

Terms of Use for the Smarter World Institute Platform | Hakki Bayraktar | Mohammad Walker

1.1. Age Restrictions. You must be at least 18 years old to use the platform. By accepting these terms, creating a platform account, or using the platform, you confirm that you are at least 18 years old. You may not create a customer account unless you are at least 18 years old. If you are a parent or legal guardian allowing a person who is at least 13 years old but under 18 years old (a "Minor") to create a customer account and/or use the platform, you agree to: (i) supervise the Minor's use of the platform and their account; (ii) assume all risks associated with the Minor's use of the platform and their customer account, as well as any resulting liabilities; (iii) ensure that the content on the platform is suitable for the Minor; (iv) ensure that all information provided by the Minor to us is accurate; and (v) provide the consents, representations, and warranties contained in these terms on behalf of the Minor.

1.2. Ownership of the Platform Account. The use of the platform requires you to provide complete, current, and accurate information when registering for a platform account. The platform is intended for business use or in connection with the exercise of a trade, craft, or profession. As the person accepting these terms, you are the owner of the platform account unless you are acting on behalf of a business entity, in which case the business entity is the owner of the platform account. If you accept these terms on behalf of a business entity, you declare and warrant that you are authorized to bind the business entity to these terms.

1.3. Intended Use. You and your customers may only use the platform for lawful purposes and in accordance with these terms. You agree that you and your customers will not use the platform in a manner that violates applicable laws or regulations or engage in prohibited uses. Furthermore, you declare and warrant that: (i) you and your customers maintain all necessary licenses, permits, authorizations, consents, and permissions to fulfill the obligations under these terms; (ii) you are fully responsible for your actions and the actions of your employees, agents, and customers who use the platform; (iii) you are fully responsible for your customers' use of the platform; (iv) you, your employees, agents, and customers will not misrepresent the platform or the services; (v) you will make these terms available to your employees, agents, and customers and confirm that all employees, agents, and customers understand that they are subject to these terms when using or accessing the platform; (vi) you own or control all rights to any content you provide to Smarter World Institute, including but not limited to any code provided for customizing the platform for your customers; (vii) you are solely responsible for your use of the platform, including the quality and integrity of all data and other information, including information provided by you or on your behalf through the use of the platform; and (viii) you, your employees, and your customers will provide reasonable cooperation in responding to information requests from law enforcement agencies, regulatory authorities, or telecommunications providers.

1.4. Data Privacy

By using the Smarter World Institute platform and providing information on or through the platform, you consent to the use and disclosure of the information by Smarter World Institute in accordance with the available Privacy Policy, which is hereby incorporated by reference. You agree that Smarter World Institute assumes no responsibility or liability for the deletion or failure to store information or content maintained or transmitted on or through the platform. If you grant your customers access to the platform, you must implement and enforce your own privacy policy that provides at least the protection that Smarter World Institute offers. You must obtain your customers' consent, with them explicitly acknowledging that they are bound by your privacy policy. You declare and warrant that you have provided and will continue to provide adequate notices and have obtained and will continue to obtain the necessary approvals and consents to transmit your customers' data to us for use and disclosure in accordance with these terms and our Privacy Policy.

1.5. Credentials

You are responsible for maintaining the confidentiality of your login credentials. You are responsible for all uses of your platform account and login credentials, whether authorized by you or not. You agree to promptly notify Smarter World Institute of any unauthorized access to or use of your platform account or login credentials, as well as any other security breach. Smarter World Institute reserves the right to deactivate your login credentials at any time in its sole discretion for any reason or no reason, especially if Smarter World Institute believes that you have violated any provision of these terms. Platform accounts are non-transferable. You are required to take preventive measures to prevent unauthorized users from accessing your platform account with your login credentials.

