract data.
- k. Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

Adherence to these conduct guidelines is crucial for maintaining a positive and secure environment within our Services.

Third-Party Content Disclaimer

Linkage to Third-Party Websites:

The Services may include content extracts from and links to or from third-party websites. CohortHQ lacks control over the content or privacy policies of these external websites or their advertisers.

Information Submission Warning:

When navigating to a linked website, recognize that the third party operating it may have access to any information you submit through that platform. CohortHQ is not accountable for any failure by a third party to establish or adhere to its or our Privacy Policy.

Privacy Policy Verification:
Prior to submitting any personal information, it is your responsibility to check the privacy policy of each website you visit. CohortHQ is not liable for any discrepancies in privacy practices between the third-party websites and our own.

No Endorsement Implied:

Links to third-party websites do not imply an endorsement of those websites by CohortHQ. It is advised to exercise caution and review the privacy policies of external sites independently.

User Content Terms

Company Content:

If you use the Services on behalf of a company, you may submit content, and CohortHQ assets with no ownership of your company's content. You or your applicable third-party licensor retain all copyright, patent, and trademark rights to any company content posted on or through the Services.

Messages:

Users can send messages ("Messages") to others, with CohortHQ retaining the right to terminate message-sending ability at any time without notice. Messages are monitored for compliance with these Terms and are not confidential or proprietary.

User Content:

All shared content among Users or with CohortHQ is collectively termed "User Content."

License to CohortHQ:

You grant CohortHQ a worldwide, non-exclusive, sub-licensable, royalty-free, transferable, limited license to use, modify, host, store, remove, publish, perform, reproduce, transmit, or display User Content to facilitate its display and use according to your Account settings and chosen Services features. CohortHQ may use content in an aggregated manner or for analytics but not in a way that specifically identifies you.

Consent to CohortHQ to Modify

You hereby provide consent to CohortHQ to modify and/or update the profiles of the users on their behalf, using the publicly available information, to facilitate the engagement of users.

License to Other Users:

By posting User Content, you grant other Users a non-exclusive license to share, access, and use that content as permitted by these Terms and Services functionality.

Content Disclaimer:

You acknowledge encountering third-party content, including User Content, which may contain errors or be objectionable. Your use of Services is at your sole risk, and CohortHQ disclaims liability for offensive, inaccurate, incomplete, untimely, invalid, illegal, or objectionable content.

CohortHQ is not obligated to control User Content but reserves the right to screen, remove, edit, or block any content violating these Terms or deemed objectionable.

Creator Terms and Conditions:

Creators forming communities through the Services may present their terms and conditions and privacy notices to Users. By participating or accepting these terms, you signify agreement. Such terms must not conflict with these Terms or our Privacy Policy. CohortHQ disclaims responsibility for creator content, and creator terms and conditions are treated as Third-Party Materials under these Terms.

Revision Date, Modifications; Suspensions, and Terminations

These Terms are effective and were last updated as of the revision date at the beginning of these Terms. CohortHQ holds the right to revise these Terms at its sole discretion. If changes occur, the revised Terms will be posted, and the revision date updated above. Notification may be provided through email or within our Services, though it is not obligatory. Revisions become effective and binding upon posting on the Services. Continued use of any of the Services post-revision indicates your agreement to the updated Terms.

Termination and Discontinuation:

CohortHQ expressly reserves the right to terminate or discontinue any of the Services at any time and for any reason, with or without notice to you.

Disclaimer Terms

Services and Materials Disclaimer:

The Services, Materials, and all content are provided on an "as available" and "as is" basis, without warranties of any kind, either express or implied. We make no representations or warranties that the Services and Materials are free of errors, defects will be corrected, or the Services are free of viruses or harmful components. Your access to, reliance on, and use of the Services or any content is at your own risk. We disclaim any responsibility for damage to your device or loss of data resulting from the download of content, material, and/or data.

We make no representation, and provide no warranty, guarantee, or undertaking, that the App is free from bugs, errors, or mistakes, or that it will meet your specific requirements. It is your responsibility to ensure that the App or the website aligns with your needs. You understand and acknowledge that CohortHQ does not provide any guarantee regarding the user interface, content, and design of the App or the website and CohortHQ is entitled to change, update, or modify the same without any prior notice.

