

## FINDVA TERMS OF SERVICE

**Last Updated: November 2024**

The following Terms of Service ("**Terms of Service**") govern your access to and use of the Findva website, including any content, functionality, and Services offered on or through [www.Findva.io](http://www.Findva.io) (the "**Site**" or "**Findva Site**") by Ikigai Ltd , a limited liability company registered in Cyprus with registration number HE 453095 .

In these Terms, "**Findva**," "**we**," or "**us**" refers to Ikigai Ltd, while "**you**" or "**user**" refers to the individual or entity using the Site.

Please review these Terms of Service carefully before using the Site. By accessing the Site, purchasing a service, creating an account, or clicking to accept or agree to the Terms of Service when prompted, you accept and agree, on behalf of yourself and any applicable employer or entity, to be bound by these terms, the Findva Payment Terms clause ("**Payment Terms**") and any additional policies, guidelines and notices (collectively, the "**Terms**"), all of which are incorporated by reference. Additionally, you confirm that you have read and understood our Privacy Policy, which can be found [[link](#)]. If you do not agree to these Terms or the Privacy Policy, you should not access or use the Site.

Our Customer Support team is here to help if you have questions about the Site or these Terms. You can reach our Customer Support team through email at [[email](#)].

### 1. DEFINITIONS:

For the purposes of these Terms, the following, have the meanings set out below:

**Buyers** are users who purchase Services on Findva.

**Custom Offers** are unique proposals created by an Assistant in response to the specific requirements provided by a Buyer.

**Service Extras** are additional Services offered on top of an Assistant's main service for an extra fee defined by the Assistant.

**Service Page** is the profile area where Assistants can display their information, showcase portfolios, and highlight specific Services they offer, providing Buyers with relevant information for making service selections.

**Services** are offerings available on Findva from Virtual Assistants.

**Hourly Contract** means an Order based on an hourly Custom Offer, where payment is determined by an agreed-upon Hourly Rate.

**Hourly Limit** or **Weekly Hourly Limit** is the maximum number of hours an Assistant can work each week as defined in an Hourly Contract.

**Hourly Rate** refers to the agreed payment rate per hour between the Buyer and the Assistant for an Hourly Contract.

**Hourly Weekly Report** or **Weekly Report** is the record of weekly hours submitted by the Assistant in connection with an Hourly Contract.

**Order Page** is the designated space where Buyers and Assistants can communicate regarding an ordered Service.

**Orders** represent formal agreements between Buyers and Assistants for specific Services.

**Virtual Assistants/Assistants** are users who provide and deliver Services on the Findva Site

## **2.SITE ROLE AND LIMITATIONS**

Findva operates solely as an intermediary between Buyers and Assistants, facilitating connections and enabling secure transactions. Findva does not oversee, verify, or guarantee the quality, safety, legality, or accuracy of Services provided by Assistants.

Buyers and Assistants are responsible for establishing and fulfilling project Terms, including the scope of work, deadlines, and deliverables, in compliance with applicable local, national, and international regulations. Findva complies with the European Union’s Digital Services Act and any relevant regulations in the United States.

Only registered users may purchase and provide Services on Findva. When registering for an account, you agree to provide accurate, complete, and current information regarding your personal or business details and to update these details as necessary without delay. You may not create an account for fraudulent or misleading purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password.

Findva is not liable for any actions or omissions made in connection with your account.

Assistants on Findva determine their own pricing at their discretion. Services on Findva may start at a base price set by each Assistant, with Findva reserving the right to establish minimum pricing for specific service categories where applicable.

Buyers pay Findva in advance to initiate an Order, as outlined in the Payment Terms. For hourly contracts, payments are processed weekly based on the hours reported by the Assistant in their Weekly Report. For additional details, refer to the "Hourly Contract" section .

For details on payments and applicable fees, please refer to the Payment Terms.

Assistants are expected to complete Orders as agreed and should not cancel Orders frequently or without valid reasons, as such cancellations may impact the account standing.

All transactions on Findva must be completed through the Site. Offering or accepting payment outside of Findva’s order system is prohibited.