1.6. Use of Communication Services

The platform may include certain communication features such as SMS, MMS, email, voice call capabilities, and other methods. When you use these features, you agree that you are solely responsible for all communications sent through the platform, including compliance with all laws governing such communication, such as the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act. You declare and warrant that you understand and will comply with these laws. Smarter World Institute is not responsible for your compliance with laws and does not represent that your use of the platform complies with any laws. Smarter World Institute is ONLY a technology platform communication service provider. Smarter World Institute does not initiate, send, or deliver communication to recipients via SMS, MMS, email, or other communication methods. You control the message, timing, sending, fraud prevention, and call blocking. All communications, whether SMS, MMS, email, or otherwise, are created and initiated by you and/or your customers, whether generated by you or automatically sent through the platform at your instruction.

1.7. Third-Party Services

The Smarter World Institute platform may utilize or incorporate access to third-party services. Smarter World Institute is not responsible for the usability or accessibility of third-party services. If you choose to pause or delete parts or your entire platform account, certain features or functionalities (such as Lead-Connector phone numbers or email services) may not be recoverable when the account is reactivated. If you pause parts or your entire platform account for more than thirty (30) days, and Smarter World Institute continues to incur costs on your behalf related to third-party services (such as the costs of securing a specific phone number on your behalf), Smarter World Institute reserves the right to release the phone number or delete parts or your entire platform account at its discretion, without liability. Smarter World Institute disclaims any liability related to failures or downtime of third-party services. This could be the AI powering background ChatGPT.

1.8. Third-Party Content

The platform may include third-party content. Your use of third-party content is entirely at your own risk and discretion. Any statements and opinions expressed in third-party content are solely the opinions and responsibility of the third party and do not necessarily reflect the views of Smarter World Institute. Smarter World Institute is not responsible for third-party content and makes no recommendations, representations, or warranties and assumes no liability, obligation, or responsibility for third-party content. You are responsible for ensuring that your engagement or transactions with third-party content comply with these terms and all applicable laws.

1.9. Customizations

Parts of the platform may be customized by you by incorporating your name, logo, brand, and color scheme into your individual access area within the platform. You are solely responsible for copyright, trademark, or other intellectual property rights associated with the individual appearance of the platform that you and your customers customize.

1.10. Excessive Use Limitations

We offer access to the platform on a tiered pricing basis, and some tiers may handle more data without affecting performance. We do not assume liability for the impact your excessive data usage may have on performance. If Smarter World Institute, in its sole discretion, determines that your data usage is excessive, abusive, or negatively impacts the platform in any way, we may (1) require you to upgrade your services to continue your activity levels if your data usage exceeds the intended usage of your existing platform tier or if Smarter World Institute's operating costs to support your platform usage exceed the subscription price; (2) suspend or terminate your use of the platform or services; and/or (3) reduce the amount of data you can use.

1.11. Platform Updates

Smarter World Institute reserves the right to make updates or changes to the platform at any time, including changes that may affect the previous operation of the platform. You agree that your use of the platform or purchase of services is not contingent upon the provision or release of functionality or features by Smarter World Institute, including but not limited to the continuation of a particular service or any third-party services.

1.12. International Use

If you are in a sanctioned country or are a sanctioned person or entity, you are prohibited from using the platform. Smarter World Institute makes no representation that materials on the platform are appropriate or available in locations outside the United States. Those who choose to access the platform from other locations do so at their own initiative and at their own risk. If you choose to access the platform from outside the United States, you are responsible for complying with local laws in your jurisdiction, including, but not limited to, the taxation of products purchased over the internet. Any offer for a product, service, and/or information related to the platform is void where prohibited.

2.0 Prohibited Uses

The following actions are considered prohibited uses of the platform. Engaging in a prohibited use constitutes a material breach of this agreement, for which Smarter World Institute may suspend or terminate your platform account in accordance with these terms immediately:

- Using the platform in a manner that violates applicable laws or regulations.
- Using the platform to exploit, harm, or attempt to exploit or harm anyone in any way.
- Using the platform to transmit, receive, upload, download, use, or reuse materials that do not comply with these terms.
- Using the platform to transmit or cause the transmission of unlawful advertising or promotional materials, including any "junk mail," "chain letters," "spam," or other similar solicitations.
- Impersonating Smarter World Institute, an employee of Smarter World Institute, another user, or any other person or entity, or attempting to do so (including but not limited to using email addresses associated with any of the above).
- Engaging in other behaviors that restrict or prevent others from using or enjoying the platform.
- Engaging in behaviors that, in Smarter World Institute's judgment, could harm or make users of the platform or Smarter World Institute itself liable.
- Using the platform in a way that could disable, overburden, damage, or impair the platform or interfere with the use of the platform by other parties, including their ability to act in real-time through the platform.
- Using a robot, spider, or any other automatic device, process, or means to access the platform, including monitoring or copying materials on the platform.

