

Terms of Service

This Customer subscription Terms of Services (hereinafter “Agreement”) entered into by and between:

The relevant HarmonyHR contracting, (hereinafter “HarmonyHR”, “We” or “Us”) and You (hereinafter “Customer”, “You” or “Your”) and together the “PARTIES”
In these Terms and Conditions, when we refer to "HarmonyHR," we mean HarmonyHR LLC.

For avoidance of doubt, the term “Customer” or “You” shall also include employees or other individuals using the services.

Access to and use of the Services means acceptance by the Customer of all the terms and conditions of the Agreement, as well as all the HarmonyHR Policies published on the website (in the "**Trust Hub**" section), in particular the **HarmonyHR Privacy Policy**. HarmonyHR has the right to update its Policies during the term of the Agreement.

Definition of terms

In this Agreement, the following terms are used in the following meanings:

Services (hereinafter “services”) - means the scope of services, that include:

(1) providing the Customer with access to the HarmonyHR Platform (hereinafter “platform”, “software”);

(2) providing the Customer with **Technical Support**.

The platform - is a comprehensive HRM platform tailored for medium-sized businesses (MBs) that manages employee experience and automates routine tasks. The platform is an HR software-as-a-service (SaaS), a multifunctional HRM platform that includes various functional modules.

The platform is protected by copyrights and intellectual property rights, which are regulated and maintained by the relevant intellectual property and copyright laws.

Authorized Users (hereinafter “Authorized Users”, “Users”) - for the purpose of this Agreement, “Authorized User(s)” means individual(s) for whom: (i) have access to and use of the Services, and/or (ii) Customer is actively processing such personnel information through the Service, including Customer’s employees and authorized persons. Customer must pay the fee equal to the number of Authorized Users.

The Third parties (hereinafter “Third parties”, “Contractors”) - an individual or organization whom HarmonyHR is authorized to enlist as contractors to assist in supporting the HarmonyHR platform, under the condition that a distinct Service Provision Agreement, Non

Disclosure Agreement (NDA) and Data Processing Agreement (DPA) is established with them.

Acceptance - full and voluntary acceptance of the Terms of Service by the Customer through the activation of the Customer's Profile and the Customer's payment as outlined in this Agreement.

HarmonyHR Policies - in particular, such company policies as **Privacy Policy**, **Cookies Policy**, **Service Restriction Policy**, which are published on the HarmonyHR website and are required to be accepted by the Customer.

Content - any information and materials that the Customer uploads or publishes on the platform;

Confidential information - all confidential information which a Party, directly or indirectly discloses, or makes available, to the other Party, including any information which is specifically described as confidential by the disclosing Party and all information whatsoever concerning the business, interests, plans, intentions, clientele, targets, financials, technical information, data, analysis, administrative affairs, personal affairs, operations, processes, policies, know-how, personnel, product or service information, suppliers, distributors, agents, trade secrets, designs, intellectual property (such as trademarks copyrights and patents) and all and any other information reasonably deemed confidential of the disclosing Party.

Data Protection Legislation - refers to all relevant laws currently in effect within the UK and the EU pertaining to data protection and privacy. This encompasses, among other things, GDPR, UK-GDPR, Data Protection Act 2018 (along with its associated regulations).

1. General

1.1 HarmonyHR commits to delivering services to the Customer, and the Customer agrees to pay the relevant service fee (hereinafter "service fee", "fee") and adhere to the platform's usage terms.

(a) The service fee is calculated based on the selected platform modules, their functionalities, which are specified on the website at <https://harmonyhr.org> in the "Products" section, and the quantity of connected users.

(b) The service fee will adjust proportionally to alterations in the user count and the selection of platform modules.

(c) The pricing for services is available on the website at the following link: <https://harmonyhr.org/pricing.html>. You can calculate the service cost yourself by selecting the desired modules and specifying the number of users in the provided table.

1.2 Accessing. By accessing the HarmonyHR platform, you become a "Customer," "Authorized User," "User," or "You." This access implies your complete acceptance of our

Terms of Services and Privacy Policy. Full acceptance of these Terms is required for using the Platform.