When a Buyer purchases a Service on Findva, they gain rights to the delivered work unless specified otherwise in the service description or as mutually agreed. Some Services may require additional payments for full commercial use licenses, which will be specified in the “Ownership” and “Commercial Use License” sections.

We prioritize your privacy; please review our Privacy Policy for more information.

## **3. VIRTUAL ASSISTANTS: SERVICES AND RESPONSIBILITIES**

Virtual Assistants create their Service Page on the Site, enabling Buyers to purchase their Services.

In addition to their standard Services, Virtual Assistants can provide Custom Offers to Buyers and/or hourly Custom Offers to Buyers, as detailed in their service description.

For each successfully completed Service—defined as payment received by Findva from the Buyer—80% of the listed purchase price will be credited to your account via the payment method designated by you, the Assistant. For Hourly Contracts, you will receive 80% of the agreed Hourly Rate based on the hours completed, as recorded in the Weekly Report.

Findva credits Virtual Assistants once a service order or Hourly Contract Weekly Report is completed. For further information, refer to our "Orders" section below.

For details regarding payments, fees, and taxes, please see the Payment Terms.

Virtual Assistants may not promote their Service listings or any content on Findva through the Google Ads platform or anywhere else without prior written consent from FINDVA.

Virtual Assistants are responsible for obtaining general liability insurance with sufficient coverage to manage all risks associated with delivering their Services.

If you identify yourself as providing Services on Findva related to your primary job or profession, you will be classified as a “Business Virtual Assistant.” The following additional terms will apply: (i) Upon creating a service listing or upon request, Business Virtual Assistants must submit the following information and documents to Findva:

- (a) Name, address, phone number, and email address;
  - (b) A copy of an identification document (e.g., ID card, passport) or other required electronic identification;
  - (c) Payment details;
  - (d) Trade registration number or equivalent identification and the trade register where the Business Virtual Assistant is registered (if applicable);
  - (e) A self-certification committing to only provide products or Services that comply with applicable European Union regulations; and
  - (f) Additional documents may be requested to validate the provided information.
- (ii) If a Business Virtual Assistant fails to submit this information within a reasonable timeframe, Findva may restrict or suspend the account.

#### **4. SERVICE LISTINGS**

Virtual Assistants are permitted to post a limited number of active service listings based on their account status, as outlined here.

Service listings created on Findva are considered User Generated Content.

Findva reserves the right to remove Services and/or users from the Site for violations of these Terms, which may include, but are not limited to:

- a) Provision of illegal or fraudulent Services

- b) Copyright and trademark infringements, as well as violations of third-party terms reported under our Intellectual Property Claims Policy
- c) Adult-oriented or inappropriate content
- d) Intentional duplication of service listings
- e) Spam, misleading, or deceptive content
- f) Misleading claims to Clients or others
- g) Low-quality Services or deliveries
- h) Promoting Findva or its Service listings through prohibited activities or marketing efforts that harm our relationships with users or partners
- i) Service listings removed for any violations may result in the suspension of the Virtual Assistant's account.
- j) Permanently removed service listings cannot be restored or modified.
- k) Service listings may be removed from our listings due to violations of these Terms, poor performance, or misconduct by users.
- l) Listings promoting content that violates Findva's Terms will be removed.
- m) Failure to match the quality standards of the average Service conducted in businesses as such as described, in recurring deliveries may result in permanent disabling of the account.
- n) Service listings may contain an approved video uploaded through the service management tools available on Findva, as described here.
- o) Any statements on the Service Page that undermine or bypass these Terms are prohibited.

#### **4.1 Service Extras**

Service Extras are additional Services provided by the Virtual Assistant on top of their main Service for an extra fee determined by the Virtual Assistant.

Extras may be removed for violations of these Terms. Listings are subject to removal due to violations found in Service Extras.

Services offered through Service Extras must relate to the primary Service and be part of the deliverables in the Order.

Extras may encompass different categories of Services that enhance the quality of the final deliverable.

Virtual Assistants can extend the duration of an Order for each Service Extra added to accommodate the time needed to complete the extra Service.