Quality and Reliability Disclaimer:

We make no representation or warranty as to the quality, reliability, completeness, accuracy, timeliness, availability, security, or functionality of the Services or any content thereon. We are not liable for any harm to your computer system or mobile device or loss of data resulting from your access to or use of the Services.

We shall bear no responsibility for operational challenges resulting from the integration of the App with third-party equipment or software that has not been supplied or approved by us. Additionally, any modifications, variations, or additions made to the App that are not undertaken by us, as well as issues arising from abuse, corruption, or incorrect usage of the App, including but not limited to its

use with incompatible hardware and/or software, are beyond our liability scope. Service Availability

Disclaimer:

We do not guarantee that the Services will meet your requirements or be continuously available, uninterrupted, secure, or error-free. The Services may be unavailable due to maintenance, repairs, computer problems, crashes, disruption in internet service, or other unforeseen circumstances.

Responsibility Disclaimer:

We disclaim responsibility for any loss, injury, claim, liability, or damage resulting from errors or omissions in the Services and content, third-party websites or content accessed through links, unavailability of the Services, your use of the Services, or your use of equipment or software in connection with the Services.

Third-Party Dealing Disclaimer:

Any dealings with third parties, including advertisers and sponsors, appearing on the Services or materials provided, are solely between you and such third parties. We are not responsible for examining or evaluating these businesses or individuals or the content of their websites or your contractual agreements with those third-parties. We disclaim any responsibility or liability for the actions and content of third parties.

Accuracy Disclaimer:

We attempt to display materials and information accurately but do not guarantee their accuracy. Some jurisdictions may not allow the disclaimer of implied terms, so some or all disclaimers in this section may not apply to you.

Trademarks and Copyrights

All intellectual property rights, copyright, whether registered or unregistered, in the Website or in the App, information content on the Website, and all the Website and App design, including, but not limited to text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain our property.

Limitation of Liability

Scope of Liability:

In no event will we or our directors, officers, employees, affiliates, subsidiaries, parent companies, members, shareholders, agents, or other representatives be liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages of any kind, arising out of or related to the Services.

Neither Party assumes liability to the other Party (in any form, including tort) under or in connection with these Terms or their subject matter for:

- (i) loss of profits or the loss of the use of money or anticipated savings;
- (ii) loss of revenue;
- (iii) business interruption; loss of or damage to reputation or goodwill;
- (iv) loss of opportunity or contracts;
- (v) wasted management or other staff time;
- (vi) losses or liabilities under or in relation to any other contract; or
- (vii) loss of, damage to, or corruption of data or information, whether direct, indirect, special, and/or consequential loss or damage; or

(viii) for any other form of indirect, special, and/or consequential loss or damage of any kind.**Data**

Protection

We affirm that we have taken reasonable steps to implement suitable technical and organizational measures to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to any Content containing personal data ("Individual Information"), as per the interpretation of the term in accordance with Data Protection Laws. We have also taken reasonable steps to establish adequate security measures to prevent unauthorized access to Individual Information.

From the GDPR Date onwards, persons authorized by us to process personal data are bound by a written contractual obligation to maintain the confidentiality of the personal data, unless disclosure is required by applicable law.

Starting from the GDPR Date, considering the nature of the processing, we will take reasonable steps to implement and maintain technical and organizational measures to assist you in fulfilling your obligations regarding Data Subject Requests relating to personal data processed by us as the data processor.

We will take steps to ensure all processing of Individual Information conducted by us complies with Data Protection Laws, and we will conduct ourselves accordingly. In case of a Personal Data Breach involving personal data processed by us as a data processor on your behalf, we will promptly notify you and provide details of the breach.

We will assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws), taking into account the nature of the processing and the information available to us.

You are obligated to comply with Data Protection Laws in connection with the processing of personal data, the use of the App, and the exercise and performance of your rights and obligations under these Terms, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws.

You warrant and undertake that all data sourced by you for use in connection with the App will comply with Data Protection Laws in all respects. You further warrant that all instructions given by you to us regarding personal data will be in accordance with Data Protection Laws. You assume full responsibility in fulfilling your obligations related to Data Protection Laws including the processing of Individual Information.

Regarding the processing of personal data on your behalf:

(i) We shall process the personal data in accordance with your documented instructions as set out in these Terms.

(ii) If an applicable law requires us to process personal data other than in accordance with the instructions, we shall notify you unless prohibited by law.