If you disagree, please do not access or use the HarmonyHR Platform.

(a) The Customer ensures that the individual agreeing to these Terms on their behalf is a legally authorized representative with the necessary legal authority to enter into this Agreement.

2. Payment. Taxes

2.1 Consideration.

2.1.1 HarmonyHR offers a Pricing Plan (as indicated on the website in the Prices section: <https://harmonyhr.org/pricing.html>) with varying rates based on (i) the modules included and (ii) the number of Authorized Users connected to those modules on the platform.

(a) The customer can choose a monthly or a yearly subscription Agreement.

(b) Fee adjustments may occur upon subscription renewal.

(c) Fees are non-refundable, and payment obligations are non-cancellable.

(d) The fee will be adjusted as the number of Authorized Users and modules increases.

2.1.2 The Customer agrees to pay for the services by either following the invoice, which will remain valid for a period of 5 business days or by charging your credit card, whereby the Customer authorizes HarmonyHR to make direct debits from the Customer's credit card as the payment is due (in advance for the relevant period).

2.1.3 Payment can be made in USD or Euro, with the currency exchange rate (European Central Bank rate) being determined based on the date of payment.

2.1.4 HarmonyHR may invoice the price through its affiliated companies and the Customer will be obliged to pay the price to the relevant HarmonyHR affiliated companies.

2.1.5 We provide a 14-day free trial of our Platform. To get started, you will need to provide your contact address and phone number, accept these terms and the HarmonyHR privacy policy, and then you can customize the platform features you'd like to use as a Customer.

2.2 Taxes. HarmonyHR's fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign-imposed by any federal, state, or local tax authority with respect thereto including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with

Customer's purchases hereunder. If HarmonyHR has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, HarmonyHR will invoice Customer and Customer will pay that amount unless Customer provides HarmonyHR with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, HarmonyHR is solely responsible for Taxes assessable against it based on its income, property and employees.

2.3 Late Payments. If payment has not been received by HarmonyHR on the date indicated in the Invoice or in the event that funds cannot be debited from the Customer's card in a timely manner, through no fault of HarmonyHR, and without affecting any other rights and legal remedies available to HarmonyHR under this Agreement, HarmonyHR may, without incurring any liability to the Customer: (i) temporarily suspend access to the platform, either specific modules or the entire platform, (ii) HarmonyHR will not be obligated to furnish any or all services until the Customer settles the outstanding debt.

(a) Upon written notice to the Customer, allowing the Customer a 14-day period (following the last day payment was due) to complete full payment as per the invoice.

2.4 Modifications to Terms and Pricing. During the term of these Terms of Service, HarmonyHR at any time, reserves the right to modify these terms and pricing, provided they notify the Customer:

(a) For monthly plans: at least 30 calendar days before the new price payment date.

(b) For annual plans: at least 60 calendar days before the new price payment date.

If the Customer disagrees with the new price and informs HarmonyHR before the payment date, these Terms of Service will remain unresolved until either notice period (a) or (b) above expires. Afterward, you must stop using the Platform by deleting your account or we will terminate your access to it.

In case of Agreement termination with an annual prepaid payment plan, HarmonyHR will not refund any amounts already paid for the remaining period of the paid periodic fee by the Customer.

The Customer will be able to use the platform for the entire paid period.

3. Right to use the services

3.1 Registration or Acceptance of Terms of Service. To access the platform and to gain rights to use the Services, you should accept this Agreement, the **Privacy Policy**, provide their full name, valid email address and other information requested by the HarmonyHR.

3.1.1 For agreement, the Customer undertakes to provide true and complete information about himself/herself on the issues listed in the agreement form and to keep this information up to date. Customer indicates the name of his/her company in Latin.

3.1.2 Customer specifies his/her email address, which is subsequently used as a login to access the platform. Also, the Customer independently chooses a personal login (a unique symbolic account name) and a password for accessing the account. The Service Provider has the right to prohibit the use of certain logins, as well as set requirements for the login and password (number of characters, allowed characters, etc.).

3.2 Password and Secure. The Customer bears full responsibility for the security and resistance to unauthorized access of the password they select. They are also responsible for maintaining the confidentiality of their password.