#### **4.2 Custom Offer**

Virtual Assistants can send Custom Offers tailored to the specific needs of the Buyers. Custom Offers are defined by the Virtual Assistant, including the detailed description of the service, pricing, and expected delivery timeframe.

Custom Offers are sent through the conversation page and are agreed between the Buyer and the Virtual Assistant.

Services offered in Custom Offers must not violate Findva's Terms.

#### **4.3 Hourly Contract**

The Virtual Assistants may offer hourly Contracts to their Buyers.

The Custom Offer sent by the Virtual Assistant must specify the Hourly Rate and the estimated working hours for the Hourly Contract. The minimum working hours for Hourly Contracts is 1 hour.

The Buyer can request Virtual Assistants to establish an Hourly Limit on the number of working hours per week, and the Virtual Assistant must include these details in the hourly Custom Offer.

Buyers can adjust the Hourly Limit at any time, and such changes will take effect immediately. If the Virtual Assistant has already reported working hours during a specific week, the updated Hourly Limit cannot exceed the hours already reported.

Both the Buyer and the Virtual Assistant may terminate the Hourly Contract at any time with 24 hours' notice through the [\[ \]](#). Buyers can also pause the Hourly Contract at any time with 24 hours' notice. Virtual Assistants must report their working hours and deliver their work within the designated notice period, and Clients must pay the applicable amount in the next weekly billing cycle (as detailed in the Payment Terms).

Any Hourly Contract without activity for three months will be automatically terminated.

#### **4.4 Time Reporting:**

Virtual Assistants should report their hours immediately after completing the work, providing sufficient detail about the tasks performed. Once hours are logged, they will be sent to the Buyer for review. Virtual Assistants may include additional information and attach relevant files to provide context. Such additional information may be utilized by Findva's Customer Support in case of a dispute.

Reported hours must be accurate and complete, reflecting actual working hours, in accordance with the Hourly Contract.

Virtual Assistants understand they will not be compensated for any hours exceeding the Hourly Limit or significantly exceeding estimated time.

All working hours must be reported by Sunday, 23:59 UTC. Hours not reported by this deadline will not be included in the Weekly Report, and the Virtual Assistant will not be compensated for them.

#### **4.5 Subscriptions:**

Virtual Assistants may offer Buyers a fixed-term subscription for a specific Service listing (the "**Subscription**"), providing Buyers with a certain number of Services for a recurring fee. The fee and frequency of payments must be clearly defined in the service listing.

Buyers can cancel their Subscription at any time before the next billing cycle, which shall be made within the first 5 business days of the month, for billing the previous month. However, once a payment has been processed, Virtual Assistants are required to provide the Service until the end of the current billing period and so the cancellation will take effect at the end of the current Subscription period. Virtual Assistants must adhere to the agreed terms for each subscription and are responsible for delivering quality service consistently throughout the subscription term, which must align with the Terms herein .

## **5.BUYERS**

### **5.1 Basics**

Buyers can browse and purchase Services offered by Virtual Assistants on Findva. Each Service Page includes relevant information about the Service, including pricing, delivery time, and any applicable Service Extras.

Buyers must create an account to initiate a purchase. By creating an account, Buyers agree to provide accurate and complete information and to update it as necessary to maintain its accuracy.

Once a service is purchased, Buyers will be required to make payment according to the terms specified in the Payment Terms section. Payment must be completed before any Services can be initiated.

Buyers are encouraged to communicate clearly and promptly with Virtual Assistants to clarify project details and expectations. Clear communication helps ensure that all parties are aligned on deliverables and timelines.

### **5.2 Purchase Process**

Buyers can initiate a purchase by selecting a Service from the listings offered by the Virtual Assistant through the Findva Site. The following steps outline the typical purchase process:

- a) Buyers choose the desired Service or Custom Offer.
- b) Buyers review the Service description, pricing, and any available Service Extras.
- c) If applicable, Buyers can select any Service Extras they wish to include with their purchase.
- d) Buyers proceed to payment, where they will provide payment information according to the Payment Terms.
- e) Once payment is processed, Buyers receive an order confirmation, and the Virtual Assistant will be notified to commence the Service.