(iii) We shall inform you if we become aware of a Processing Instruction that, in our opinion, infringes Data Protection Laws; however, we shall have no liability for losses arising from processing in accordance with your instructions following your receipt of that information. This provision applies from the GDPR Date.

Third parties may process personal data on our behalf when providing certain services. You consent to us appointing specific sub-processors, and we confirm that we have entered or will enter into a written agreement with each sub-processor incorporating terms similar to those in this clause. Each party shall indemnify the other party for Data Protection Losses arising from non-compliance with Data Protection Laws or these Terms.

Fees

- As a consideration for our agreement to provide you with the non-exclusive, non-transferable right to access and use the Facility (solely for your internal business purposes) in accordance with these Terms, you agree to remit the License Fee.
- The License Fee, as specified in the order schedule, is payable immediately and is due on the date of the invoice.
- Cancellation fees for scheduled training days will be as follows: with at least 14 days written notice, no charge will apply; with less than 14 days written notice, a 50% charge of the training day cost is payable; with less than 7 days' written notice, the full cost of the training day is payable. However, in cases where non-refundable expenses have been incurred, such as travel, accommodation, and car hire, the complete cost of these expenses will be payable upon any cancellation at any time.
- The termination, repudiation, or expiration of these Terms will not release you from the obligation to pay License Fees for any granted right of access to the Facility that occurred prior to the termination, repudiation, or expiration date of these Terms. All purchased and taken training days must be settled upon termination, and no pro-rata refunds will be issued for Facility usage.

Force Majeure

We shall not be held liable or accountable for any failure to perform, or delay in the performance of, our obligations under these Terms due to events beyond our reasonable control (Force Majeure Event).

A Force Majeure Event encompasses, but is not limited to, the following:

- a. Strikes, lockouts, or other industrial actions;
 - b. Civil commotion, riot, invasion, terrorist attacks, or threats of terrorist attacks, war (declared or not), or preparation for war;
 - c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters or Acts of God;
 - d. Inability to use railways, shipping, aircraft, motor transport, or other means of public or private transport;
 - e. f. g. Inability to use public or private telecommunications networks;
- Acts, decrees, legislation, regulations, or restrictions imposed by any government; and
Non-delivery or delayed delivery of products or services to us by third parties.

Our performance under these Terms is considered suspended during the continuance of the Force Majeure Event, and we shall be entitled to an extension of time for performance equal to the duration of that period.

Total Liability Limit

Our total liability, whether in contract, warranty, tort (including negligence), or otherwise, even if foreseeable, will not exceed the greater of (i) the total amount you spent on your business dealings with us during the most recent month or (ii) if you have not paid us, the amount of £50.

Survival of Exclusions and Limitations

These exclusions and limitations of liability will apply to the fullest extent permitted by law and will survive cancellation or termination of your use of the website or the App.

Legal Compliance Notice

Certain applicable laws may not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.

Disputes with Third Parties

Non-Affiliation Disclaimer:

CohortHQ is not affiliated with any non-employee worker, buyer, or third-party service. Any dispute you have with any non-employee worker, buyer, third-party service, or other third party, including, without limitation, any other user of the service, is directly between you and that third party.

Release of Claims:

You irrevocably release CohortHQ from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with those disputes.

Precautions and Assumption of Risk:

You will take reasonable precautions in all interactions with other users, particularly if you meet offline or in person. You assume all risk when engaging the services of any other user and in connection with using the service, including but not limited to any risks associated with sharing confidential information with any other user.

Responsibility for Payment:

Should you perform work as an independent contractor facilitated by CohortHQ for a third party, you acknowledge that the third party for whom you perform such work is the party ultimately responsible for paying you for that work.

Reimbursement and Release of Claims:

Should CohortHQ not receive payment from the third party, CohortHQ reserves the right to require you to seek any reimbursement for your work directly from the third party. In such an instance, you agree to hold CohortHQ harmless and release CohortHQ from any associated claims.

Dispute Resolution; Binding Arbitration

Arbitration Agreement Overview:

Read this section carefully as it outlines the parties' agreement to arbitrate disputes and limits the manner in which relief can be sought. This Arbitration Agreement applies to and governs any dispute, controversy, or claim between you and us related to these Terms, the Services, transactions, or any aspect of your relationship with us.