3.2.1 Each Customer is assigned a unique identifier for accessing the platform. The Customer must ensure that each Authorized User's username is used exclusively within the Customer's business and is not shared with other individuals.

3.2.2 HarmonyHR grants access to the platform solely through the web interface and/or mobile application, in accordance with the terms of this Agreement.

3.2.3 HarmonyHR employs secure authentication and access methods to the platform, including: a) the management of user passwords and their protection through appropriate password management tools; b) the transmission of passwords in an encrypted format.

3.2.4 The Customer holds the responsibility for safeguarding Authorized User usernames, passwords, or other platform-related codes.

3.2.5 The Customer shall promptly report HarmonyHR about any suspected loss of passwords or unauthorized use by individuals not authorized by the Customer to HarmonyHR.

3.3 Access. The HarmonyHR is obliged to provide the Customer with a platform with functionality as described on the website <https://harmonyhr.org>; (i) You will be granted access to the Platform within 1 (one) business day from the moment we received from you the full payment in accordance with the selected Pricing Plan, as specified in Section 2.1.

3.3.1 The HarmonyHR has the right to temporarily stop the Customer's access to the platform or its individual elements for the purpose of carrying out technical works with prior notice to the Customer of such works, in a reasonable time, at least 24 hours before their commencement in the case of planned works, or without prior notice in the case of carrying out emergency works.

3.4 Software update. The platform undergoes continuous development, granting HarmonyHR the authority to update the functionality of the platform's modules. These modifications will not alter the core purpose and functionality of said modules, and they are guaranteed not to compromise the product's quality (referring to the software). (i) However, you have the right to decline these services and opt for early termination of the Agreement in

any event, in such a scenario, HarmonyHR does not provide refunds of any excess payments made.

3.5 Usage Restrictions. Apart from the rights explicitly detailed in this Agreement, no additional rights or interests are conferred upon the Customer regarding the Services or the solutions that it gains access to. To avoid any ambiguity, the Customer is prohibited from:

- (a) Utilize the Services for objectives that deviate from their intended purpose as defined within this Agreement;
- (b) Rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Services or any part thereof;
- (c) Bypass or breach any security device or protection used by the Services; (i) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code;
- (d) Use the Services in any illegal manner or in any way that infringes the right of any third party;
- (e) Modify, adapt, edit, alter, abridge, translate, or otherwise change in any manner the content of the Services, nor shall Customer create derivative works from the Services;
- (f) Systematically gather any data from the Service (by scraping or otherwise) unless expressly permitted in the Service or granted in writing by HarmonyHR;
- (g) Make any attempts to uncover or obtain access to the source code of the software that forms the foundation of the platform. This includes any efforts to reverse engineer, decode, alter, decrypt, extract, disassemble, or decompile said software. Such actions are prohibited, including using them to (i) create a product resembling the Services in terms of ideas, features, functions, or graphics, or (ii) replicate any concepts, features, functions, or graphics of the Services;
- (h) Utilize any hardware, software, device, method or technique to consolidate connections or decrease the count of devices or users that directly access or employ the Services (commonly known as 'virtualization,' 'multiplexing,' or 'pooling') with the intention of bypassing any constraints on the authorized use scope specified in this agreement;
- (i) Conceal, modify, or delete any copyright notice, trademark, or other proprietary identifier present on, or visible during the operation or use of, the Services;
- (j) Endeavour to obtain unauthorized access to, or disrupt the normal operation of, the Services or the underlying software. Specifically, refrain from trying to bypass security measures, license controls, or other protective mechanisms, or from interfering with, hacking

into, or causing disruptions to the Services or software, or any related website, computer system, server, router, or any other internet-connected device;

(k) Furnish false identity information to acquire access to or use the Services;

(l) Fabricate headers or manipulate identifiers with the aim of concealing the source of any Customer Data transmitted through the Services; or

