# ANNEX No. 1 TO THE TERMS OF SERVICE

### Terms of the BuddyPro Start and BuddyPro Empire plans

BUDDY.FM LTD

## 1. Subject of the Annex and relationship to the ToS

**1.1** This annex (the "Annex") sets out the special terms of the BuddyPro Start and BuddyPro Empire plans (each a "Plan") which the Provider (BUDDY.FM LTD) provides to the Expert (the "Client").

**1.2** The Annex supplements the Provider's Terms of Service at buddypro.ai/terms (the "ToS"), in particular clause 1.5 ToS (the Privacy Policy and feature-specific terms form an integral part of the agreement and prevail in the event of conflict) and clause 6.4 ToS (for Experts on custom or non-standard plans, the individual agreement prevails).

**1.3** The ToS remain in force as the general basis. In the event of conflict between the ToS and this Annex, this Annex prevails in matters concerning the Start and Empire Plans. In the event of conflict between this Annex and the individual order (the "Order"), where such an Order has been made, the Order prevails.

**1.4** Specific amounts (prices and the guarantee amount) are not stated in this Annex; they are set out in the Order or the applicable price list. The eligibility criteria are set out in clause 1.5.

**1.5** Any Client may order a Plan. However, the results guarantee under clause 5 applies only to Clients who, at the time of conclusion of the agreement, meet the following eligibility criteria:

(a) BuddyPro Start: an audience of 10,000 or more and existing revenue of USD 100,000 or more per year from know-how products;

(b) BuddyPro Empire: an audience of 50,000 or more and existing revenue of USD 300,000 or more per year from know-how products.

For this purpose, "audience" means the total number of the Client's followers and subscribers across social media, the e-mail list and other channels, and "know-how products" means products based on the Client's expertise, in particular online courses, memberships, coaching, consulting, events and digital products. The Client states in the Order whether they meet the eligibility criteria for the chosen Plan; where they do not, the results guarantee does not apply. When the guarantee is invoked, the Provider may request reasonable evidence that the criteria were met. If the Client's statement proves untrue, the results guarantee does not apply. The Order may set different eligibility criteria for an individual Client.

**1.6** A package comprising the BuddyPro platform licence, the mobile application and done-for-you setup of the Client's AI twin instance, sold directly during a webinar or a similar live sales event, is deemed to be the BuddyPro Start Plan for the purposes of the ToS and this Annex, even if it is offered under a different name and at a different price. The price agreed at the time of the sale applies; where this Annex refers to the price of the Plan (in particular clauses 5.1 and 5.2), it means that price. The Client is entitled to the full scope of the Start Plan; the results guarantee under clause 5 applies subject to the eligibility criteria under clause 1.5(a).

## 2. Definitions

**Provider -** BUDDY.FM LTD, the operator of the BuddyPro platform.

**Client (Expert) -** the person who has ordered the Start or Empire Plan and operates their own AI twin under their brand.

**End user -** a customer of the Client who uses the Client's AI twin as a paid subscription.

**Plan -** the Start or Empire plan as specified in the Order.

**Go-Live -** the point at which the Provider has delivered the complete scope of the chosen Plan and the Client is equipped to perform the Launch.

**Launch -** the public launch of the AI twin offer: the Client makes the offer public or to the majority of their audience, in line with the strategic plan prepared by the Provider. No minimum reach is set; what matters is that the Client launches to their audience in full. An offer limited to a narrow circle (e.g. a closed community) is not a Launch.

**Our strategy / strategic plan -** the strategic plan prepared by the Provider for the Client.

**Standalone product -** the AI twin offered on its own as a full product, not as a bonus bundled with another of the Client's products.

**AI costs -** the costs of running the AI (message processing), charged separately and not included in the Plan price.

## 3. Scope of services

### 3.1 Services common to Start and Empire

Within the chosen Plan the Provider provides:

(a) a licence to the BuddyPro platform;

(b) done-for-you setup of the Client's AI twin instance;

(c) the mobile application (subject to clause 3.4);

(d) the launch strategy (strategic plan, sales page and e-mails);

(e) a monthly group call;

(f) priority support.

