

TERMS OF SERVICE

TOMASZ CY LTD

Browser Redirect Service

Effective Date: 22 May 2026 | Last Updated: 22 May 2026

1. Definitions and Interpretation

In these Terms of Service (hereinafter referred to as “Terms” or “Agreement”), the following definitions apply:

“**Service**” means the browser redirect service operated by TOMASZ CY LTD (“Provider”, “we”, “us”), a company incorporated under the laws of the Republic of Cyprus, with registered office at Antoniou 3, 1016 Nicosia, Cyprus, registration number HE 487351.

“**Client**” means a business entity, sole trader, or self-employed professional acting in a commercial or professional capacity that subscribes to the Service (“you”, “your”). The Service is available exclusively to business customers (B2B) and is not intended for consumers within the meaning of Directive 2011/83/EU.

“**End User**” means any individual who accesses a Client’s redirect page generated through the Service.

“**Redirect Page**” means the web page generated by the Service that (a) detects in-app browser environments and displays browser-switching instructions, and (b) redirects End Users in external browsers to a Client-specified destination URL.

“**Destination URL**” means the external URL (e.g., a link aggregation service) to which the Redirect Page directs End Users after browser switching.

References to the Redirect Page and the Destination URL in the singular shall include all Redirect Pages and Destination URLs created, configured, or used by the Client through the Service. The Client’s warranties and obligations under Section 3 apply to each such Redirect Page and Destination URL.

2. Service Description

2.1 The Service provides Clients with one or more hosted Redirect Pages, each with its own Destination URL, that perform two functions: (a) detection of in-app browser environments (e.g., TikTok, Instagram) via user-agent analysis, displaying instructions for End Users to open the page in an external browser; and (b) automatic redirection of End Users accessing the Redirect Page from an external browser to the Client’s specified Destination URL.

2.2 The Service does not host, store, display, or transmit any third-party content. The Service does not control, moderate, or have access to the content available at the Destination URL or any subsequent pages.

2.3 The Provider operates the technical infrastructure of the Service only and acts exclusively as a technical intermediary.

2.4 The Provider may add, change, or remove the domains on which Redirect Pages are served at its sole discretion and does not warrant the continued availability of any particular domain.

3. Client Obligations and Warranties

By subscribing to the Service, the Client represents, warrants, and undertakes that:

3.1 The Client is a business entity, sole trader, or self-employed professional and is subscribing to the Service exclusively for business or commercial purposes. The Client confirms that they are not a consumer within the meaning of applicable consumer protection laws, including Directive 2011/83/EU. The Client shall provide a valid VAT identification number or equivalent business registration upon request.

3.2 The Client is at least 18 years of age or the age of legal majority in their jurisdiction, whichever is higher.

3.3 The Client is the lawful operator of, or has full authorization to link to, the Destination URL.

3.4 The Destination URL and all content accessible through it comply with all applicable laws and regulations in the jurisdictions where the content is made available, including but not limited to laws regarding the protection of minors, consumer protection, data privacy, and intellectual property.

3.5 Where the Destination URL leads to content that is restricted to adults (18+ or the applicable age of majority), the Client ensures that adequate and legally compliant age verification mechanisms are in place at the Destination URL or at any subsequent platform before such content is accessible to End Users.

3.6 The Client shall not use the Service to link to any content that is illegal under the laws of the Republic of Cyprus, the European Union, or the jurisdiction of the End User, including but not limited to: child sexual abuse material (CSAM), non-consensual intimate imagery, content that facilitates terrorism, content that violates applicable sanctions.

3.7 The Client acknowledges that the use of the Service may involve sharing links on third-party platforms whose terms of service may restrict or prohibit certain types of links or content. The Client is solely responsible for complying with all applicable third-party platform policies. The Provider expressly disclaims any liability for consequences arising from the Client's use of the Service on third-party platforms, including but not limited to: account suspensions, account bans, content removal, reduced reach or visibility, domain blocking, or any other enforcement action taken by a third-party platform. The Client uses the Service at their own risk with respect to third-party platform policies.

3.8 The Client shall not use the Service for phishing, fraud, malware distribution, or any other deceptive or harmful purpose.

4. Fees and Payment

4.1 The Service is provided on a subscription basis. The applicable fees, billing cycle, and payment terms are as set out in the Client's selected plan at the time of registration and as displayed during the checkout process ("Subscription Plan"). The Subscription Plan forms an integral part of this Agreement.

4.2 Payment is processed through the Provider's designated payment processor (currently Stripe). By subscribing, the Client authorizes recurring charges in accordance with the selected Subscription Plan.

4.3 The Provider reserves the right to modify fees upon at least 30 calendar days' written notice. The updated fees shall apply from the next billing cycle following the notice period. The Client may terminate the Agreement before the new fees take effect.

4.4 Failure to pay within 14 calendar days of the due date entitles the Provider to suspend the Service and/or terminate this Agreement.

4.5 All fees are quoted net of VAT. Where the Client is established in a Member State of the European Union other than Cyprus and provides a valid VAT identification number, the reverse charge mechanism pursuant to Article 196 of Directive 2006/112/EC shall apply. The Client is responsible for accounting for and paying any applicable VAT in their jurisdiction. Clients established in Cyprus are charged Cypriot VAT at the applicable rate.