### **5.3 Order Completion and Reviews**

Upon completion of the Service, Buyers will receive a notification to review the Virtual Assistant. Buyers are encouraged to provide honest and constructive feedback, which helps maintain the quality of Services on Findva and assists other Buyers in making informed decisions.

## **6 DISPUTES AND REFUNDS**

In the event of any issues with the delivered Service, Buyers should first communicate with the Virtual Assistant to resolve the matter. If the issue cannot be resolved directly, Buyers can reach out to Findva's Customer Support for assistance.

Findva reserves the right to intervene in disputes and to issue refunds at its discretion, based on the terms of service and applicable guidelines.

Refund requests must be submitted within a specific timeframe following the completion of an order, as defined in the “Refund” clause below.

## **7. ORDERS**

### **7.1 Basics**

Once payment is confirmed, your Order will be initiated.

An Order is considered Complete after it is marked as “Delivered” and subsequently accepted by a Buyer. If an Order is not accepted and no request for modification is submitted within 3 days of being marked as “Delivered,” it will automatically be marked as Complete. Buyers may extend this period by up to an additional 5 days.

For Hourly Contracts, a Weekly Report will automatically be marked as complete if it is not disputed within 72 hours after the Buyer’s payment method is charged.

Buyers may opt for a Subscription if it is available on the Virtual Assistant’s Page. During the subscription period, new Orders for the same subscription service will be automatically created on a recurring basis, as agreed between the Virtual Assistant and the Buyer, until terminated at any time by any of the parties. By purchasing a Subscription service, the Buyer authorizes us to charge them automatically for each Order from their saved payment method. If no saved payment method is available, the Buyer will be prompted to approve the payment before the next Order. If a payment fails for any reason, future Orders under the subscription will be cancelled. Buyers may also cancel future Orders before payment is made. Once payment is processed, Findva’s Order Cancellation clause will apply.

Sellers can cancel future Orders under the Subscription up to 10 days before the next scheduled Order.

### **7.2 Handling Orders**

When a Buyer places an Order, the Virtual Assistant receives notifications via email and alerts on the Site while logged into their account.

Virtual Assistants are expected to meet the delivery timeframe they specified when creating their Subscription or Custom Offers or any other Service offered. Failing to do so allows the Buyer to cancel the Order if it is marked late and may negatively impact the Virtual Assistant's account resulting to possibly deactivation if this behaviour happens on a regular basis.

When marking the Order as “Delivered,” Virtual Assistants must send the completed files and/or proof of work to the Buyer, if applicable.

Users are responsible for scanning all transferred files for viruses and malware. Findva is not liable for any damages that may arise from site usage, or from content or files transferred.

## **8. USER PROTECTION**

### **8.1 Communication Restrictions**

Exchanging email addresses, messaging app IDs, phone numbers, or any other personal contact details to communicate outside of the Findva Site aiming to bypass or misuse the Findva messaging system or platform, is strictly prohibited.

Any necessary personal information exchange to facilitate a Service must occur within the Site.

Findva does not guarantee the quality of service offered by Virtual Assistants to Buyers. To Dispute an Order, Buyers are encouraged firstly to contact the Virtual Assistant to resolve any issues and if the issue remains unresolved after contacting the Virtual Assistant, Buyers may escalate the matter by contacting Findva's Customer Support Team. Buyers should provide detailed information regarding the dispute, including any relevant communications, to facilitate a thorough review.

Findva cannot protect users who engage in interactions outside of the Site.

All information and file exchanges must be conducted exclusively through the Site.

Rude, abusive, or inappropriate language, as well as violent or threatening messages, will not be tolerated and may lead to account warnings or the suspension/removal of accounts.

Users must not discriminate against any other user based on gender, race, age, religious beliefs, sexual orientation, or any other criteria. Discrimination may result in account suspension or removal.

Users are prohibited from submitting proposals or soliciting parties introduced through Findva to contract, engage with, or pay outside of the Site.