### 3.2 Additional services under the Empire plan

The Empire Plan further includes:

(a) a monthly one-to-one call;

(b) access to the CEO (subject to clause 3.3);

(c) ongoing long-term maintenance (know-how updates, prompt changes and similar interventions); development on request (custom solutions) is not included;

(d) support for the Client's end users (subject to clause 3.3);

(e) early access to new features.

### 3.3 Access to the CEO and end-user support (Empire only)

**Access to the CEO.** Access to the CEO is offered, not a guarantee of the CEO's availability. No response time, number of hours or defined channel is agreed. The Client has a personal telephone number and may be in contact within a reasonable extent. During the CEO's unavailability (e.g. illness, holiday) another team member takes over. This provision creates no measurable or enforceable availability commitment.

**End-user support (white label).** The Provider provides customer support to end users on the Client's behalf (white label), i.e. acts as if it were the Client's internal support. The following applies:

(a) It handles end-user queries and issues, invoice adjustments, refunds and routine support relating to the AI twin.

(b) Scope: everything that can be handled without the Client's assistance. Where a query is within the Client's domain, the Provider contacts the Client and handles the reply itself.

(c) Channel: white-label e-mail (forwarding from the Client, or a mailbox set up by the Provider).

(d) Language: English only.

(e) Response time: within 2 business days. This is not continuous (live) support; no operating hours are set and it may not be construed as round-the-clock availability.

(f) Development on request is not provided.

(g) End-user support does not draw on the Client's AI-cost credit.

Personal data: see clause 7.

### 3.4 Mobile application

(a) Apple: the Client must have their own Apple Developer account and pays for it; the Provider develops the app under that account.

(b) Google Play: the Provider's account by default; at the Client's request the app is published under the Client's account.

(c) Account access: the Client must establish and maintain, for the entire term, the access the Provider needs to the Client's developer account (Apple, and where relevant Google). Refusing or failing to maintain such access is a breach of the agreement.

(d) After termination: if the app is on the Client's account, the Provider withdraws from it and provides no updates or maintenance; if on the Provider's account, the Provider may switch the app off.

(e) On non-payment of the app licence the Provider may switch the app off and remove it from the store, even if it runs on the Client's developer account.

(f) The app delivery date is not guaranteed, as it depends on the Apple and Google review process. Marketing materials may state only a typical indicative time (weeks to months).

## 4. Delivery (Go-Live) and Launch

**4.1 Provider's delivery (Go-Live).** The Provider delivers the complete scope of the chosen Plan (Go-Live) within 60 days of conclusion of the agreement, subject to the Client's cooperation.

**4.2 Client's Launch.** The Client performs the Launch within 30 days of Go-Live and in any event no later than 90 days from the conclusion of the agreement. This period is separate from the Go-Live period and starts upon the Provider's delivery; the Go-Live period and the Launch period do not overlap. The 90-day limit is extended by any period by which Go-Live is delayed beyond 60 days for reasons not attributable to the Client.

**4.3 Client cooperation and suspension of the period.** The Provider's delivery obligation applies provided the Client communicates with the Provider. If the Client does not respond for more than 14 days, the Provider's period is suspended for the duration of the Client's delay. A situation in which the Client does not cooperate and then alleges non-delivery is to the Client's detriment.

**4.4 Mobile app and the Launch period.** The mobile application depends on the Apple/Google review process and its delivery date is not guaranteed (clause 3.4). If the mobile application is not available in the relevant app store within 60 days of the conclusion of the agreement, the Client's Launch deadline (clause 4.2) is extended until the mobile application becomes available. The readiness of the mobile application is not a condition of Go-Live.

## 5. Results guarantee

**5.1 Form of the guarantee.** If the Client does not reach gross revenue equal to five times the price of their Plan (as determined under clause 5.2) within 12 months, the Client is - provided the conditions in clause 5.4 are met - entitled to a refund of the entire payment for the first year. The guarantee applies to both the Start and the Empire Plan; only the eligibility criteria (clause 1.5) and the guarantee amount (see the Order) differ.

