

TERMS OF SERVICE

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These Terms of Service (the “Terms”) are a binding agreement between TinyCIO Inc. and the customer. By creating an account, placing an order, clicking “I agree,” paying an invoice, or using the Services, you accept these Terms in full. If you do not agree, do not use the Services.

These Terms are entered into by and between **TinyCIO Inc.**, a Wyoming corporation, with principal office at 1309 Coffeen Avenue STE 1200, Sheridan, WY 82801, USA (“**TinyCIO**,” “we,” “us”), and the individual or entity that accepts these Terms (“**Customer**,” “you”).

1. Definitions

Services — any services we provide, including: custom software development; IT audit and consulting; the “virtual IT department” and technical support service; maintenance and development on the “1C” platform; rental of access to computing infrastructure (virtual servers); and related services.

Software — software, databases, their components, and documentation that we license to you or use to provide the Services.

Server — a virtual machine and resources allowing you to remotely use an operating system and preinstalled software.

Customer Portal — the secured interface used to manage the Services and communicate between the parties.

User — your employee or a person you duly designate, authorized to use the Services.

Pricing — the prices and conditions set out in Schedule 2 and/or on the Site.

Order — your selection and purchase of Services via the Site, Customer Portal, an invoice, or a written order.

2. Acceptance; eligibility

2.1. These Terms form a binding contract upon your acceptance (as described above). You represent that you are at least 18 years old and have authority to bind the entity you represent.

2.2. By accepting, you also agree to the schedules and to the Website Terms of Use, Privacy Policy, Acceptable Use Policy, and other policies posted on the Site, all incorporated by reference.

2.3. These Terms may be accepted only in their entirety.

3. Services; subcontractors

3.1. We will provide the Services you order, with the service levels described in the Service Level Agreement (Schedule 1, SLA).

3.2. The scope, volume, and characteristics of the Services are defined by the Pricing (Schedule 2), your Order, the applicable invoice, and/or a separate written agreement.

3.3. We may perform the Services ourselves or through third parties (subcontractors, cloud infrastructure providers, licensors) without your prior consent or notice, remaining responsible for the result within the limits of these Terms.

4. License; intellectual property

4.1. Unless otherwise agreed in writing, we grant you a **non-exclusive, non-transferable, non-sublicensable** right to use the Software by remote access over the Internet, for the term of the Pricing paid and without territorial limitation.

4.2. **We (or our licensors) retain all right, title, and interest** in and to the Software and in any deliverables, work product, source code, architecture, methods, and know-how. No exclusive rights are assigned under these Terms unless expressly assigned in a separate signed writing and paid for by you.

4.3. You will not decompile, reverse engineer, modify, distribute, resell, rent, or sublicense the Software, or provide access to it outside these Terms, except to the extent such restriction is prohibited by applicable law.

4.4. If you provide feedback, you grant us a perpetual, irrevocable, royalty-free license to use it without restriction.

5. Customer obligations

5.1. You will pay for the Services on time; provide accurate information; and maintain valid licenses for software required to use the deliverables (in particular the “1C” platform).

5.2. You are responsible, at your expense, for your own equipment, connectivity, and security, and for the confidentiality of your credentials. You are responsible for all activity under your account and that of your Users.

5.3. You will use the Services only lawfully and in compliance with the Acceptable Use Policy (TC-COM-AUP).

6. Fees; payment; taxes

6.1. Fees are set by the Pricing in effect (Schedule 2), your Order, and/or invoice, and are **exclusive of taxes**; you are responsible for all applicable sales, use, VAT, withholding, and similar taxes (other than taxes on our net income).

6.2. Unless otherwise stated, Services are provided on a **prepaid** basis per billing period (calendar month). Payment is due upon invoice; the payment date is the date funds are received by us.

6.3. We may suspend Services for amounts more than 7 days overdue. Late amounts may accrue interest at 1.5% per month or the maximum permitted by law, whichever is less, plus reasonable collection costs.

6.4. **Acceptance of invoices.** Unless you provide a written, itemized objection within 5 (five) business days after an invoice or service report is sent, the Services are deemed accepted and properly rendered. Our system records (access, time, and ticket logs) are sufficient evidence of the Services provided.

6.5. We may change the Pricing; new Pricing applies to billing periods beginning after it is posted on the Site. Except as required by law, **fees are non-refundable** except as expressly stated in the Payment & Refund Policy (TC-COM-REFUND).

