



MIA
Ideas for fun

User Policy

Introduction

Welcome to Mia Day websites and mobile properties located at mia.day and applicable country top level domains (including sub-domains associated with them), related software applications (sometimes referred to as “apps”), data, SMS, APIs, email, chat and telephone correspondence, buttons, widgets and ads (collectively, all of these items shall be referred to herein as the “**Services**” or “**Websites**”).

The Services are offered to you conditioned upon your acceptance of the terms, conditions, and notices set forth below (collectively, this “**Agreement**”). By accessing or using the Services, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, you are not authorised to use the Services.

If you have a Mia Day account and wish to terminate this Agreement, you can do so at any time by closing your account and no longer accessing or using the Services. Such account closure can be initiated in the “Settings” section of the Services, may take certain time to process, and shall imply the permanent removal of your profile, preferences, saved Content, and activity history (although the Content you shared publicly may remain visible). We may retain certain account data as required by the applicable laws and regulations (e.g., for fraud prevention, tax or legal obligations), as well as for internal security, dispute resolution, or enforcement of the



agreements; in all such cases, data retention will be limited to the minimum duration and scope necessary.

Any information, text, links, graphics, photos, audio, videos, data, code or other materials or arrangements of materials that you can view on, access or otherwise interact with through the Services shall be referred to as “**Content**”.

The terms “we”, “us”, “our” and “Mia Day” refer to Complete Fun Limited, a limited liability company incorporated under the Cyprus laws (“**Mia Day**”). The Services refer to those provided by Mia Day or our corporate affiliates (Mia Day and such entities, when one or more are referred to, shall be collectively defined as the “**Mia Day Companies**”).

The term “you” refers to the individual, company, business organization, or other legal entity using the Services and/or contributing Content to them (“**Customer**”).

The Services are provided solely to:

1. Assist Customers in searching, planning and booking leisure activities; and
2. Assist businesses in engaging with Customers, by way of free and/or paid-for services offered by or through Mia Day.

We may change or otherwise modify this Agreement in the future in accordance with the terms and conditions herein, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to this Agreement at the bottom of this Agreement, and any revisions will take effect upon posting. Be sure to return to this Agreement periodically to review the most current version of this Agreement.

Use of Services

As a condition of your use of the Services, you warrant that:

- All information supplied by via the Services to Mia Day is true, accurate, current and complete;
- You will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you;
- You are 13 years of age or older; and
- You possess the legal authority to enter into this Agreement and to use the Services in accordance with all terms and conditions herein.

We retain the right at our sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third party sites, you understand that you are solely responsible for any information that you share



with Mia Day. You may access the Services solely as intended through the provided functionality of the Services and as permitted under this Agreement.

Copying, transmission, reproduction, replication, posting or redistribution of Content or any portion thereof and/or the Services more generally is strictly prohibited without the prior written permission of Mia Day.

In order to access certain features of the Services, you may need to create an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you must safeguard your account. Towards this end, you agree to keep your contact information up to date.

If you are creating an account for commercial purposes and are accepting this Agreement on behalf of a company, organisation, or other legal entity, you represent and warrant that you are authorised to do so and have the authority to bind such entity to this Agreement, in which case the words “you” and “your” as used in this Agreement shall refer to such entity and the individual acting on behalf of the company shall be referred to as a “**Business Representative**”.

Through your use of the Services you may encounter links to third party sites and apps or be able to interact with third party sites and apps. This may include the ability to share Content from the Services, including your Content, with such third party sites and apps. Please be aware that third party sites and apps may publicly display such shared Content. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where Mia Day provides details of fees or charges for such third party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Mia Day is in no way responsible or liable for any such third party sites or apps.

Some Content you see or otherwise access on or through the Services is used for commercial purposes. You agree and understand that Mia Day may place advertising and promotions on the Services alongside, near, adjacent, or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others.

Mia Day may, from time to time, decide to change, update or discontinue certain products and features of the Services. You agree and understand that Mia Day has no obligation to store or maintain your Content or other information you provide, except to the extent required by applicable law.

We also offer other services that may be governed by additional terms or agreements. If you use any other such services, the additional terms will be made available and will become part of this Agreement, except where such additional terms expressly exclude or otherwise supersede this Agreement. For example, if you use or purchase such additional services for commercial or business purposes, you must agree to the applicable additional terms. To the extent any other



terms conflict with the terms and conditions of this Agreement, the additional terms shall govern to the extent of the conflict with respect to those specific services.