(m) Utilize the Services to: (i) Upload, store, post, transmit, distribute, link to, or in any way make accessible, or advertise or endorse any content that breaches the Intellectual Property Rights or infringes upon data protection, privacy, or other rights of any other individual, is defamatory, violates any contractual obligations or confidentiality obligations, is obscene, sexually explicit, menacing, abusive, harassing, promotes violence or hatred, is blasphemous, discriminatory (based on any criteria), likely to cause distress, fear, or embarrassment, knowingly false or deceptive, or that contravenes any applicable laws and regulations, or is otherwise considered objectionable or prohibited; (ii) Assume the identity of any individual or organization, or in any way misrepresent the Customer's affiliation with any person or entity; (iii) Participate in any fraudulent conduct or advance any fraudulent objectives;

(n) Engage in persistent harassment of another individual or collect and store personal data without authorization;

(o) Transmit or disseminate unsolicited or unauthorized advertising, marketing, promotional content, or any form of solicitation, commonly known as spam;

(p) Transmit or distribute any viruses and/or other code containing harmful or destructive components; and/or

(q) Participate in any unlawful activities;

(r) Endeavour to override or bypass any of the usage regulations integrated into the Services. Any unauthorized reproduction, publication, distribution, or public display of HarmonyHR content, whether in part or in full, is strictly prohibited.

3.5.1 HarmonyHR retains the authority to revoke the Customer's access to the platform in cases where the Customer violates any of the conditions specified in clause 3.5.

3.6 Customer Content and Rights to Use Customer Content. When you supply any Personal Data (as outlined in HarmonyHR's **Privacy Policy**) and/or non-Personal Data, which includes data, information, and materials entered or uploaded to the platform by either the Customer or Authorized User (collectively referred to as "Customer Data"), you, whether acting as the Customer or Authorized User, affirm and assure that you possess full authorization and a legal basis to provide us with any such Customer Data and/or Customer Materials.

4. Privacy and Data Protection

4. Collection and Processing of Data; Security. For the purpose of delivering the Services, ensuring their continuous operation, and/or for security measures, HarmonyHR gathers, processes, and retains specific Personal Data. We hold your privacy in high regard and are dedicated to safeguarding the data you entrust to us. We hold the belief that you are entitled to be informed about the information security protocols established by HarmonyHR, which pertain to the data gathered during your account registration and subsequent utilization of the Services.

Additional details regarding our information security measures can be accessed in the “**Trust Hub**” and in the **Data Processing Agreement**. These documents are hereby integrated by reference into this Agreement.

4.1.1 The Parties are obliged to adhere to all pertinent laws and regulations concerning data security and privacy. They will collect Personal Data exclusively in a lawful manner. HarmonyHR will implement reasonable measures to safeguard Customer Data, with a level of compliance adhering to ISO 27001 standards and requirements of GDPR.

4.1.2 The Customer affirms that such data has been lawfully acquired and will be furnished or made accessible to HarmonyHR in accordance with all applicable laws and regulations. This includes obtaining all requisite consents or other suitable legal bases, as mandated by relevant data protection laws, from data subjects whose Personal Data is provided or made accessible. This is essential to enable HarmonyHR to deliver the Service and fulfil its obligations as outlined in this Agreement.

4.2. HarmonyHR shall:

(a) Process Personal Data solely in conformity with the terms of this Agreement and the DPA (where applicable and as defined earlier);

(b) Ensure that individuals authorized to process Personal Data have either pledged to maintain confidentiality or are bound by an appropriate legal duty of confidentiality;

(c) Reasonably support the Customer, at the Customer's cost, in the event of the need to collaborate with and respond to inquiries from supervisory authorities, data subjects, or customers. This assistance will involve furnishing information regarding HarmonyHR's procedures for processing Personal Data;

(d) Promptly inform the Customer upon gaining knowledge of any security breach incident concerning the Personal Data of the Customer and its Authorized Users;

(e) Utilize or process Personal Data solely on its systems or facilities to the extent required for the provision of the Services, fulfilment of its commitments under the Agreement, and/or in accordance with our DPA;

(f) Refrain from leasing, selling, or any other form of distribution of Personal Data, except as an integral component of the Service mutually agreed upon by the Parties (excluding in cases of Agreement assignment under its terms and when legally mandated);

(g) Designate a specific point of contact who will be accountable for collaborating with the Customer concerning the handling of Personal Data;

(h) Furnish written reports to the Customer upon request, detailing security measures and responsibilities related to data processing; and

(i) Conduct routine internal and external audits to ensure compliance with ISO 27001 and GDPR standards.