7. Suspension; term; termination

7.1. We may suspend or terminate the Services or block access if: payment is more than 7 days overdue; you breach these Terms or the Acceptable Use Policy; your acts threaten the security of the infrastructure or other customers; or a competent authority so requires.

7.2. For amounts more than 30 days overdue, we may suspend access to all Software and data. We may terminate and delete the account and data 90 days after, among others: non-payment beyond 7 days; unauthorized access attempts; interference with other customers; distribution of unlawful information, malware, or spam; or infringement of third-party rights.

7.3. Either party may terminate for convenience on 10 days' written notice; you will pay for Services rendered through the termination date. You are solely responsible for losses from data loss (including from non-payment) and must keep backups of your critical data.

7.4. Sections that by their nature should survive (including 4, 6, 8, 9, 10, 11, 12) survive termination.

8. Warranties; disclaimer

8.1. Each party represents it has authority to enter into these Terms.

8.2. **EXCEPT AS EXPRESSLY STATED, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND TINYCIO DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.** We do not warrant that the Services will be uninterrupted or error-free beyond the parameters in the SLA. Some jurisdictions do not allow certain disclaimers; in that case, the disclaimers apply to the maximum extent permitted.

9. Limitation of liability

9.1. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA,** even if advised of the possibility.

9.2. **TINYCIO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO TINYCIO FOR THE BILLING PERIOD (CALENDAR MONTH) IN WHICH THE EVENT GIVING RISE TO LIABILITY OCCURRED.**

9.3. The limitations in this Section apply to all claims, whether in contract, tort, or otherwise, and reflect the allocation of risk between the parties.

10. Indemnification

You will defend, indemnify, and hold harmless TinyCIO and its officers, directors, and personnel from any third-party claims, damages, liabilities, and reasonable costs (including attorneys' fees) arising from your or your Users' use of the Services, your content, or your breach of these Terms or applicable law.

11. Confidentiality; data protection

11.1. Each party will protect the other's confidential information and use it only to perform under these Terms. Disclosure required by law or to subcontractors under confidentiality is permitted.

11.2. Personal data is processed in accordance with the Privacy Policy (TC-COM-PRIVACY) and, where applicable to business customers, the Data Processing Addendum (TC-COM-DPA).

12. Governing law; dispute resolution; arbitration

12.1. These Terms are governed by the laws of the **State of Wyoming, USA**, without regard to conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not

apply.

12.2. **Informal resolution first.** The parties will attempt to resolve any dispute informally for 30 days after written notice.

12.3. **Binding arbitration.** Except for claims for injunctive relief regarding intellectual property or unauthorized access, any dispute that is not resolved informally will be settled by **binding arbitration** administered under the rules of a recognized arbitration body, seated in Sheridan, Wyoming (or by videoconference), in English. Judgment on the award may be entered in any court of competent jurisdiction.

12.4. **Class-action waiver.** To the extent permitted by law, disputes will be resolved **only on an individual basis**; the parties waive any right to participate in a class, collective, or representative action.

12.5. Nothing in this Section limits any non-waivable statutory rights of a consumer.

13. Changes; miscellaneous

13.1. **We may modify these Terms.** We will post the updated version on the Site at least 10 days (14 days for material changes) before it takes effect. Continued use of the Services after the effective date constitutes acceptance. If you object, you may terminate before the effective date.

13.2. Electronic communications and signatures (email, Customer Portal, Telegram, WhatsApp) are valid and enforceable under the U.S. ESIGN Act and applicable law.

13.3. Force majeure: neither party is liable for delays caused by events beyond its reasonable control. If any provision is unenforceable, the remainder stays in effect. These Terms, with the schedules and policies, are the entire agreement. We may assign these Terms in connection with a merger or sale of assets.

14. Company information

TinyCIO Inc. — a Wyoming corporation · EIN 37-2015210 Principal office: 1309 Coffeen Avenue STE 1200, Sheridan, WY 82801, USA Registered agent: Cloud Peak Law Group, P.C., 1095 Sugar View Dr Ste 100, Sheridan, WY 82801 Email: we@tinycio.com · Site: <https://tinycio.com> · Telegram: @TinyCIO_bot

Schedules

- **Schedule 1.** Service Level Agreement (SLA) — TC-COM-SLA.
- **Schedule 2.** Pricing — TC-COM-PRICING.

Legal notice. This is a template drafted in favor of the company within the limits of mandatory law. It is not legal advice. Have counsel review before publishing; arbitration/class-action terms and consumer-facing terms in particular should be reviewed for your target markets.