Prohibited activities

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such Content and information, is proprietary to Mia Day or licensed to Mi Daya by third parties. For all Content other than your Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Services. Additionally, you agree not to:

- Use the Services or Content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this Agreement and related guidelines as made available by Mia Day;
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without our express written permission;
- Violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- Deep-link to any portion of the Services for any purpose without our express written permission;
- "Frame", "mirror" or otherwise incorporate any part of the Services into any other websites or service without our prior written authorisation;
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Mia Day in connection with the Services;
- Circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or
- Download any Content unless it's expressly made available for download by Mia Day.

Privacy policy and disclosures



The information that you entrust us with enhances our ability to provide more relevant, personalized and helpful Services. We know that sharing your information with us is based on trust. We take your trust in us seriously and are committed to providing you helpful information, products and services, curated based on the information you have shared with us. Equally, we are committed to respecting your privacy when you visit our website or use our Services and being transparent about how we use the information you have entrusted to us.

This section describes how we obtain, use, and process your information. It informs you of the rights you have, how you can exercise them and how you can contact us. Please review this section carefully to learn about our practices with respect to information and privacy. By visiting our websites and related mobile applications, as well as other online platforms such as our affiliated partners' websites, apps and social media, whether on a computer, phone, tablet, or similar device (each of these is referred to as a “**Device**”), you acknowledge and confirm that you have read this section.

When you access or use our Services, we collect and process information from and about you to provide the Services in a more personalized and relevant way. Some information we collect passively, for example, with our servers or with cookies or other similar tracking technologies. Some information we collect from different sources, including from you, affiliated entities, business partners, and other independent third-party sources. When you use our Services by “clicking-through” from a third-party website or when you visit third-party websites via our Services, those third-party websites may share information with us about your use of their service. Any information that we receive from third-party websites may be combined with the information provided by you.

- In order to provide some of our Services and processing activities, we use service providers and may need to share information with these service providers and certain other third parties, including our group of companies.
- You have options with respect to the processing and use of your information by us: you can access, update, and even close your account.
- Our Services are not intended for children, which we consider to be: individuals that are 13 years of age or under, or the age of privacy consent in your jurisdiction; or when processing data on the basis of a contract, the age of legal capacity to enter into the agreement.
- We offer our Services to users located in many different jurisdictions. If we transfer your information to other countries, we will use and protect that information as described in this section and in accordance with applicable law.
- We have implemented appropriate administrative, technical, and physical security procedures to help protect your information. We only authorise specific personnel to access personal information and they may do so only for permitted business functions. We use encryption when transmitting your information between your system and ours, and between our system and those of the parties with whom we share information. We also employ firewalls and intrusion detection systems to help prevent unauthorized



access to your information. However, we cannot guarantee the security of information from unauthorized entry or use, hardware or software failure, or other circumstances outside of our control.

- We will retain copies of your information for as long as you maintain your account or as necessary in connection with the purposes set out in this section, unless applicable law requires a longer retention period. In addition, we may retain your information for the duration of any period necessary to establish, exercise, or defend any legal rights.
- We want your access to our Services to be as easy, efficient, and useful as possible. To help us do this, we use cookies and similar technologies to improve your experience, to enhance website security, and to show you relevant advertising.

If you have a data privacy request, please visit our dedicated privacy portal.

Reviews, comments and use of other interactive areas

We appreciate hearing from you. Please be aware that by providing your Content to or through the Services, be it via email, posting via any Mia Day synchronisation product, via the services and applications of others, or otherwise, including any of your Content that is transmitted to your Mia Day account by virtue of any Mia Day product or service, reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any of your Content, you grant Mia Day a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to:

- Host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, now known or hereafter devised;
- Make your Content available to the rest of the world and to let others do the same;
- To provide, promote, and improve the Services and to make your Content shared on the Services available to other companies, organisations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to our Privacy Policy and this Agreement; and
- Use the name and/or trademark that you submit in connection with such Content of yours.

You acknowledge that Mia Day may choose to provide attribution of your Content at our discretion. You further grant Mia Day the right to pursue at law any person or entity that violates your or Mia Day rights in your Content by a breach of this Agreement. You acknowledge and agree that your Content is non-confidential and non-proprietary. You affirm, represent, and warrant that you own or have the necessary licenses, rights (including copyright and other proprietary rights), consents, and permissions to publish and otherwise use (and for Mia Day to publish and otherwise use) your Content as authorised under this Agreement.