4.3 Customer's Undertakings. The Customer bears exclusive responsibility for securing all necessary consents and authorizations, as mandated by relevant laws, for the collection, storage, and processing of Personal Data and/or sensitive Personal Data by HarmonyHR in accordance with the Customer's directives.

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5. Warranty

5.1. Representations. HarmonyHR guarantees and affirms to the Customer that:

(a) throughout the term of the subscription, the Services will strictly comply with the terms of this Agreement; and

(b) Any support services conducted by HarmonyHR under this Agreement will be executed professionally and competently by personnel possessing the requisite skills, training, and expertise for such services.

6. Indemnity and limitation of liability

6.1. Indemnity of Liability. The HarmonyHR is not responsible to the Customer for any damages, any loss of income, profit, information or savings related to the use or inability to use the platform, including in the case of prior notification by the Customer about the possibility of such damages, or any third-party claim, with the exception of liability for breach of confidentiality, security processing of the Customer's data (including storage) and breach of providing Technical Support.

6.1.1 If the HarmonyHR violates the confidentiality conditions, security conditions for processing the Customer's data (including storage), the HarmonyHR shall be obliged to compensate the Customer for the losses caused by such violation.

6.1.2 Neither Party shall be liable to each other or any other person or entity, whether in contract, tort (including negligence, breach of statutory duty, or other tort) or otherwise for any loss of revenue, business, anticipated savings or profits, or for any indirect, special or consequential loss, damage, costs, or other claims, howsoever caused or arising. However, this limitation of liability shall not apply to losses arising directly from breaches of data protection obligations, confidentiality provisions, or gross negligence or willful misconduct by HarmonyHR. In such cases, HarmonyHR shall be liable for actual, proven direct damages, including reasonable compensation for lost business or profits caused by such breaches, up to a maximum amount equal to the fees paid by the Customer in the preceding 6 months.

Neither Party shall be liable to each other or any other person or entity to the extent that such delay or non-performance is a result of any condition beyond its reasonable control (Force Majeure), including but not limited to, governmental action, the war, riots, hurricane, typhoon, acts of terrorism, earthquake, fire, flood, lightning, explosion strikes, lockouts, emergency state, pandemic or any other diseases as defined by the World Health Organization (WHO), prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the Agreement or other acts of God, labour conditions, power failures, and Internet disturbances.

6.2 Customer responsibility. Customer hereby agrees to indemnify, defend and hold the HarmonyHR and its Affiliates, officers, directors, agents, and employees from and against any and all costs, damages, expenses (including reasonable attorneys' fee), judgments, losses and other liabilities (including amounts paid in settlement) ("Liabilities") incurred as a result of any third-party action, claim, demand, proceeding or suit ("Claim") to the extent arising from or in connection with

- (a) Customer's access or use of the platform and/or Services in violation of this Agreement,
- (b) Content or Data provided by the Customer,
- (c) Customer's violation of any third party right.

6.3 HarmonyHR responsibility. The HarmonyHR hereby agrees to indemnify, defend and hold the Customer and its Affiliates, officers, directors and employees harmless from any liability arising from or in connection with the HarmonyHR's breach of (i) the confidentiality provisions of this Agreement; (ii) Data processing security (in the event of unauthorised data breaches from the Customer's account);

6.3.1 Notwithstanding above, in no event shall the HarmonyHR have any liability resulting from any Third Party Claim incurred because the use of the platform and/or Services under this Agreement breaches such Third Party's intellectual property rights due to (i) use of the platform and/or Services in a modified form or in combination with materials or software not provided by the HarmonyHR and (ii) any Content, information or Data provided by the Customer, the Customer's users or other third parties.

6.4 Mutual responsibility.

(a) Promptly notify the other Party in written form (in case of notification to HarmonyHR at info@harmonyhr.org).