## **8.2 Subscriptions, Description of Services & Service Page**

Virtual Assistants warrant that all content included in their Services, Subscription listing, and Service Page is original work created by them and does not infringe on any third-party rights, including, but not limited to, copyrights, trademarks, or service marks. If any third party material is used and is incorporated into the Service, Subscription, or Service Page, Virtual Assistants represent and warrant that they possess a valid license to use such materials.

Users may report Services that appear to violate Findva's Terms through the Customer Support, to conduct thorough research based on the claims.

Findva will respond to clear and complete notices of alleged copyright or trademark infringement.

## **8.3 Reporting Violations**

If users encounter any content that may breach our Terms or any other Policy outlined in the Site, they should report to our customer's support team. To safeguard individual privacy, the results of investigations are not shared. Any misuse of the reporting system may lead to account restrictions or permanent suspension.

## **8.4 Account Warnings**

Users may receive a warning for violating our Terms or for user misconduct reported to the Customer's Support Team. A warning will be sent to the user's email and displayed on their account page.



If action is taken against a user's account for violating our Terms, they will receive an email detailing the reasons for such actions and their options for review, resulting to possible deactivation of their account if the violation persists.

## **8.5 Non-Permitted Usage**

*Adult Services & Pornography:* Findva prohibits any exchange of adult-oriented or pornographic materials and Services.

*Inappropriate Behavior & Language:* Communication on Findva must be friendly, constructive, and professional. Bullying, harassment, and hate speech are strictly condemned.

*Phishing and Spam:* Member security is paramount. Attempts to send malicious content intending to compromise another member's account are prohibited. Users should respect others' privacy by only contacting them regarding Services or Orders.

*Privacy & Identity:* Users must not disclose others' private and confidential information. Any personal information required for service completion must be exchanged only for the purpose of completing the Services and only through the Site. Users engaging outside of Findva will not be protected by our Terms.

*Authentic Findva Profile:* Users must not create false identities, misrepresent their identity, or create accounts for anyone other than themselves. Profile information must be accurate, complete, and not misleading, illegal, offensive, or harmful. Findva reserves the right to require users to undergo a verification process and to refuse access to certain users to use the Site and/or the Services.

*Intellectual Property Claims:* Findva will respond to notices of alleged copyright or trademark infringement, and violations of third-party terms of Service.

*Fraud / Unlawful Use:* Findva Services must not be used for unlawful activities or to conduct illegal actions, including bypassing economic sanctions or trade restrictions.

*Targeted Abuse:* Targeted abuse or harassment towards other users on Findva is strictly prohibited, including creating multiple accounts to harass members.

## **8.6 Content Moderation, Notices, and Appeals**

Findva is not obligated to proactively monitor content posted by Virtual Assistants for legality. However, voluntary checks may be conducted to identify illegal content and appropriate actions may be taken against any violations. We handle complaints promptly and diligently and may reverse our decision if found erroneous.

## **8.7 Proprietary Restrictions**

The Site, including its layout, design, information, and content, is exclusively owned by Findva and protected by intellectual property laws. Users must not copy, modify, distribute, or attempt to derive the source code or underlying structure of the Site.

Except for the limited rights granted under these Terms, Findva retains all rights, titles, and interests in the Site and its content. Users agree not to take any action inconsistent with such ownership.

## **8.8 Confidentiality**

Virtual Assistants acknowledge that Buyers may disclose confidential information necessary for Service delivery. Virtual Assistants agree to treat this information as sensitive, maintaining strict confidentiality and not disclosing it to third parties, using it for any purpose other than Service delivery, and not reproducing it without the Buyer's permission.

## **9. USER GENERATED CONTENT**

User Generated Content ("UGC") refers to any content uploaded by users, as opposed to content created by Findva. All content uploaded to the Site by our users (Buyers and Virtual Assistants) constitutes User Generated Content. Findva does not proactively monitor UGC for appropriateness, copyright violations, trademarks, or other rights, and the user uploading such content shall be solely responsible for it and the consequences of using, disclosing, storing, or transmitting it. By uploading or sending content through the Site, you represent and warrant that you own or have obtained all necessary rights, licenses, consents, and permissions to use and/or upload such content and that it does not infringe upon or violate any intellectual property, proprietary or privacy rights of any third party; violate any applicable laws, regulations, or conventions; or violate any of your or third party's policies and/or terms of service and any violating content may be removed or disabled.