4.6 The Client shall provide a valid VAT identification number at the time of registration. The Provider reserves the right to verify the VAT number through the VIES system and to charge VAT retroactively if the number is found to be invalid.

4.7 All fees are non-refundable unless otherwise required by applicable law.

5. Limitation of Liability

5.1 The Provider's total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the Client in the six (6) months immediately preceding the event giving rise to the claim.

5.2 The Provider shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, business opportunities, or goodwill.

5.3 The Provider shall not be liable for: (a) any content at the Destination URL or any subsequent pages; (b) any actions taken by third-party platforms against the Client or their accounts, including but not limited to account suspension, account termination, content removal, shadow banning, reduced reach, domain blocking, or any other form of enforcement, whether or not such actions are related to the Client's use of the Service; (c) any failure of third-party age verification systems; (d) any End User's actions after being redirected from the Redirect Page; (e) any loss of revenue, followers, subscribers, or audience resulting from third-party platform actions.

5.4 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded by applicable law.

6. Indemnification

6.1 The Client shall indemnify, defend, and hold harmless the Provider, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) the Client's breach of any warranty, representation, or obligation under these Terms; (b) the content available at the Destination URL or any linked pages; (c) any claim by a third party (including End Users, regulatory authorities, or platform operators) related to the Client's use of the Service; (d) the Client's violation of any applicable law, regulation, or third-party right.

7. Data Protection and Privacy

7.1 The Provider processes limited technical data (user-agent strings, IP addresses for server logs, timestamps) as necessary for the provision of the Service. This processing is conducted in accordance with the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and applicable Cypriot data protection law.

7.2 The Provider does not collect, store, or process any personal data of End Users beyond what is technically necessary for the redirect function and standard server logging.

7.3 The Client is responsible for ensuring that their use of the Service, including the collection and processing of any End User data at the Destination URL, complies with applicable data protection laws.

7.4 A separate Data Processing Agreement (DPA) is available upon request where required under Article 28 GDPR.

8. Intellectual Property

8.1 All intellectual property rights in the Service, including the software, design, and technical implementation, remain the exclusive property of the Provider.

8.2 The Client retains all rights in any content, trademarks, or branding they provide for display on their Redirect Page.

8.3 Each party grants the other a limited, non-exclusive, revocable license to use the other’s trademarks solely for the purposes of this Agreement.

9. Term and Termination

9.1 This Agreement commences on the date the Client subscribes to the Service and continues on a month-to-month basis until terminated.

9.2 Either party may terminate this Agreement by providing at least 14 calendar days’ written notice before the end of the current billing period.

9.3 The Provider may terminate or suspend the Service immediately and without notice if: (a) the Client breaches any material term of this Agreement; (b) the Provider receives a valid legal order requiring cessation; (c) the Provider has reasonable grounds to believe the Service is being used for illegal purposes.

9.4 Upon termination, the Client’s Redirect Page will be deactivated. The Provider will retain server logs in accordance with its data retention policy and applicable law.

10. Regulatory Compliance

10.1 The Provider operates in compliance with the laws of the Republic of Cyprus and applicable European Union regulations, including the Digital Services Act (EU) 2022/2065, the e-Commerce Directive 2000/31/EC, and the GDPR.

10.2 The Provider will cooperate with law enforcement and regulatory authorities where required by law, including in response to valid legal orders, subpoenas, or binding requests from competent authorities.

10.3 The Provider reserves the right to modify the Service or these Terms to comply with changes in applicable law or regulation, providing reasonable notice to Clients.

11. Governing Law and Dispute Resolution

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

11.2 Any dispute arising out of or in connection with this Agreement shall first be submitted to mediation in accordance with the rules of the Cyprus Chamber of Commerce and Industry.

11.3 If mediation fails within 60 calendar days, the dispute shall be submitted to the exclusive jurisdiction of the courts of Nicosia, Republic of Cyprus.

11.4 Notwithstanding the above, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

12. Miscellaneous

12.1 Entire Agreement. These Terms, together with any applicable DPA, constitute the entire agreement between the parties and supersede all prior agreements or understandings.

12.2 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.3 Assignment. The Client may not assign or transfer this Agreement without the Provider's prior written consent. The Provider may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

12.4 Force Majeure. Neither party shall be liable for failure to perform due to circumstances beyond its reasonable control, including acts of government, natural disasters, pandemics, or third-party platform policy changes.

12.5 Notices. All notices shall be sent to the email addresses provided during registration and shall be deemed received 24 hours after sending.

12.6 Amendments. The Provider may amend these Terms with at least 30 calendar days' written notice. Continued use of the Service after the effective date of amendments constitutes acceptance.

12.7 Waiver. Failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

By checking the box "I agree to the Terms of Service" during registration, completing the subscription process, or — where an account has been created by the Provider on the Client's behalf — by setting a password and/or logging in for the first time, the Client acknowledges having read, understood, and agreed to be bound by these Terms of Service. This electronic acceptance constitutes a valid and binding agreement equivalent to a handwritten signature.

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