If it is determined that you retain moral rights (including rights of attribution or integrity) in your Content, you hereby declare that, to the extent permitted by applicable law:

- You do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto;
- You have no objection to the publication, use, modification, deletion and exploitation of your Content by Mia Day or their licensees, successors and assigns;
- You forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of your Content; and
- You forever release Mia Day and their licensees, successors and assigns, from any claims that you could otherwise assert against Mia Day by virtue of any such moral rights.

Note that any feedback and other suggestions you provide may be used at any time and we are under no obligation to keep them confidential.

The Services may contain discussion forums, bulletin boards, review services, travel feeds or other forums in which you may post your Content, such as reviews of travel experiences, messages, materials or other items ("**Interactive Areas**"). If Mia Day provides such Interactive Areas on the websites, you are solely responsible for your use of such Interactive Areas and use them at your own risk. Mia Day does not guarantee any confidentiality with respect to any of your Content you provide to the Services or in any Interactive Area. To the extent that any entity that is one of Mia Day provides any form of private communication channel between Customers, you agree that such entity(ies) may monitor the substance of such communications in order to help safeguard our community and the Services. You understand that Mia Day does not edit or control the user messages posted to or distributed through the Services, including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such messaging. In particular, Mia Day does not edit or control users' Content that appears on the websites. Mia Day nevertheless reserves the right to remove without notice any such messaging or other Content from the Services, where they believe in good faith that such Content breaches this Agreement or otherwise believe the removal is reasonably necessary to safeguard the rights of Mia Day and/or other users of the Services. Should you disagree with the removal of your Content from the websites, you may contact Mia Day using the Help Center to make your objections. By using any Interactive Areas, you expressly agree only to submit Content of yours that complies with 's published guidelines, as are in force at the time of submission and made available to you by Mia Day. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;



- Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorised copy of another's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Constitutes mass mailings or "spamming", "junk mail", "chain letters" or "pyramid schemes";
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Mia Day;
- Is private information of any third party, including, without limitation, addresses, phone numbers, email addresses, social security numbers and credit card numbers. Note that an individual's surname (family name) may be posted to our websites, but only where express permission of the identified individual has been secured beforehand;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Include or are intended to facilitate viruses, corrupted data or other harmful, disruptive or destructive files;
- Is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- In the sole judgment of Mia Day, violates the previous subsections herein, violates Mia Day's related guidelines as made available to you by Mia Day, is objectionable, restricts or inhibits any other person from using or enjoying the Interactive Areas or any other aspect of the Services, or may expose any of Mia Day or their users to any harm or liability of any type.

Mia Day takes no responsibility and assume no liability for any Content posted, stored, transmitted or uploaded to the Services by you (in the case of your Content) or any third party (in the case of any and all Content more generally), or for any loss or damage thereto, nor are Mia Day liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Mia Day is not liable for any statements, representations or any other Content provided by its users (including you as to your Content) in the websites or any other forum. Although Mia Day has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Mia Day reserves the right, and has absolute discretion, to remove, screen, translate or edit



without notice any Content posted or stored on the Services at any time and for any reason, or to have such actions performed by third parties on their behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or otherwise submit to us or store on the Services at your sole cost and expense.

Any use of the Interactive Areas or other aspects of the Services in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Services more generally.

Booking with third-party suppliers through Mia Day

Mia Day offers you the ability to search for, select, and book travel reservations with third-party suppliers without leaving the Services.

By booking via the websites, you acknowledge that you accept the practices described in this Agreement. In addition, you warrant, either in your individual capacity or as a Business Representative, that you are 13 years of age or older, that you possess the legal authority to enter into this Agreement and use the Services (including Mia Day's booking facilitation services) in accordance with this Agreement, and that all information you supply is true and accurate. You further agree that you will use Mia Day' booking facilitation services only to make legitimate reservations for you or others for whom you are legally authorised to act. Any false or fraudulent reservation is prohibited, and any user who attempts such a reservation may have his or her account terminated.

AS A USER OF THE SERVICES, INCLUDING MIA DAY'S BOOKING FACILITATION SERVICES, YOU UNDERSTAND AND AGREE THAT: (1) MIA DAY WILL NOT HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORISED TRANSACTIONS MADE USING YOUR PASSWORD OR ACCOUNT; AND (2) THE UNAUTHORISED USE OF YOUR PASSWORD OR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO MIA DAY, ITS CORPORATE AFFILIATES AND/OR OTHERS.

When you book a reservation facilitated by Mia Day, your payment information will be collected and transmitted to the supplier to complete the transaction, as described in his Agreement. Please note that the supplier, not Mia Day, is responsible for processing your payment and fulfilling your reservation.

