

Terms of Service and Purchase (SaaS)

1. Scope

These Terms govern the access to and use of the software-as-a-service (SaaS) products and related services ("Services") provided by Original Global Impact Inc., a Wyoming corporation ("Company" or "Provider"). By purchasing or using any Service, the Customer unconditionally accepts these Terms.

2. Access to Services

2.1. Payment of the applicable fee grants the Customer solely the right to access and use the specific SaaS purchased, subject to these Terms.

2.2. No ownership rights are transferred to the Customer.

2.3. The Services are licensed, not sold.

3. Pricing, Billing and Taxation

3.1. Services may be offered as one-time purchases or as recurring subscriptions (monthly or annual).

3.2. For subscription Services, non-payment results in immediate suspension of access. If renewal occurs within ten (10) days from suspension, access will be restored.

3.3. Customers outside the EU (B2B and B2C): Sales are invoiced by Original Global Impact Inc.

3.4. Customers within the EU (B2B): Sales are invoiced by Original Global Impact Inc. under the reverse charge mechanism.

3.5. Customers within the EU (B2C): Sales are invoiced via a partner EU-based company under the OSS regime.

3.6. The Company reserves the right to change the billing entity at its sole discretion.

4. Right of Withdrawal and Refunds

4.1. For B2C customers: A 14-day withdrawal right applies unless the service has been accessed/used, in which case the right is forfeited.

4.2. For B2B customers: No withdrawal or refund rights apply.

4.3. Subscriptions may be cancelled by the Customer at any time. No refunds are granted for partially used subscription periods, and access remains active until the end of the paid term.

5. Limitation of Liability

5.1. The Company's total liability for any claim arising out of or relating to the Services is strictly limited to the amount paid by the Customer for the Services in the preceding three (3) months.

5.2. The Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages.

6. Performance Disclaimer

6.1. The Company does not warrant or guarantee any particular results, revenue increase,

or business success from the use of the SaaS.

6.2. The Customer acknowledges that outcomes depend solely on their own actions.

7. Customer Obligations – Prohibited Uses

The Customer shall use the Services in compliance with applicable law. The following are strictly prohibited:

- unlawful use of the Services,
- redistribution, copying, sublicensing, or commercial exploitation without written authorization,
- use for misleading, fraudulent, unlawful, or malicious purposes.

The Company reserves the right to immediately suspend or terminate access in case of violation.

8. Affiliate Program

8.1. The purchase of any SaaS product does not constitute, nor shall it be interpreted as, automatic enrollment in the Company's affiliate program.

8.2. Participation in the affiliate program is optional and free of charge.

8.3. Enrollment in the affiliate program is subject to acceptance of separate Affiliate Terms, which govern all rights and obligations.

9. Force Majeure

The Company shall not be held liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, internet or telecommunications failures, or other technical malfunctions. No refunds shall be granted in such cases.

10. Amendments

The Company may amend these Terms at any time. Amendments take effect upon publication on the Company's website or Customer back-office and apply only prospectively. Continued use of the Services constitutes acceptance of such amendments.

11. Confidentiality and Intellectual Property

11.1. All content, software, trademarks, and materials provided remain the intellectual property of Original Global Impact Inc. or its licensors and are protected under applicable IP laws.

11.2. No rights are transferred to the Customer other than the limited right of use expressly granted herein.

11.3. Unauthorized copying, modification, reverse engineering, or distribution is strictly prohibited.

12. Data Protection, Privacy and Backups

12.1. Original Global Impact Inc. processes personal data strictly in accordance with

applicable data protection laws (including GDPR, where applicable).

12.2. Customers are responsible for ensuring they have all necessary rights, consents, and legal bases for any personal data they input or process through the Services.

12.3. The Company is not responsible for loss of Customer data and does not guarantee backup or recovery of Customer content.

12.4. Details of processing are described in the Company's Privacy Policy, which forms an integral part of these Terms.

13. Indemnification

The Customer agrees to indemnify, defend, and hold harmless Original Global Impact Inc., its officers, directors, employees, and affiliates from and against any claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising from or related to misuse of the Services or breach of these Terms.

14. Third-Party Services and Relationships

The Company assumes no responsibility or liability for services, products, or actions of third parties, nor for any relationships between the Customer and affiliates, vendors, or partners.

15. No Warranty

The Services are provided strictly "as is" and "as available." The Company expressly disclaims any and all warranties, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

16. Service Availability and Support

16.1. While the Company uses reasonable efforts to ensure the availability of the Services, it does not guarantee uninterrupted, timely, or error-free operation.

16.2. Temporary downtime may occur for maintenance, updates, or reasons beyond the Company's control.

16.3. Support is provided on a "best effort" basis, with no guaranteed response times.

17. Termination

17.1. The Company may suspend or terminate the Customer's access to the Services immediately and without notice in the event of breach of these Terms, failure to make timely payment, or use of the Services in a manner that may cause harm to the Company or third parties.

17.2. Upon termination, the Customer's right to use the Services ceases immediately.

18. Assignment

The Customer may not assign, transfer, or sublicense any rights or obligations under these Terms without the Company's prior written consent. Any attempt to do so without authorization is null and void.

19. Entire Agreement

These Terms constitute the entire agreement between the parties with respect to the Services and supersede any prior or contemporaneous understandings, whether oral or written.

20. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the United States of America and the state of Wyoming. The courts located in that jurisdiction shall have exclusive competence over any dispute arising from these Terms.