

Terms and Conditions

Updated on July 30, 2023.

Welcome to https://panoramamas.com!

These terms and conditions outline the rules and regulations for the use of Panorama Management Advisory Services Limited, located at <u>https://panoramamas.com</u>

By accessing this website, we assume you accept these terms and conditions. Do not continue to use <u>https://panoramamas.com</u> if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and all Agreements: "Client", "You" and "Your" refers to you, the person who logs on to this website and is compliant with the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and us. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Cookies

We employ the use of cookies. By accessing <u>https://panoramamas.com</u>, you agreed to use cookies in agreement with the Panorama Management Advisory Services Limited Privacy Policy Link

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people to visit our website. Some of our affiliate/advertising partners may also use cookies.

License

Unless otherwise stated, Panorama Management Advisory Services Limited and/or its licensors own the intellectual property rights for all material on https://panoramamas.com. All intellectual property rights are reserved. You may access this from https://panoramamas.com. All intellectual property rights are reserved. You may access this from https://panoramamas.com. All intellectual property rights are reserved. You may access this from https://panoramamas.com. For your own personal use subject to restrictions set in these terms and conditions.



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- Sell, rent or sub-license material from https://panoramamas.com
- Reproduce, duplicate, or copy material from https://panoramamas.com
- **Redistribute content** from <u>https://panoramamas.com</u>
- This Agreement shall begin on the date hereof July 24, 2023

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Panorama does not filter, edit, publish, or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Panorama, its agents, and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, Panorama shall not be liable for the Comments or for any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Panorama reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive, or causes a breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so.
- The Comments do not invade any intellectual property right, including without limitation copyright, patent, or trademark of any third party.
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material which is an invasion of privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Panorama a non-exclusive license to use, reproduce, edit, and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats, or media.

Hyperlinking to our Content

The following organizations may link to our website without prior written approval:

- Government agencies.
- Search engines.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

• Commonly known consumer and/or business information sources.



- Dot.com community sites.
- Online directory distributors.
- Accounting, law, and consulting firms; and
- Educational institutions and trade associations.

We will approve link requests from these organizations if we decide that:

(a) The link would not make us look unfavorably to ourselves or to our accredited businesses.

(b) The organization does not have any negative record with us.

(c) The benefit to us from the visibility of the hyperlink compensates for the absence of Panorama.

(d) The link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Panorama. Please include your name, your organization name, and contact information as well as the URL of your site, a list of any URLs from which you intend to link to our **website**, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Panorama Management Advisory Services Ltd, logo, or other artwork will be allowed for linking absent a trademark license agreement.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our website. Content Liability

Content Liability

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear



on any Website that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and their linking policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions. Removal of links from our website

Removal of links from our website

If you find any link on our website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Amendments:

The company reserves the right to modify or amend these terms and conditions at any time. Any changes will be effective upon posting the updated terms and conditions on the company's website. Users are responsible for regularly reviewing the terms and conditions to stay informed of any changes.

1. **Definitions:**

1.1. "Company" refers to our consulting company, providing automated data-driven assessments and consultation services.

1.2. "User" refers to any individual or entity utilizing our assessment and consultation services.

2. Assessment and Consultation Service:

2.1. The assessment service includes a comprehensive questionnaire consisting of 150 questions across different business blocks.

2.2. Users are responsible for providing accurate, truthful, and complete responses to the questionnaire.

2.3. The assessment results and reports are generated based on the user's responses and our proprietary scoring system.

2.4. The consultation service offers users the opportunity to schedule and attend consultation sessions with our experienced consultants to discuss their assessment results, address specific business problems, and receive expert guidance and advice.



3. Pricing and Packages:

3.1. The company offers four pricing packages: Basic, Standard, Premium, and Enterprise, each with specific features and pricing details.

3.2. The pricing and features of each package are clearly outlined on our website and may be subject to change at the discretion of the company.

3.3. Users are required to select and pay for their desired package before gaining access to the

assessment and consultation services.

4. Payment, Refund, and Upgrade Policy:

Link: https://drive.google.com/file/d/1sbUaLLKNCwlDeJI-eCQePlvkR7_l-4E7/view?usp=sharing

Confidentiality and Data Protection:

5.1. The company ensures the confidentiality and security of all information provided by users.

5.2. Users are responsible for providing accurate and reliable business and personal information during the sign-up process.

5.3. The company maintains strict confidentiality standards and will not disclose user information to third parties without the user's explicit consent, except as required by law or to provide assessment and consultation services.

5. Feedback and Reports:

6.1. The assessment reports provide users with feedback and insights based on the percentage score achieved in each specific question block and sub-block.

6.2. The feedback provided in the reports is intended to be generalized and offers an overview of the user's performance in each block and sub-block.

6.3. Users should note that the generalized feedback may not capture specific nuances or individual details from the assessment.

6. Usage Restrictions:

7.1. Users are strictly prohibited from reproducing, modifying, distributing, or reselling the assessment and consultation services or any related materials without prior written permission from the company.

7.2. Users may not use the assessment and consultation services for any illegal or unauthorized purposes, or in a manner that violates applicable laws or regulations.

7. Limitation of Liability:

8.1. The company will not be liable for any direct, indirect, incidental, special, or consequential

damages arising from the use or inability to use the assessment and consultation services,

including but not limited to any errors, inaccuracies, or omissions in the reports or consultations.

8. Governing Law and Jurisdiction:

9.1. These terms and conditions shall be governed by and construed in accordance with the laws of the jurisdiction where the company is located.



9.2. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

9. Severability:

10.1. If any provision of these terms and conditions is deemed invalid or unenforceable, it shall

not affect the validity or enforceability of the remaining provisions.

10. Entire Agreement:

11.1. These terms and conditions constitute the entire agreement between the company and the

user, superseding any prior agreements or understandings, whether written or verbal.

11. User Responsibilities:

12.1. Users are responsible for providing accurate and up-to-date information about their business and personal details during the sign-up process.

12.2. Users must ensure that they have the necessary rights and permissions to use the assessment and consultation services and that their use complies with applicable laws and regulations.

12.3. Users are solely responsible for the security and confidentiality of their login credentials and must not share them with unauthorized individuals.

12. Intellectual Property:

13.1. The Company retains all intellectual property rights, including copyrights, trademarks, and any other proprietary rights related to the assessment and consultation services and associated materials.

13.2. Users are granted a limited, non-exclusive, non-transferable license to access and use the assessment and consultation services for their own business purposes only.

13. Termination:

14.1. The company reserves the right to terminate or suspend a user's access to the assessment and consultation services at any time, with or without cause, and without prior notice.

14.2. Upon termination, users will no longer have access to assessment reports, consultation services, and any related features or materials.

14. Indemnification:

Users agree to indemnify and hold the company, its affiliates, and its employees harmless from any claims, damages, liabilities, or expenses arising out of or related to their use of the assessment and consultation services, including any violation of these terms and conditions.

15. Force Majeure:

The company shall not be liable for any delay or failure to perform its obligations under these terms and conditions due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, or technical failures.



16. **Waiver:**

The failure of the company to enforce any provision of these terms and conditions shall not be construed as a waiver of such provision or the right to enforce it.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury.
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation.
- Limit any of our or your liabilities in any way that is not permitted under applicable law; or
- Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer:

(a) Are subject to the preceding paragraph; and

(b) Govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.