- Using a manual process to monitor or copy materials on the platform or for any other unauthorized purpose without the prior written consent of Smarter World Institute.
- Using a device, software, or routine that interferes with the proper functioning of the platform.
- Introducing viruses, trojans, worms, logic bombs, or other materials that are malicious or technologically harmful.
- Attempting to gain unauthorized access to parts of the platform, disrupt, damage, or interrupt it, or any server, computer, or database connected to the platform.
- Attacking the platform through a denial-of-service attack or a distributed denial-of-service attack.
- Any other attempts to disrupt the proper operation of the platform.

3.0 Payment

a. Fees: Your use of the platform is subject to the timely payment of all fees. Fees may change from time to time. All fees are exclusive of communication surcharges. You will pay all communication surcharges associated with your use of the platform, which will be itemized separately on an invoice. All fees and communication surcharges are non-refundable. Subscription fees are charged in advance for services. You agree to provide us with accurate and complete billing information (name, address, credit card information, and phone number) and to inform us of changes within 10 days of the change. Variable fees apply, such as costs for AI Review Management, Content AI (for generating pictures and texts by AI). 10 Euros give you approximately 120 reviews, or 105000 words, or 160 pictures. This variable costs will be charged directly to the account users bank account.

Included in each contract are provisions for up to 10 users. Any additional users will be subject to a fee of 119 Euros per month, per contact. This fee will be automatically applied for each user exceeding the included number, ensuring our services can scale flexibly with your business needs.

Only one WhatsApp account will be installed per user (i it is included in the contract) unless otherwise agreed upon in writing. Any exceptions to this rule, including the use of additional account numbers, must be explicitly stated and approved by us in advance. Any additional Whatsapp Accounts will be charged with 114 EUR per account per month.

b. Taxes: You are solely responsible for taxes and other governmental levies ("Taxes") associated with your use of the platform, including any Taxes related to transactions you conduct with your customers. Smarter World Institute may collect Taxes from you as part of the fees, to the extent required by law or deemed appropriate by Smarter World Institute, and all decisions by Smarter World Institute regarding which Taxes to collect shall be final. Smarter World Institute may request additional Taxes from you if it determines at any time that such Taxes are due. You will indemnify Smarter World Institute for any claims related to Taxes associated with your activities on the platform, including all Taxes related to your transactions with your customers, as further described below. Taxes are non-refundable.

c. Overdue Amounts: In the event your credit card company declines or otherwise refuses to pay the amount owed for the services acquired for any reason, you agree that we may suspend or terminate your use of the platform and/or the delivery of services, and you may be required to pay any overdue fees and other incurred amounts (including any third-party chargeback fees or penalties) through other means accepted by us. If legal action is necessary to collect outstanding balances, you agree to reimburse us for all expenses incurred to collect such amounts, including attorney's fees and other legal costs.

d. **Payment Disputes:** You will notify us in writing of any disputed charges or costs you wish to contest within sixty (60) days from the date we invoice you for such fees. You must pay all invoiced charges and costs during the pendency of the dispute, or you waive the right to further contest the dispute. If you dispute any charges or costs, you must act reasonably and in good faith and cooperate closely with us to resolve the dispute. All decisions by Smarter World Institute regarding your obligation to pay invoiced charges and costs shall be final.