**5.2 Calculation.** The gross revenue of the Client from the AI twin achieved within 12 months is decisive. Revenue counts subscriptions and additional-message packages; nothing else the Client sells is counted. The basis is gross revenue; AI costs are not deducted. The basis for the five-times threshold is the total price of the Plan for the first 12 months in the billing regime chosen by the Client, excluding add-ons; where half-yearly billing is chosen, it is the sum of both half-yearly payments. The resulting threshold amount is stated in the Order.

**5.3 Burden of proof.** The burden of proof lies with the Client and arises only upon invoking the guarantee. Until then the Provider does not track the Client's revenue and the Client submits nothing.

(a) If the Client sells through the platform's payment gateway, the Provider sees the sales and AI costs itself and the Client need not evidence anything.

(b) If the Client uses their own integration, the Client must evidence the sales.

**5.4 Conditions of the guarantee claim.** A claim under the guarantee arises only if all of the following are met at the same time:

(a) the Client performed the Launch within the meaning of clause 2 and within the period under clause 4;

(b) the Client followed the strategic plan prepared by the Provider ("Our strategy");

(c) the AI twin was offered as a standalone product;

(d) the agreement was duly paid throughout the relevant period and the service was not interrupted (see clause 6);

(e) the Client met the eligibility criteria under clause 1.5 (or as set out in the Order) at the time of conclusion of the agreement.

**5.5 What is provided.** The entire payment for the first year is refunded. If the Client wishes to keep operating the instance, they must move to the standard annual licence (per the price list, plus the mobile-app price if applicable). On such transfer, all recurring benefits tied to the high-ticket Plan cease - namely the monthly group call (clause 3.1(e)) and priority support (clause 3.1(f)), and, for Empire, all services under clause 3.2 (monthly one-to-one call, access to the CEO, ongoing maintenance, end-user support and early access). One-off services already delivered (done-for-you setup, clause 3.1(b); launch strategy, clause 3.1(d)) are not reversed. The mobile application (clauses 3.1(c) and 3.4) continues only if separately licensed and paid. Only the clean platform licence (clause 3.1(a)) remains.

**5.6 Guarantee window and relation to renewal.** The guarantee is assessed on the Client's gross revenue over the first 12 months from the conclusion of the agreement (the start of the subscription). As subscription renewal is automatic (clause 6), a window for invoking the guarantee is set during which automatic renewal is suspended, so that the outcome is settled before the renewal date and the second-year payment is not charged while a first-year guarantee claim is pending.

If the Client invokes the guarantee, the Plan does not renew and the first-year payment is refunded (clause 5.5). If the Client nevertheless wishes to keep operating the instance, they may do so only by moving to the standard annual licence under clause 5.5; that is a separate new arrangement, not a renewal of the Plan.

The Client may give notice of a guarantee claim during the last 30 days of the 12-month period. Upon such notice the Plan does not renew and automatic renewal is suspended, so that it is settled before the renewal date whether the agreement renews for a second year. The claim is assessed on the Client's gross revenue over the full 12 months and the Client substantiates it within 15 days after the end of that period. If no notice is given, the Plan renews.

**5.7 Individual deviation from the guarantee.** The guarantee applies as stated unless otherwise agreed in the Order. Any deviation from the guarantee is valid only if captured in the written Order. Oral arrangements or a call recording do not by themselves establish a deviation (they may serve as background, not as a contractual term).

## 6. Payments, renewal and termination

**6.1 Billing period.** The price may be paid annually or half-yearly. Half-yearly payment is not an instalment plan but a shorter billing period; the higher total under the half-yearly regime is the

price for that shorter billing period and contains no interest or surcharge for spreading payment. The lower annual price reflects the longer commitment.

**6.2 Non-payment.** Non-payment of the second half-yearly payment results in termination of the service.

**6.3 Relation of guarantee and payment.** A claim under the guarantee may be exercised only if the agreement was duly paid throughout the relevant period and the service was not interrupted. A Client whose service ended for non-payment (e.g. of the second half-yearly payment) acquires no claim under the guarantee.