(b) Grant the indemnifying Party exclusive control over the defence of the Claim and all negotiations for potential compromise or settlement (provided that if any settlement necessitates action or admission by the indemnified Party, the settlement will require the prior consent of the indemnified Party).

(c) Offer the indemnifying Party all reasonable cooperation, information, and assistance concerning the Claim. However, it should be noted that the failure of the indemnified Party to promptly report a Claim, provide such exclusive control, and/or supply the required cooperation, information, and assistance shall not release the indemnifying Party from its responsibilities as outlined in this section, unless such failure materially prejudices the indemnifying Party. The indemnified Party may engage its own legal counsel at its own expense.

7. Technical support

7.1. HarmonyHR provides Technical Support to the Customer, and fee for Technical Services are included in service fee.

8. Confidentiality

8.1. Each Party hereby warrants and undertakes to the other Party that it shall keep the Confidential Information keeping it undisclosed and secret and shall not, directly or indirectly, use, exploit or disclose the Confidential Information to third parties, except where expressly permitted by this Agreement.

8.1.1 No restriction applies in connection to Confidential Information:

(a) Which was already known to the recipient Party prior to its communication by the disclosing Party;

(b) Is or becomes in the public domain, except by reason of breach of this Agreement by the recipient Party; or

(c) To the extent disclosure is required by applicable law, an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body of competent jurisdiction, provided that the recipient Party shall, to the extent permitted by applicable law, give the disclosing Party as much notice of such disclosure as possible.

9. Termination

9.1 For Agreements with a monthly subscription, the initial term is one month. Afterward, the Agreement will automatically renew monthly unless either party terminates it.

9.2 For Agreements with an annual subscription, the initial term is one year. Afterward, the Agreement will automatically renew annually unless either party terminates it.

9.3 Both parties retain the right to terminate the Agreement for a valid reason.

9.3.1 In the event of the impossibility of further provision of the service, the Service Provider is obliged to notify the Client of the intention to terminate this Agreement, within a reasonable time but not earlier than 30 calendar days before the date of such termination.

9.3.2 The Customer may terminate this Agreement unilaterally by deleting the account and deleting the content. In this case, the funds paid for future periods of use will not be returned to the Customer.

9.4 Notice. Notice of termination must be given in writing as set forth in Section 11.2. All licenses and rights granted under the Agreement will be terminated immediately.

10. Data storage

10.1 We will retain your personal data only for as long as necessary to fulfil the purposes for which it was collected and in accordance with applicable laws. The specific storage period for your personal data may vary depending on the context and the type of data collected.

10.1.1 In general, we will store your personal data for as long as you maintain an active account with us or for as long as necessary to provide you with the services you have requested. If you choose to close your account or if your account becomes inactive, we may still retain your personal data for a limited period of time as required by law or for legitimate business purposes.

10.1.2 After the expiration of the storage period, your personal data will be securely deleted. Please note that certain data may be retained for a longer period if it is necessary to comply with legal obligations, resolve disputes, enforce our agreements, or for other lawful purposes, including accounting or tax obligations.

10.1.3 Otherwise, you can contact HarmonyHR at info@harmonyhr.org with a written request to delete your personal data that we store. We will review your request and respond with further steps within a reasonable time and without undue delay.

10.1.4 Detailed information for storing your personal data are outlined in the Privacy Policy.

11. Miscellaneous

11.1 Assignment: The Customer is prohibited from assigning or transferring any of its rights or responsibilities under this Agreement, unless explicitly allowed in this Agreement or with prior written consent from HarmonyHR (shall be drafted as a separate document and signed by both parties).

11.2 Notices: All notices, requests, demands and other notices under this Agreement must be made in writing in English and carried out by the Parties by email to the address info@harmonyhr.org or Telegram channel.

11.3 Amendments. HarmonyHR retains the unilateral right to revise or modify this Agreement when deemed necessary. The Customer acknowledges and concurs that their ongoing utilization of the services under this Agreement following the effective date of any amendments signifies their acceptance of the revised Agreement.

(i) Should the Customer disagree with the proposed amendments to the Agreement, they have the option to terminate this Agreement in accordance with Clause 9.3.2.