e. **No Refunds or Credits:** Except as described below, all fees charged by Smarter World Institute are non-refundable. You are solely responsible for any excessive charges resulting from any error or omission by you or a third party. Smarter World Institute does not provide refunds or credits for such errors or omissions, or for partially used or unused platform or service subscriptions. If you subscribe to a service but do not use the service or platform, you are still responsible for all fees during the term of your subscription. Unless required by law, Smarter World Institute reserves the right, at its sole and absolute discretion, to grant or deny any refund or credit at any time and for any reason, and Smarter World Institute's decision regarding whether and when to grant or deny a refund or credit is final.

f. **Cancellations:** You are solely responsible for canceling services associated with your account, and you are responsible for any fees that accrue until such cancellation. No refunds will be granted for your failure to properly cancel services associated with your account.

g. **Your Responsibility for Financial Transactions:** You are solely responsible for all financial transactions conducted by you and your customers on the platform or through the services, including transactions facilitated through billing tools provided by the services. You are solely responsible for all chargebacks related to activities by you and your customers, regardless of the reason for the chargeback.

4. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. YOUR USE OF THE PLATFORM IS AT YOUR SOLE DISCRETION AND RISK, AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM SUCH ACTIVITIES. YOU AGREE THAT SMARTER WORLD INSTITUTE ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OR FAILURE TO STORE ANY INFORMATION OR CONTENT TRANSMITTED OR MAINTAINED ON OR THROUGH THE PLATFORM.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE EFFECTIVE, ACCURATE, OR RELIABLE, OR (D) THE QUALITY OF THE PLATFORM WILL MEET YOUR EXPECTATIONS OR BE FREE FROM DEFECTS, ERRORS, OR BUGS.



YOU ACKNOWLEDGE THAT THE INTERNET AND TELECOMMUNICATIONS NETWORKS ARE INHERENTLY INSECURE. THEREFORE, YOU AGREE THAT SMARTER WORLD INSTITUTE IS NOT LIABLE FOR ANY CHANGES, INTERCEPTION, OR LOSS OF YOUR DATA DURING TRANSMISSION OVER THE INTERNET OR A TELECOMMUNICATIONS NETWORK.

SMARTER WORLD INSTITUTE MAKES NO WARRANTY REGARDING TRANSACTIONS PERFORMED THROUGH A THIRD PARTY OR THIRD-PARTY SERVICES OR IN CONNECTION WITH THE PLATFORM, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE ENTIRELY AT YOUR OWN RISK. ANY WARRANTY PROVIDED IN CONNECTION WITH SERVICES OR CONTENT AVAILABLE ON OR THROUGH THE PLATFORM FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY.

WE RESERVE THE SOLE RIGHT TO CHANGE OR DISCONTINUE THE PLATFORM, INCLUDING ANY SERVICES OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY IF WE EXERCISE THIS RIGHT. CHANGES MAY INCLUDE CHANGES TO THE PRICING STRUCTURE AND THE INTRODUCTION OF FREE OR FEE-BASED SERVICES. ANY NEW FEATURE THAT AUGMENTS OR ENHANCES THE CURRENT SERVICES ON THIS PLATFORM SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSIDER THE LAWS IN YOUR JURISDICTION.

5. Limitation of Liability, Remedies, and Mitigation

Your exclusive remedy and our entire liability, if any, for claims arising out of these Terms and your use of the Platform or Services, is limited to the amount you have paid to us for Services purchased on the Platform during the three-month period preceding the act giving rise to liability.

IN NO EVENT SHALL SMARTER WORLD INSTITUTE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED BY MALICIOUS CODE, LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF THE PLATFORM OR THIRD-PARTY SERVICES OR ANY WEBSITE LINKED TO OR FROM THE PLATFORM.

