PROTEAN USER AGREEMENT

Version 1.0
Effective Date: 1st June 2025

This Protean User Agreement ("Agreement") governs your access to and use of the *Protean Communities Cyprus* platform ("CMS"), operated by Protean Digital Services (Cyprus) Ltd, a private limited company registered in Cyprus.

By registering a User Profile or accessing any part of the CMS, **you confirm your acceptance** of and agreement to be legally bound by this Agreement.

1. PURPOSE AND SCOPE

1.1. This Agreement sets out the rights and obligations between you (a "User") and Protean Digital Services Ltd ("Protean") relating to your use of the CMS platform, including:

1.1.1. Access to system functionalities;
1.1.2. Interaction with Digital Services offered by Clients;
1.1.3. Participation in engagements across one or more Channels;
1.1.4. Submission and use of personal data.

1.2. This Agreement is independent of any Client Channel, and its acceptance is required regardless of which Channel(s) you join.

2. DEFINITIONS

2.1. Unless otherwise stated, capitalized terms shall have the meanings ascribed below:

2.1.1. "CMS": The digital platform "Protean Communities Cyprus", enabling Protean and registered Clients to deliver Digital Services to Users.
2.1.2. "User": An individual who registers a profile on the CMS.
2.1.3. "User Profile": A secure, password-protected account required for CMS access.
2.1.4. "Client": A third-party organization with an allocated Channel on the CMS.
2.1.5. "Channel": A dedicated digital environment within the CMS through which Protean or a Client offers Digital Services.
2.1.6. "Digital Services": Online services (e.g., e-learning, licensing, voting, etc.) accessible through Channels.
2.1.7. "Service Module": A technical feature enabling specific classes of Digital Services.
2.1.8. "Engagement": A User's participation in or access to a Digital Service.
2.1.9. "User Data": Any personal, behavioral, or transactional data collected or generated about a User on the CMS.

3. USER ELIGIBILITY AND ACCOUNT REGISTRATION

3.1. **Eligibility:** You must:

3.1.1. Be at least 18 years of age, or have verifiable parental or guardian consent if younger;
3.1.2. Possess the legal capacity to enter into a binding agreement;

3.1.3. Provide valid and complete personal information during registration.

3.2. **Account Creation:** To access the CMS, you must create a User Profile, which:

3.2.1. Is unique to you and must not be shared;
3.2.2. Requires a secure password and active email address;
3.2.3. Must contain accurate and updated personal information.

3.3. **Verification:** Protean reserves the right to verify your identity and suspend access for any suspected misuse.

4. USER RIGHTS AND RESPONSIBILITIES

4.1. **Permitted Use:** You may:

4.1.1. Access one or more Channels;
4.1.2. Engage with permitted Digital Services;
4.1.3. View and manage your own data;
4.1.4. Submit content, where functionality allows.

4.2. **Prohibited Use:** You agree not to:

4.2.1. Access the CMS through automated tools (bots, scrapers);
4.2.2. Introduce malware, viruses, or harmful code;
4.2.3. Misrepresent your identity;
4.2.4. Circumvent security measures;
4.2.5. Upload unlawful, defamatory, or obscene material;
4.2.6. Use the CMS to advertise or promote services without authorization.

5. ACCESS TO CLIENT CHANNELS AND SERVICES

5.1. **Joining Channels:** You may:

5.1.1. Join "**Open Access**" Channels freely;
5.1.2. Request to join "**Restricted Access**" Channels by submitting required information;
5.1.3. Be removed from any Channel at the discretion of its administrator.
5.1.4. By creating an Account on the CMS you agree and will be automatically added to one or more Protean administered Channels identified for such purpose by it on the CMS.

5.2. **Channel Rules:** Each Client may impose Channel-specific rules, such as:

5.2.1. User behavior codes;
5.2.2. Engagement quotas;
5.2.3. Age or professional eligibility; provided that
5.2.4. These rules must not conflict with this Agreement. In the case of conflict, this Agreement prevails.

6. USER DATA AND PRIVACY

6.1. **Data Collection:** Protean may collect and store:

   6.1.1. Identification data (e.g., name, contact details);
   6.1.2. Activity logs (e.g., login history, engagements);
   6.1.3. Content you submit (e.g., comments, uploads);
   6.1.4. Data may be collected by both Protean and Clients, depending on which Channel(s) you engage with.

6.2. **Legal Basis:** Data is processed under:

   6.2.1. Your consent, obtained at registration and when joining Channels;
   6.2.2. Legitimate interests, including system operation, analytics, and fraud prevention;
   6.2.3. Legal compliance, when required by Cypriot law or regulation.