Furthermore, Findva is not responsible for the content, quality, or level of service provided by the Virtual Assistants. We offer no warranty regarding the Services on Findva, their delivery, or any communications between Buyers and Virtual Assistants. We encourage users to provide and read feedback provided by other Buyers for similar Services.

By offering a Service, the Virtual Assistant affirms they possess sufficient permissions and rights to provide, sell, or resell the Service offered through the Site. Virtual Assistants advertising their Services on the Site must comply with any applicable legislation and to these Terms. Failure to do so may result in removal of the service from Findva and may lead to the suspension of the Virtual Assistant's account.

## **10. OWNERSHIP**

When purchasing a Service on Findva, unless clearly stated otherwise on the Service Page or in a Custom Offer, the Buyer is granted all intellectual property rights, including copyright in the work delivered by the Virtual Assistant **upon payment**. The Virtual Assistant waives any moral rights to the extent permitted by applicable law. Consequently, the Virtual Assistant expressly assigns to the Buyer the copyright in the Delivered work. All transfers and assignments of intellectual property to the Buyer shall be contingent upon full payment, and delivery may not be used if payment is cancelled for any reason. For clarity, in custom created works (such as design work, report generation, etc.), the delivered work and its copyright shall be the exclusive property of the Buyer, and upon delivery, the Virtual Assistant agrees to assign all rights to the Buyer.

Certain Services may charge additional fees for a Commercial Use License. This means that if the service is purchased for personal use, the Buyer will own all necessary rights for such use

without requiring the Commercial Use License. If the Buyer intends to use it for any commercial purposes or in connection with a business, the Commercial Use License must be purchased.

## **11. DISCLAIMER OF WARRANTIES**

Your use of the Findva Site, its content, and any services or items obtained through the Site is at your own risk. The Site, its content, and any services or items obtained through it are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied. Findva and anyone associated with it make no warranty or representation regarding the completeness, security, reliability, quality, accuracy, or availability of the Site. Findva does not guarantee that the Site or services will meet your requirements, that access will be uninterrupted or error-free, or that defects will be corrected. No advice or information, whether oral or written, obtained from Findva or through the Site, will create any warranty not expressly made herein.

## **12. LIMITATION ON LIABILITY**

### **12.1 Limitation of Liability**

Provided that reasonable professional diligence has been exercised, in no event will Findva, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind arising from your use or inability to use the Site or any services or items obtained through it, including direct, indirect, incidental, consequential, or punitive damages. This includes, but is not limited to, any loss of profits, data, or intangible losses.

### **12.2 Limitation on Platform-Facilitated Interactions**

Findva will not be liable for any indirect, incidental, or consequential damages arising from platform-facilitated interactions, including but not limited to disputes between users, service dissatisfaction, or breaches of service agreements between Buyers and Virtual Assistants.

FindVA's total liability for any claim will be capped at the amount paid by the user for services on the platform in the six months preceding the claim.

## **13. DEACTIVATE AND DISABLE ACCOUNT**

Findva reserves the right to hold or permanently disable accounts due to a breach of these Terms, including low-quality Services or any illegal or inappropriate use of the Site. Users may deactivate their accounts at any time, but will remain responsible for any outstanding payment obligations.

## **14. PAYMENT TERMS**

### **14.1 Payment Obligations**

All payments for Services purchased through Findva must be made in accordance with the payment methods and procedures established by Findva. Upon confirmation of an Order, Buyers shall remit payment in full prior to the initiation of any Services. The amount due shall be as specified in the Service Page or Order or Custom Offer, inclusive of any applicable Service Extras. Buyers acknowledge and agree that all payments are non-refundable unless otherwise specified in the Refund Terms.