**6.4 AI costs.** AI costs are charged separately and are not part of the Plan price; they are paid as permitted under ToS clause 6.4 (by automatic debit from the registered payment card or from prepaid credit). Unused prepaid AI-cost credit may be refunded on termination. The refund is made to the payment method the Client states in the refund request; where the Client states none, it is made to the method configured for topping up credit. The Provider may decline a stated method that cannot be verified or executed and use the top-up method instead.

**6.5 Automatic renewal.** The subscription renews automatically. Termination follows ToS clauses 9.1-9.2 and 6.8; no notice period separate from the ToS applies. To avoid automatic renewal for the next period, the Client must cancel before the end of the current billing period. For suspension of renewal in the guarantee window, clause 5.6 applies.

**6.6 Termination.** On termination the instance is switched off and the Provider may remove the mobile app from the store (subject to clause 3.4). On request the Client's data and the data of the Client's end users are deleted; this is without prejudice to the Provider's statutory obligations to retain accounting and tax records.

## 7. Personal data

**7.1 General.** Processing of personal data under this Annex is governed by clause 7.3 ToS, save as set out below.

**7.2 End-user support.** Processing of end users' personal data in connection with the support under clause 3.3 goes beyond the scope of clause 7.3.1 ToS, which covers personal data contained in the Expert Content for the purpose of operating the Client's instance. For this activity the following applies, supplementing clause 7.3 ToS (this Annex prevails under clause 1.5 ToS): (a) Purpose: providing customer support to the Client's end users on the Client's behalf, including handling queries, invoice adjustments and refunds. (b) Categories of data: identification and contact data of end users, subscription and payment data, and the content of the support communication. (c) Data subjects: the Client's end users. (d) Roles: the Client is the controller and the Provider the processor. (e) Duration: for the term of the agreement, subject to clause 7.4.

**7.3 Sub-processors.** Deployment of any new tool for this support (helpdesk, ticketing) is subject to the sub-processor regime under clause 7.3.3 ToS, including listing and prior notice to Clients.

**7.4 Deletion.** Deletion of data on termination is governed by clause 6.6 of this Annex; the Provider's statutory retention obligations are unaffected.

## 8. Common and final provisions

**8.1** The eligibility criteria for the Plans are set out in clause 1.5; any individual deviation is set out as fixed text in the Order; no reference is made to the offer (web) page.

**8.2** This Annex takes effect on conclusion of the agreement (acceptance of the Order) and forms an integral part of it.

# INDIVIDUAL ORDER - TEMPLATE

to the Annex "Terms of the BuddyPro Start and Empire plans"

## Parties

| | |
|---|---|
| **Provider** | BUDDY.FM LTD |
| **Client (Expert)** | [name / company, ID, seat, e-mail] |

## Subject of the order

| | |
|---|---|
| **Plan** | [ ] Start [ ] Empire |
| **Billing period** | [ ] annual [ ] half-yearly |
| **Plan price** | [amount] USD |
| **Add-ons** | [ ] mobile app [ ] done-for-you setup [ ] launch strategy ([amounts]) |
| **AI-cost default** | [ ] registered card [ ] prepaid credit |

## Eligibility criteria (clause 1.5 of the Annex)

| | |
|---|---|
| **Audience threshold** | [Start: 10,000+ / Empire: 50,000+] |
| **Revenue threshold** | [Start: 100,000+ USD/yr / Empire: 300,000+ USD/yr] |
| **Client meets the criteria (clause 1.5)** | [ ] yes [ ] no - the results guarantee does not apply |

## Guarantee

| | |
|---|---|
| **Target gross-revenue threshold** | [5x total Plan price for first 12 months] USD within 12 months |
| **Individual deviation** | [none / description - valid only here in writing] |

## Deadlines

| | |
|---|---|
| **Go-Live** | within 60 days of conclusion |
| **Launch** | within 30 days of Go-Live, max 90 days from conclusion |

In _____ on _____

_____ _____

For the Provider Client (Expert)