FURTHERMORE, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD-PARTY SERVICES OR INTERRUPTIONS THEREOF OR FOR PROMISES AND/OR STATEMENTS MADE BY THIRD PARTIES REGARDING OUR PLATFORM SERVICES OR CONTENT OR FOR TRANSACTIONS WITH THE THIRD PARTY THROUGH THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, ORDER FULFILLMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSIDER THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold Smarter World Institute harmless from and against any and all claims, demands, suits, proceedings, damages, liabilities, losses, fees, costs, or expenses (including, but not limited to, reasonable attorney's fees and the cost of an investigation) directly or indirectly arising from your use of the Platform or in any way connected with it ("Claims"), including, but not limited to: (a) our use or reliance on information or data provided or intended to be provided by you, your employees, agents, or customers; (b) any breach or violation of these Terms by you, your employees, agents, or customers; (c) the unlawful use or possession of Smarter World Institute's property by you, your employees, agents, or customers; (d) any negligence, gross negligence, or willful misconduct by you or your employees, agents, or customers; (e) misrepresentations by you, your employees, agents, or customers; (f) violations of applicable laws by you, your employees, agents, or customers; (g) your actions and the actions of your employees, agents, or customers; (h) the actions or omissions of you, your employees, agents, or customers in connection with the provision of notifications and the obtaining of consents regarding the creation or content of SMS or MMS messages, emails, or other communications using the Services; (i) taxes and other fees and/or (j) disputes between (1) you and other users, (2) you and your clients, and/or (3) your customers.

If it is determined that the Platform infringes upon the intellectual property rights of third parties, we may, at our option: (a) acquire the right for you to continue using the Platform as provided in these Terms; (b) modify or replace the Platform in whole or in part to make it non-infringing; or (c) require you to immediately cease using the Platform.

6. Time Limitation for Filing Claims

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM THAT YOU MAY HAVE MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE EVENT THAT GAVE RISE TO THE CLAIM OR CAUSE OF ACTION, REGARDLESS OF WHEN YOU BECAME AWARE OF OR SHOULD HAVE BECOME AWARE OF IT; OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

7. Injunctive Relief

You agree that a breach of these Terms would cause irreparable harm to Smarter World Institute, for which monetary damages would be an inadequate remedy. Therefore, Smarter World Institute is entitled to seek equitable relief, including injunctive relief, in addition to all other remedies it may have under these Terms or at law, without posting a bond or other security.

8. No Waiver

No waiver by Smarter World Institute of any provision or condition of these Terms shall be deemed a continuing waiver of such provision or condition or of any other provision or condition. Failure by Smarter World Institute to assert a right or provision of these Terms shall not constitute a waiver of such right or provision.

9. Severability

If any provision of these Terms is found by a court or other competent authority to be invalid, unlawful, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions of these Terms will continue in full force and effect.

10. Change of Control

Smarter World Institute may assign its rights under these Terms at any time without notice to you. You may not assign your rights under these Terms without the prior written consent of Smarter World Institute, which may be withheld at the sole discretion of Smarter World Institute.

11. Entire Agreement

Except as otherwise specified herein, these Terms constitute the entire agreement between you and Smarter World Institute with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding the Platform. These Terms may not be modified, supplemented, or amended by the use of any other documents unless such document is signed by an authorized representative of Smarter World Institute.

Smarter World Institute may enter into a separate agreement with you. The terms of any such separate agreement between you and Smarter World Institute shall be considered a part of your overall agreement with Smarter World Institute. In the event of a conflict between these Terms and the terms of your separate agreement with Smarter World Institute, the terms of your separate agreement with Smarter World Institute shall prevail.

12. Term and Termination

These Terms shall remain in full force and effect for as long as you maintain a Platform account. Sections of these Terms that are intended to survive termination of your Platform account shall continue to be binding even if you are no longer a Platform user.

a. **Reasons for Termination:** You agree that Smarter World Institute, in its sole discretion, may suspend or terminate your access to the Platform (or any part thereof) for any reason, with or without notice, and without any liability to you or any third party for claims, damages, costs, or losses resulting therefrom. Suspected fraudulent, abusive, or illegal activity may be grounds for terminating your access to this Platform and reporting you to the appropriate authorities. Smarter World Institute reserves the right to delete Platform accounts that have remained inactive for at least one (1) year.

b. **No Claim to Services Upon Termination:** Upon termination, regardless of the reasons leading to such termination, your right to use the Platform ceases immediately. Smarter World Institute shall have no liability to you or any third party for claims for damages arising from such termination or suspension or any other action taken by us with respect to your Platform access.

c. **How to Cancel or Make Adjustments:** If for any reason you wish to terminate your access to the Platform or make adjustments, Smarter World Institute requires written notice at least 15 days prior to your next billing date.

d. Force Majeure: In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Platform or any associated product or service available through the Platform arising from events beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbances, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those listed above.