## **14.2 Payment Processing**

Findva employs a third-party payment processor to handle all transactions. Buyers agree to comply with the payment processor's terms of service, which govern the handling of payment information. Findva shall not be liable for any delays, errors, or omissions in processing payments. Any issues arising from payment processing shall be resolved directly with the payment processor.

## **14.3 Late Payments**

In the event that payment is not received by Findva within the specified timeframe, Findva reserves the right to suspend or terminate the Services associated with the relevant Order until payment is received in full. Buyers shall be responsible for any costs or fees incurred as a result of late payment, including but not limited to collection costs and interest on the overdue amount.

## **14.4 Currency and Taxes**

All payments made under these Terms shall be in the currency specified on the Service Page. Buyers are responsible for any applicable taxes, duties, or other governmental charges related to their purchase of Services, including value-added tax (VAT) or any similar tax.

## **15. REFUND TERMS**

### **15.1 Refund Eligibility**

Refund requests may be submitted by Buyers in accordance with the guidelines set forth in this section. To qualify for a refund, the Buyer must demonstrate that the delivered Service was not as described in the Service Page or Custom Offer, or that it failed to meet the agreed-upon specifications. Buyers are required to submit a written refund request to Findva within a specific timeframe, as defined herein.

### **15.2 Refund Process**

Upon receipt of a refund request, Findva shall review the request in accordance with its internal policies and procedures. If the request is deemed valid, Findva shall process the refund within a reasonable timeframe, typically within 14 business days. Refunds will be issued through the original payment method utilized by the Buyer. Findva reserves the right to refuse any refund request that does not comply with the requirements set forth in these Terms or this Refund Clause.

### **15.3 Non-Refundable Services**

Certain Services may be designated as non-refundable, as specified in the Service Page or Custom Offer or Order. In such cases, Buyers acknowledge and agree that they shall not be entitled to a refund under any circumstances. This includes, but is not limited to, Services that have been completed and delivered as agreed upon.

### **15.4 Discretion of Findva**

Findva retains sole discretion in determining the validity of refund requests. In cases where a refund is issued, Findva shall have no further obligations to the Buyer beyond the issuance of the refund. Buyers acknowledge that the decision of Findva regarding refunds is final and binding.

## **16. TERMINATION**

### **16.1 Termination Rights**

Findva reserves the right to terminate any Service or Order at its discretion, without cause or prior notice, if it determines, in its sole judgment, that the user has violated any provision of these Terms or engaged in conduct that is detrimental to Findva or its other users. In such event, the user shall not be entitled to any refund or compensation for Services not rendered.

### **16.2 Buyer Termination**

Buyers may terminate an Order at any time prior to the commencement of Services by providing written notice to the Assistant. Upon such termination, the Buyer shall be liable for any fees incurred prior to the date of termination, if applicable. If the Buyer terminates the Order after Services have commenced, the Buyer may not be entitled to a refund, as outlined in the Refund clause.

### **16.3 Effect of Termination**

Upon termination of an Order, all rights and obligations of the parties under the Order shall cease, except for any obligations that are expressly stated to survive termination. Termination of an Order shall not affect the validity of any actions taken prior to the termination date.

### **16.4 Survival**

The provisions of these Terms that are intended to survive termination, including but not limited to Payment Term, Refund Term, and any indemnification obligations, shall survive the termination of the Order and remain in full force and effect.

### **16.5 Termination for Convenience**

Either party may terminate this agreement for any reason or no reason at all, upon providing written notice to the other party at least thirty (30) days prior to the intended termination date. In the event of such termination, the Buyer shall be responsible for any fees incurred prior to the termination date, and the Assistant shall fulfill any outstanding obligations to the extent feasible.

## **17 ORDER CANCELLATION POLICY**

### **17.1 Cancellation Rights**

Buyers may cancel an Order prior to the commencement of Services by providing written notice to the Virtual Assistant and Findva. Cancellation requests should be submitted through the designated communication channels on the Site to ensure proper documentation and processing.