6.3. **Data Sharing:** Your data may be shared with:

   6.3.1. Clients whose Channels you join;
   6.3.2. Payment processors (for in-system purchases);
   6.3.3. Regulators or legal authorities, where legally required.

6.4. **User Rights:** You may:

   6.4.1. Access and update your personal information;
   6.4.2. Withdraw consent and delete your account at any time, using the procedure from time to time communicated by Protean.

6.5. **Processing User Requests:** All User requests must be submitted in writing to the CMS Help Center. Protean reserves the right to verify instructions or requests prior to execution.

6.6. **Data Retention:** Protean retains your data only as long as:

   6.6.1. Required by applicable law;
   6.6.2. Needed for the delivery of Digital Services;
   6.6.3. Necessary for recordkeeping, legal defense, or audit.

7. FEES AND PAYMENTS

7.1. **Platform Access:** Creating a User Profile and accessing the CMS is free of charge.

7.2. **Paid Services:** Access to certain Channels or Digital Services on any Channel may require payment:

   7.2.1. Pricing is determined by and paid directly to the Client or Protean for their respective Channels;
   7.2.2. Fees may be collected via in-system (card/mobile money) or out-of-system (bank deposit, cash) methods;
   7.2.3. All payment amounts and terms are shown before purchase.

7.3. **Refunds and Disputes**

    7.3.1.   Protean is not liable for disputes between Users and Clients involving payments;

    7.3.2.   All refund requests must be submitted directly to the relevant Client or Protean, depending on the related Channel to which such request applies.

8. PLATFORM OPERATION AND SUPPORT

8.1. **Service Availability:** Protean strives for 90%+ monthly uptime but does not guarantee uninterrupted access. Temporary outages may occur due to:

    8.1.1   Maintenance;

    8.1.2   Security updates;

    8.1.3   Force majeure events (e.g., power failure, war, pandemic).

8.2 **Support:** Users may request support through:

    8.2.1   The CMS Help Center;

    8.2.2   The relevant Channel administrator.

9. INTELLECTUAL PROPERTY

9.1. **CMS Content:** Protean owns all rights to the CMS platform, including:

    9.1.1.   Software and code;

    9.1.2.   Visual design;

    9.1.3.   Interface elements;

    9.1.4.   System logic and infrastructure.

9.2. **User Content:** You retain ownership of content you upload, but grant:

    9.2.1.   Protean a non-exclusive, royalty-free license to use it within the CMS;

    9.2.2.   Clients (where applicable) a license to display and process your content in relation to their Channel.

10. ACCOUNT TERMINATION

10.1. **User-Initiated Termination:** You may close your account at any time through your Profile settings. Account deletion is irreversible and removes access to all Channels and records.

10.2. **Protean-Initiated Termination:** Protean may suspend or delete your account without notice if:

    10.2.1.   You breach this Agreement;

    10.2.2.   You breach data or intellectual property laws;

    10.2.3.   Required by a regulator or court.

11.   LIABILITY LIMITATIONS

11.1. **Disclaimer:** Use of the CMS is at your own risk. Protean:

    11.1.1.   Does not guarantee the accuracy of Client content;
    11.1.2.   Is not liable for service delivery failures by Clients;
    11.1.3.   Is not responsible for the quality, legality, or success of Digital Services.

11.2. **Limitation of Liability:** Protean's liability for any claim shall be limited to € 1,000 (One Thousand Euro).

12.   INDEMNIFICATION:

12.1. You agree to indemnify and hold harmless Protean and its affiliates from any claims or liabilities arising from:

    12.1.1.   Your violation of this Agreement;
    12.1.2.   Your misuse of the CMS;
    12.1.3.   Your interactions with Clients or third parties.

13.   MODIFICATIONS TO THIS AGREEMENT

13.1. Protean may amend this Agreement from time to time. Changes will be communicated via:

    13.1.1.   Email;
    13.1.2.   CMS notifications;
    13.1.3.   Updated version at the point of login.
    13.1.4.   Continued use of the CMS implies acceptance of the updated Agreement.

14.   GOVERNING LAW AND DISPUTE RESOLUTION

14.1. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Cyprus.
14.2. In case of dispute:

    14.2.1.   Parties will first attempt resolution through negotiation;
    14.2.2.   Failing which, mediation will be attempted;
    14.2.3.   If unresolved, the matter shall be referred to the courts of Cyprus.

15.   MISCELLANEOUS

15.1. **Entire Agreement**: This Agreement supersedes any prior terms or policies.
15.2. **Severability**: If any part of this Agreement is invalid, the rest remains enforceable.
15.3. **Waiver**: No failure to enforce any provision constitutes a waiver.
15.4. **Language**: This Agreement is in English. Translations are for convenience only.