Informal Dispute Resolution:

Before resorting to arbitration, for any Claim, you agree to contact us at team@cohorthq.app and attempt to resolve the dispute informally. If a Claim remains unresolved after sixty (60) days, both parties agree to resolve it through binding arbitration by the applicable Romanian Court as

selected by Kappa London S.R.L. Arbitrator's Authority: The arbitrator has exclusive authority to resolve disputes related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement.

Exceptions to Arbitration:

This Arbitration Agreement does not prevent seeking injunctive relief from courts for infringement, misappropriation, or violation of data security, intellectual property rights, or other proprietary rights.

It also allows claims in small claims court on an individual basis and certain disputes may be litigated in court.

Severability:

If any provision of this Arbitration Agreement is found void, unenforceable, or unlawful, the void part shall be severed. Severance does not impact the remaining provisions, which shall remain in force.

Governing Law and Venue Overview:

These Terms shall be governed entirely by and construed in accordance with the laws of Romania, including all non-contractual disputes or claims arising out of the subject matter herein. Any claim or dispute arising from or related to these Terms, including their enforcement or termination, shall be subject to the non-exclusive jurisdiction of the courts of Romania. The Parties hereby irrevocably submit to the jurisdiction of these courts.

Termination Overview:

CohortHQ reserves the right to terminate your access at any time and for any reason, without prior notice. The provision highlights that CohortHQ will not be liable or obligated to provide a refund for any amounts paid in the event of termination, to the fullest extent permitted by applicable law. Termination, repudiation, or expiration of these Terms will not prejudice any accrued rights of either party and will not impact obligations explicitly stated to remain unaffected by repudiation, expiration, or termination.

Upon termination for any reason:

- (i) All rights granted to you under these Terms will cease.
- (ii) You must discontinue all activities authorized by these Terms.
- (iii) You are required to promptly settle any outstanding sums due to us under these Terms.
- (iv) Upon termination, you must not use, replicate, or make use of any intellectual property, content, or material from the Website, services or the App. This includes but is not limited to text, images, logos, and any other proprietary information.
- (v) You are prohibited from engaging in any actions that may infringe upon the intellectual property rights of the website or the App, its owners, or any third parties associated with the website.
- (vi) Any unauthorized use or reproduction of the website's content or intellectual property after termination may result in legal action being taken against you.

Severability

If any term, clause, or provision of these Terms is deemed invalid or unenforceable, that specific part will be considered separate from the rest of the Terms. The invalidity or unenforceability of one part will not affect the validity or enforceability of the remaining parts of the Terms.

Assignment

In the event of certain corporate transactions, such as the sale of assets, acquisition, or merger involving CohortHQ, users authorize CohortHQ to transfer or assign the information they provided or that was collected during their use of the Services to the acquiring or merging entity.

You are prohibited from sub-licensing, transferring, assigning, sub-contracting, charging, or otherwise disposing of any of your rights or obligations under these Terms without obtaining our prior written consent.

Amendment

You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website or the Services following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

Consent to Contact the Users

By agreeing to these Terms and Conditions, you provide your consent to CohortHQ and its representatives to contact you through the provided information such as the contact number and email address for the purposes of App installation, facilitation of the onboarding process, guidance on usage, presenting offers, and updating regarding the new features and services of CohortHQ.

Consent to Electronic Communication

By using the Services, users consent to receive electronic communications from CohortHQ pertaining to their Account, operational matters, and informational purposes. Additionally, users agree that their use of the Services implies affirmative consent for CohortHQ to use electronic records or digital signatures to fulfill any legal requirements for providing information in writing, and this consent remains in effect unless explicitly withdrawn.

General

The Terms represent the complete agreement between you and CohortHQ regarding access to and use of the Services. The user hereby understands that in addition to these Terms, the Parties may enter into additional agreements which shall be equally binding of the Parties. In case of a conflict between these Terms and Conditions and any other agreement the Parties have entered into, the conflicting terms of the other agreement shall prevail. Any and all other Terms that are not conflicting shall be fully binding on the user.

The Terms, along with any associated rights and licenses, cannot be transferred or assigned by the user without CohortHQ's prior written consent. Waiver of any provision is not considered a waiver for subsequent instances, and CohortHQ's failure to assert a right or provision does not waive that right or provision. The Terms are intended for the benefit of the parties involved and do not confer third-party beneficiary rights to any other person or entity.

Questions

If you have any additional questions or concerns related to this statement and/or our practices, please email us at team@cohorthq.app. Terms and Conditions were last updated on 3rd February 2026.