### **17.2 Cancellation Procedure**

To initiate the cancellation of an Order, the Buyer must follow these steps:

1. Access the Order Page associated with the relevant Order.
2. Select the option to cancel the Order and provide a reason for the cancellation, if applicable.
3. Confirm the cancellation request.
4. Once submitted, the Virtual Assistant will receive a notification of the cancellation request for review and acknowledgment.

### **17.3 Cancellation Timing**

Orders may be canceled at any time before the Virtual Assistant has commenced work on the requested Services. The determination of whether Services have commenced will be at the discretion of Findva, based on the activities documented in the Order Page and communication logs, and after communication with the Assistant.

### **17.4 Refund Upon Cancellation**

If a Buyer cancels an Order before Services have commenced, they shall be entitled to a full refund of any payments made. Buyers acknowledge that refunds may take up to 14 business days to be processed after the cancellation request is approved.

### **17.5 Post-Commencement Cancellations**

In the event that a Buyer wishes to cancel an Order after Services have commenced, the following conditions apply:

1. The Buyer must provide written notice to the Virtual Assistant, specifying the reasons for cancellation.
2. If the cancellation request is approved by the Virtual Assistant, the Buyer may not be entitled to a refund, as outlined herein in these Terms.
3. If the cancellation request is denied, the Buyer must fulfill their payment obligations for Services rendered up to the cancellation date.

### **17.6 Termination by Findva**

Findva reserves the right to cancel any Order at its discretion, without cause or prior notice, if it determines that the Buyer has violated any provision of these Terms or engaged in conduct that is detrimental to Findva or its users. In such cases, the Buyer shall not be entitled to a refund or compensation for Services not rendered.

All decisions regarding Order cancellations shall be made in accordance with the procedures outlined in these Terms. The decisions of Findva regarding the approval or denial of cancellation requests shall be final and binding.

Upon cancellation of an Order, all rights and obligations of the parties under the Order shall cease, except for any obligations that are expressly stated to survive cancellation. Cancellation of an Order shall not affect the validity of any actions taken prior to the cancellation date.

## **18. GENERAL TERMS**

### **18.1 Changes to these Terms**

Findva reserves the right to amend these Terms from time to time. Changes will be posted on the respective page, and continued use of the Site constitutes acceptance of the updated Terms.

### **18.2 Indemnification**

To the fullest extent permitted by law, users agree to defend, indemnify, and hold harmless Findva and its affiliates from any claims arising from violations of these Terms or third-party rights.

### **18.3 Severability**

If any provision of these Terms is found unenforceable, that part will be limited to the minimum extent necessary while the remaining provisions remain in effect.

### **18.4 Entire Agreement**

These Terms constitute the entire agreement regarding the subject matter herein and supersede any prior agreements concerning the Site or Services.

## **19 REPORTING AND DISPUTE RESOLUTION**

### **19.1 Reporting Issues**

Clients are encouraged to report any issues they encounter with Virtual Assistants or service listings through the Customer Service . This includes complaints regarding service quality, disputes over deliverables, or violations of these Terms. Findva will review all reported issues and may take action, including but not limited to warnings, temporary suspensions, or permanent removal of accounts based on the severity of the violations.

### **19.2 Dispute Resolution**

In case of a dispute between a Client and a Virtual Assistant, both parties are encouraged to resolve the matter amicably through direct communication. If a resolution cannot be reached, users can submit a formal dispute through the Findva Site.

Findva will act as a mediator, reviewing the details provided by both parties to reach a fair resolution. The decision made by Findva regarding disputes is final and binding.

### **19.3 Limitation of Liability**

Findva will not be liable for any indirect, incidental, or consequential damages arising from the use of the Site, including loss of profits, data, or other intangible losses. Virtual Assistants agree to indemnify and hold harmless Findva from any claims, damages, liabilities, and expenses arising from their actions or omissions in relation to the Services they provide on the Site.

### **19.4 Governing Law**

These Terms of Service shall be governed by the laws of Cyprus. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the Cypriot courts. EU users are protected under the Digital Services Act, and U.S. users are covered by relevant federal and state regulations.

### **19.5 Contact Information**

For any inquiries or concerns regarding these Terms or the Findva Site, Virtual Assistants can contact us through the support section on the website.