13. Applicable Law, Binding Arbitration, and Class Action Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY AS THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

The laws of the state of Austria govern these Terms and any disputes arising from them without giving effect to principles of conflicts of law.

Any controversy or claim arising out of or relating to these Terms shall be settled exclusively by arbitration. This arbitration agreement is governed by the Federal Arbitration Act. The arbitration proceedings shall be held in Austria, Vienna. Any award issued in arbitration may be entered in a competent court.

All claims and disputes within this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customers or users.

14. Communication and Contact Information

All notices to a party shall be in writing and sent by email. Notices to Smarter World Institute shall be sent to support@smarterworldinstitute.com. You agree that we may send you notices either to the email address you provided during registration or to any other address we have on file. Notices are deemed effective upon receipt.

Smarter World Institute may contact you regarding these Terms using any information you provide or through other means if you do not provide contact information.

When creating a Platform account, you must provide a primary email address to be used for receiving electronic communications related to these Terms. Smarter World Institute will never send you an email requesting confidential information such as account numbers, usernames, or passwords, and you should never respond to an email requesting such information. If you receive such an email purportedly from Smarter World Institute, do not respond to the email and notify Smarter World Institute by sending us an email.

For all other feedback, comments, technical support inquiries, and other communications related to the Platform or the Terms, please contact us at or by mail:

Smarter World Institute | Hakki Bayraktar

Kapaunplatz 4-6/4/11

1200 Vienna, Austria

15. Definitions

"Communication Charges" means any communication service or telecommunications provider fees (e.g., carrier fees) incurred in connection with your use of the Platform.

"Feedback" refers to ideas you provide to Smarter World Institute regarding improvements, expansions, new features, new products, or other concepts related to the Platform, the Services, or other matters of Smarter World Institute's business.

"Fees" means all charges associated with the Platform, including but not limited to the monthly subscription fee for services and any fees related to additional services you may acquire.

"Smarter World Institute Marks" refers to the name Smarter World Institute and related logos and service marks of Smarter World Institute.

"Information" refers to data about you and your customers collected by Smarter World Institute on the Platform, including but not limited to information necessary to create a Platform account and use the Platform for its intended purpose.

"Login Credentials" refers to the username and password used to access your Platform account.

"Platform" refers to all services, training, content, features, communication channels, and software or other services or features offered to customers on or through Smarter World Institute's website or mobile application.

"Platform Account" refers to the account you have created to access and use the Platform.

"Platform Content" refers to content, data, features, and functionalities, including but not limited to text, graphics, videos, logos, button icons, databases, music, sounds, images, or other material that can be viewed on the Platform. Platform Content does not include user contributions.

"Prohibited Conduct" refers to the behaviors described in Section 2.

"Services" refers to the variety of product integrations and services provided by Smarter World Institute on the Platform. Services may include third-party services.

"Sub-Account" refers to a subscription for a business under a Platform Account.

"Third-Party Content" refers to content, promotions, or offers from third parties or links to external third-party websites that may be accessible on the Platform.

"Third-Party Services" refers to any services or other services provided by a third party and made available to you by Smarter World Institute as a service on or through the Platform.

"Training" refers to any training, information, or suggested uses conveyed by Smarter World Institute regarding the Platform.

"User Contributions" refers to content or materials that you post, submit, upload, publish, display, or transmit on or through the Platform or directly to Smarter World Institute.

"You" or "Your" or any derived forms thereof refer to the person who has accepted the Terms or the business entity represented by that person. "You" also includes any agents, employees, or third parties authorized to act on your behalf.