PROTEAN COMMUNITIES CYPRUS

Privacy, Data Protection and Cookie Policy

Version 1.0
Effective Date: 1st June 2025

This Privacy and Data Protection Policy ("Policy") explains how **Protean Digital Services Ltd** ("Protean", "we", "our", or "us") collects, processes, stores, shares, and protects personal data on the *Protean Communities Cyprus* platform ("CMS").

We are committed to safeguarding your personal data and complying with:

- The applicable Laws of the Republic of Cyprus;
- International best practices for digital data governance.

1. SCOPE

1.1. This Policy applies to all:

    1.1.1. **"Users"** who register and access the CMS;
    1.1.2. **"Clients"** who operate Channels on the CMS;
    1.1.3. **"Visitors"** to the CMS or its public-facing content.

2. DATA CONTROLLER

<div align="center">

Protean Digital Services Ltd
Nicosia, Cyprus
Email: andreas.d@protean-tech.eu
Phone: + 357 96 929128

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Important Note: Clients may also act as independent data controllers for information they collect on their Channels.

3. TYPES OF DATA WE COLLECT

3.1. **Personal Identification Data**

    3.1.1. Full name
    3.1.2. Date of birth
    3.1.3. Gender
    3.1.4. National ID or passport number
    3.1.5. Tax Details
    3.1.6. Contact details

3.2. **Account and Access Data**

    3.2.1. Username and password
    3.2.2. IP addresses and browser information
    3.2.3. Login logs and session data

3.2.4.   Channel membership and access levels

3.3.   **Engagement Data**

3.3.1.   Interactions with Digital Services (e.g., submissions, downloads, votes)
3.3.2.   Participation in activities or events
3.3.3.   Uploaded content, feedback, or messages

3.4.   **Channel-Specific Information (Dynamic Profile Data):** Certain Channels may collect additional information from Users to tailor services or evaluate eligibility. *This data is visible to Protean and relevant Clients if required for their Channels and is handled in accordance with this Policy*. Data may include:

3.4.1.   Job title or profession
3.4.2.   Employer or institution
3.4.3.   Industry or interest areas
3.4.4.   Qualifications, licenses, or resumes
3.4.5.   Service preferences or availability
3.4.6.   Supporting documents or credentials

3.5.   **Payment Data**

3.5.1.   Transaction references for paid services
3.5.2.   Mobile money or card payment metadata
3.5.3.   Invoicing details (where applicable)
3.5.4.   *Protean does not store full card or payment credentials.*

3.6.   **Communications and Feedback**

3.6.1.   Helpdesk queries
3.6.2.   Survey responses or reviews
3.6.3.   Email interactions and chat records

4.   **PURPOSES FOR DATA PROCESSING**

Purpose	Legal Basis
Create and manage your User Profile	Contract performance
Authenticate logins and secure the CMS	Legitimate interest
Deliver services via Client Channels	Contract performance / Legitimate interest
Collect Channel-specific info (e.g. job title, preferences)	Consent / Contract performance
Communicate with Users and respond to support requests	Legitimate interest
Analyze usage to improve services	Legitimate interest / Consent
Process payments on behalf of Clients	Contract performance / Consent
Fulfill legal or regulatory obligations	Legal obligation

5. CONSENT AND USER RIGHTS

5.1. **Consent:** Your consent is requested:

    5.1.1. At registration;
    5.1.2. Before submitting sensitive information;
    5.1.3. When joining Channels with additional requirements.
    5.1.4. You may withdraw consent at any time.

5.2. **Your Rights:** As a User, you have the right to:

    5.2.1. Access and review your personal data
    5.2.2. Correct or update inaccurate data
    5.2.3. Request deletion of your account and data (unless required by law)
    5.2.4. Object to certain uses of your data
    5.2.5. Request a copy of your data (data portability)
    5.2.6. Withdraw your consent at any time
    5.2.7. Lodge a complaint with applicable Cypriot Authorities

6. DATA SHARING

6.1. We may share your personal data with:

    6.1.1. Clients of Channels you join
    6.1.2. Payment providers for processing fees
    6.1.3. Regulatory or legal authorities when required
    6.1.4. Service providers (e.g., hosting or support tools) under contract

6.2. We **do not sell** or rent your personal data to any third party but may use aggregated and annonymized data to create statistical reports and studies for commercial gain.

7. DATA RETENTION

7.1. Data is retained only for as long as necessary for:

    7.1.1. Delivering services
    7.1.2. Legal, audit, or compliance obligations
    7.1.3. Support and recordkeeping

7.2. Accounts inactive for over **3 years** may be deleted unless required for archival or anonymized statistical use.

8. INTERNATIONAL DATA TRANSFERS

8.1. When your data is transferred or stored outside Cyprus (e.g., cloud hosting), Protean ensures:

    8.1.1. The destination offers adequate data protection; or
    8.1.2. Appropriate legal safeguards are in place (e.g., standard contractual clauses).