Mia Day will not interfere with reservations arbitrarily, but reserve the right to withdraw booking facilitation services because of certain extenuating circumstances, such as when a reservation is no longer available or when we have reasonable cause to suspect that a reservation request may be fraudulent. Mia Day also reserves the right to take steps to verify your identity to process your reservation request.

In the unlikely event that a reservation is available when you place an order but becomes unavailable prior to check-in, your sole remedy will be to contact the supplier to make alternative arrangements or to cancel your reservation.

Mia Day is not a travel agency and does not provide or own transportation services, accommodations, restaurants, tours, activities or experiences. Although Mia Day displays



information about properties owned by third-party suppliers and facilitates reservations with certain suppliers on or through Mia Day's websites, such actions do not in any way imply, suggest, or constitute Mia Day's sponsorship or approval of third-party suppliers, or any affiliation between Mia Day and third-party suppliers. Although you may rate and review particular transportation services, accommodations, restaurants, tours, activities or experiences based on their own experiences, Mia Day does not endorse or recommend the products or services of any third-party suppliers, save that Mia Day does issue certain business awards that are based on the reviews posted by you. Mia Day does not endorse any Content posted, submitted or otherwise provided by any user or business, or any opinion, recommendation, or advice expressed therein, and Mia Day expressly disclaims any and all liability in connection with such Content. You agree that Mia Day is not responsible for the accuracy or completeness of information they obtain from third-party suppliers and display on the Services.

If you book a reservation with a third-party supplier, then in addition to this Agreement, you agree to review and be bound by the supplier's terms and conditions of purchase and website use, privacy policy, and any other rules or policies related to the supplier's site or property. Your interactions with third-party suppliers are at your own risk. Mia Day will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any third-party suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with third-party suppliers.

The Services may link you to supplier sites or other sites that Mia Day does not operate or control.

International travel

When you book international travel reservations with third-party suppliers or plan international trips using the Services, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

For passport and visa requirements, please consult the relevant embassy or consulate for information. Because requirements may change at any time, be sure to check for up-to-date information before booking and departure. Mia Day accepts no liability for travelers who are refused entry onto a flight or into any country because of the traveler's failure to carry the travel documents required by any airline, authority, or country, including countries the traveler may just be passing through en route to his or her destination.

It is also your responsibility to consult your physician for current recommendations on vaccinations before you travel internationally, and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Mia Day urges travelers to investigate and review travel prohibitions, warnings, announcements and advisories issued by their own governments and destination country governments prior to booking travel to international destinations.



BY LISTING INFORMATION RELEVANT TO TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, MIA DAY DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Liability disclaimer

PLEASE READ THIS SECTION CAREFULLY.

THIS SECTION LIMITS MIA DAY'S LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING RESERVATION AVAILABILITY AND PRICING ERRORS. MIA DAY DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE ACCOMMODATION, EXPERIENCES, AIR, CRUISE, RESTAURANT OR ANY OTHER TRAVEL PRODUCTS DISPLAYED ON THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE PRICING, AVAILABILITY, PHOTOGRAPHS, LIST OF ACCOMODATION, EXPERIENCE, AIR, CRUISE, RESTAURANT OR OTHER TRAVEL PRODUCT AMENITIES, GENERAL PRODUCT DESCRIPTIONS, REVIEWS AND RATINGS, ETC.). IN ADDITION, MIA DAY EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY AVAILABILITY AND PRICING ERRORS ON THE SERVICES AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE.

MIA DAY MAKES NO REPRESENTATIONS OF ANY KIND ABOUT THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITES OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITES OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICE OFFERINGS BY MIA DAY, NOTWITHSTANDING ANY AWARDS DISTRIBUTED BASED ON USER REVIEWS. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICE OFFERINGS MADE AVAILABLE BY OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MIA DAY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM MIA DAY, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MIA DAY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.



MIA DAY ALSO EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT AVAILABLE BY AND THROUGH THE SERVICES.

THE THIRD PARTY SUPPLIERS PROVIDING ANY SERVICES ON OR THROUGH MIA DAY SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF MIA DAY. MIA DAY IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. MIA DAY HAS NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

SUBJECT TO THE FOREGOING, YOU USE THE SERVICES AT YOUR OWN RISK AND IN NO EVENT SHALL MIA DAY (OR ITS OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO ANY MIA DAY COMPANIES' SYNCHRONIZATION PRODUCT); PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF MIA DAY OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If Mia Day is found liable for any loss or damage that arises out of or is in any way connected with your use of the Services, then Mia Day's liability will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to Mia Day for the transaction(s) on or through the Services giving rise to the claim, or (b) one-hundred Swiss francs (CHF 100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Mia Day.



THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

Indemnification

You agree to defend and indemnify Mia Day and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein;
- Your violation of any law or the rights of a third party; or
- Your use of the Services, including Mia Day's websites.

Links to third-party sites

The Services may contain hyperlinks to websites operated by parties other than Mia Day. Such hyperlinks are provided for your reference only. Mia Day does not control such websites and is not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this or any other website) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Mia Day's inclusion of hyperlinks to such websites does not imply any endorsement of the material on such third party websites or apps or any association with their operators.

In some cases, you may be asked by a third party site or app to link your Mia Day account profile to a profile on another third party site. You are responsible for deciding if you choose to do so, it is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site or app) at any time. If you do choose to link your Mia Day account to a third party site or app, the third party site or app will be able to access the information you have stored on your Mia Day account, including information regarding other users with whom you share information. You should read the terms and conditions and privacy policy of the third party sites and apps that you visit as they have rules and permissions about how they use your information that may differ from the Services, including our websites. We encourage you to review these third party sites and apps and to use them at your own risk.



Software as part of Services; Additional mobile licenses

Software from the Services may be subject to export controls. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such relevant country or on any such relevant list.

As noted above, the Services include software, which at times may be referred to as “apps”. Any software that is made available to download from the Services ("**Software**") is the copyrighted work of Mia Day or other party as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. For any Software made available for download by way of the Services and which is not accompanied by a license agreement, we hereby grant to you, the user, a limited, personal, non transferable license to use the Software for viewing and otherwise using the Services in accordance with this Agreement’s terms and conditions (including those policies referenced herein) and for no other purpose.

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Portions of Mia Day mobile software may use copyrighted material, the use of which Mia Day acknowledges. In addition, there are specific terms that apply to use of certain Mia Day mobile applications. For more information on this matter, visit our Help Center.

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information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Mia Day.

All rights reserved. Mia Day is not responsible for content on websites operated by parties other than Mia Day.

Notice and take-down policy for illegal content

If you have any complaints or objections to Content, including user messages posted on the Services, or if you believe that material or content posted on the Services infringes a copyright that you hold, please contact us immediately. Once we receive your request, we will respond to valid and properly substantiated complaints by making all reasonable efforts to remove manifestly illegal content within a reasonable time.

Modifications to the Services. Termination

Mia Day may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where we deem it necessary for legal, general regulatory and technical purposes, or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement as amended.

Mia Day may change, suspend or discontinue any aspect of the Services at any time, including availability of any of the Services' features, databases or Content. Mia Day may also impose limits or otherwise restrict your access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorised access, loss of, or destruction of data or where Mia Day and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this Agreement or of any law or regulation and where Mia Day and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

Mia Day may terminate this Agreement with you at any time, without advance notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of Mia Day and/or other users of the Services. That means that we may stop providing you with Services.

Jurisdiction and governing law

This website is owned and controlled by Complete Fun Limited, a limited liability company incorporated under the Cyprus laws. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Cyprus. You hereby consent to the exclusive jurisdiction and venue of courts in Cyprus and stipulate to the fairness



and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against Mia Day arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in Cyprus. Use of the Services is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of Mia Day to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer - and this cannot be excluded by contract and will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, and not as a business or Business Representative, you may be entitled to bring claims against Mia Day in the courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your country or residence.

Currency converter

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes may not be updated on a daily basis. The information supplied is believed to be accurate, but Mia Day does not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorise the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

General provisions

We reserve the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Mia Day and/or its corporate affiliates as a result of this Agreement or use of the Services.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above,



then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Mia Day with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Mia Day with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any termination of this Agreement shall be survived by all sections of this Agreement except “Introduction“, “Links to third-party sites“ and “Currency converter“.

The terms and conditions of this Agreement are available in the language of Mia Day websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as an editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product, or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that Mia Day’s corporate affiliates shall be deemed express third party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without our consent.

Any rights not expressly granted herein are reserved.

Service help

For answers to your questions or ways to contact us, visit our Help Center.

Please note that Mia Day does not accept legal notices or service of legal process by any means other than hard copy post delivered to Mia Day’s registered address. For the avoidance of doubt and without limitation, we therefore do not accept notices or legal service deposited upon any of our affiliates or subsidiaries.

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