9. DATA SECURITY

9.1. We employ security measures such as:

    9.1.1. Encrypted transmission (HTTPS/SSL)
    9.1.2. Secure login and authentication procedures
    9.1.3. Role-based access control
    9.1.4. Staff confidentiality agreements
    9.1.5. Regular backups and monitoring

9.2. In case of a **personal data breach**, affected Users will be notified promptly, in line with applicable laws.

10. CHILDREN'S PRIVACY

10.1. The CMS is **not intended for children under 13**. Channels offering youth-focused content must obtain guardian consent as required by law. Users under 18 may be asked to confirm eligibility.

11. POLICY CHANGES

11.1. We may update this Policy from time to time. Changes will be:

    11.1.1. Communicated via system notifications or email
    11.1.2. Reflected by an updated "Last Updated" date
    11.1.3. Binding upon continued use of the CMS

12. CONTACT INFORMATION

12.1. If you have questions, concerns, or data requests, please contact:

<div align="center">

Data Protection Officer
Protean Digital Services (Cyprus) Ltd
Nicosia, Cyprus
Email: andreas.d@protean-tech.eu
Phone: + 357 96 929128

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13. COOKIE POLICY

13.1. **Purpose and Use:** Cookies are used to:

    13.1.1. Maintain your session
    13.1.2. Store your display and preference settings
    13.1.3. Collect anonymized analytics for performance improvement
    13.1.4. Detect security anomalies

13.2. **Adjusting Cookies:** You may adjust cookie preferences or disable them in your browser. Disabling essential cookies may affect platform functionality.

13.3. **What Are Cookies:** Cookies are small text files stored on your browser or device when you visit the CMS. They help us recognize your session, remember your settings, and improve performance.

13.4. **Why We Use Cookies:**

   13.4.1. Authentication – to keep you securely logged in
   13.4.2. Preferences – to remember language, Channel view, or interface settings
   13.4.3. Analytics – to measure usage and identify feature improvements
   13.4.4. Security – to prevent misuse, fraud, or session hijacking
   13.4.5. Functionality – to support forms, voting, and embedded content

13.5. **Types of Cookies Used:**

Type	Purpose	Duration
Session Cookies	Keep you logged in during use	Deleted on logout or browser close
Preference Cookies	Store your display and language settings	Up to 6 months
Analytics Cookies	Collect anonymous usage data	Up to 12 months
Security Cookies	Protect accounts and sessions	Varies by activity

13.6. **Managing Cookies:** You may:

   13.6.1. Accept or reject non-essential cookies via the CMS controls available
   13.6.2. Control cookies through your browser settings
   13.6.3. Delete existing cookies from your device

13.7. **Legal Basis:**

   13.7.1. **"Essential cookies"**: Legitimate interest
   13.7.2. **"Non-essential cookies"** (e.g., analytics): User consent

13.8. **Cookie Policy Updates:** We may update this Cookie Policy from time to time. Changes will be reflected in the Privacy Policy and may also be displayed in the CMS banner.

14. MODIFICATIONS TO THIS PRIVACY, DATA PROTECTION AND COOKIE POLICY

14.1. Protean may amend this Policy from time to time. Changes will be communicated via:

   14.1.1. Email;
   14.1.2. CMS notifications;
   14.1.3. Updated version at the point of login.
   14.1.4. Continued use of the CMS implies acceptance of the updated Policy.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. This Policy is governed by and interpreted in accordance with the laws of the Republic of Cyprus.

15.2. In case of dispute:

      15.2.1.   Parties will first attempt resolution through negotiation;
      15.2.2.   Failing which, mediation will be attempted;
      15.2.3.   If unresolved, the matter shall be referred to the courts of Cyprus.
      15.2.4.   **Limitation of Liability:** Protean's liability for any claim arising due to Privacy, Data Protection or Cookie reasons shall be limited to € 1,000 (One Thousand Euro).

16. MISCELLANEOUS

16.1. **Entire Policy**: This Policy supersedes any prior terms or policies.
16.2. **Severability**: If any part of this Policy is invalid, the rest remains enforceable.
16.3. **Waiver**: No failure to enforce any provision constitutes a waiver.
16.4. **Language**: This Policy is in English. Translations are for convenience only.

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ACCEPTANCE

By clicking "**Accept**" or registering an account on the CMS, **you confirm that you have read, understood, and agreed** to the terms of this **User Agreement** AND this **Privacy, Data Protection and Cookie Policy**