CUSTOMER DOCUMENTS · VERSION 2.2

Terms of Purchase

Plaith Performance Team · Canvena Ltd

Date 29 October 2026 · Canvena Ltd, HE 425353 · plaith.ai

Provider: Canvena Ltd, Lieutenant Georgios M. Savvas 26, Shop 1-2, 8201 Geroskipou, Paphos, Cyprus

Key points

- For businesses only. All prices in euros, net, plus statutory VAT. The contract remains in the currency of the checkout for its entire term.
- Due on ordering: setup €1,499 (introductory price, valid until revoked, regular price €1,999) and the first monthly instalment of the plan; if paid in advance, the plan for the entire term. The service begins when payment is received.
- Term: cancellable monthly with 7 days' notice to the end of the service month, or 6 months (5% discount) or 12 months (10% discount), paid monthly or in advance. If paid monthly, the contract then continues at the discounted price, cancellable with 30 days' notice to the end of a service month; if paid in advance, it renews for the same term, cancellable with 30 days' notice to the end of that term.
- Management fee on all managed Meta ad spend in a calendar month: 10% on the first €2,000, 8% on the portion up to €5,000, 6% above that. Collected via Stripe from the stored payment method, with invoice and statement.
- The customer pays the ad budget directly to Meta, through their own ad account.
- Growth Hack (optional, amount of your choice up to €100,000, up to €10,000 per purchase at checkout): from an amount X, Canvena pays X/10 directly into the customer's Meta ad account each month for 24 months. No payout, not an investment. If the contract ends early, the subsidy lapses and the part of the customer's own amount not yet used is refunded. Canvena can end the Growth Hack only for five defined reasons with 30 days' notice.
- Late payment: after 7 days services are suspended, after 14 days extraordinary termination is possible.
- No guarantees, no promise of results.
- The customer may freely use the ads created for them for their own advertising during the term of the contract.
- Cypriot law applies.

The full text below prevails.

§ 1 Scope and provider

(1) The provider is Canvena Ltd, Lieutenant Georgios M. Savvas 26, Shop 1-2, 8201 Geroskipou, Paphos, Cyprus, registered in the companies register of the Republic of Cyprus under HE425353, represented by Daniel Andreas Huber, Director (CEO), VAT ID CY10425353R ("Canvena"). Contact: hello@plaith.ai, customer service: support@plaith.ai.

(2) Canvena operates under the brand Plaith (plaith.ai). The AI team with which Canvena provides the services is called Plaithy.

(3) These terms of purchase apply to the purchase of the plans of the Plaith Performance Team, the setup and the Growth Hack via plaith.ai and the Stripe checkout, and to the provision of these services.

(4) Canvena Ltd is a subsidiary of Canvena Consulting LLC, 3119 Coral Way, Miami, FL 33145, USA. Canvena Consulting LLC operates the Meta app "Plaithy" and the Meta business portfolio through which the customer grants partner access to their ad account, and acts for Canvena as an affiliated company (§ 3(7)). The customer's contractual partner is exclusively Canvena Ltd.

(5) Ad accounts remain the property of the customer. Partner access entitles Canvena only to provide the agreed services and does not establish any ownership of the account, campaigns or data.

(6) The terms of use of the Plaithy platform (https://plaith.ai/legal/terms) are a separate set of rules. These terms of purchase apply to the services purchased under them.

(7) The customer's general terms and conditions do not apply, even if Canvena does not expressly object to them. Individual agreements in text form take precedence over these terms of purchase.

§ 2 Offer for businesses only

(1) The offer is aimed exclusively at businesses. A business is any natural or legal person or partnership with legal capacity that, when concluding the contract, acts in the exercise of its commercial or independent professional activity, including self-employed persons, freelancers and small businesses. Consumers are excluded.

(2) By accepting these terms of purchase at checkout, the customer confirms that they are acting as a business. Canvena may request proof, such as a VAT ID, a commercial register extract or a business registration, and may reject orders that evidently do not come from businesses.

§ 3 Services of the Performance Team

(1) Canvena provides a managed performance marketing service for advertising on Facebook and Instagram (Meta).

(2) A human team and the AI team Plaithy create ads (images, videos, texts), publish them in the customer's ad account, test them, distribute the budget within the agreed framework and continuously optimise the campaigns.

(3) A campaign advertises an agreed product, offer or coherent topic. New ad creatives, variants and tests are part of it.

(4) Ongoing image variants and new ad creatives for the booked campaigns are included in the plan. The plan does not include image or video production for other purposes.

(5) Unless agreed separately, the following are not included: the ad budget (§ 11), an individual rebuild of the website, advertising on platforms other than Facebook and Instagram, handling of incoming enquiries, and legal and tax advice.

(6) Human support is provided on working days (Monday to Friday) during normal business hours. Round-the-clock human support is not owed. Automated Plaithy processes also run outside these hours; Canvena does not warrant any particular availability of these processes.

(7) Canvena may use affiliated companies, subcontractors and technical service providers to provide the services, in particular providers of AI services. Canvena remains responsible to the customer.

§ 4 Plans, quotas and prices (service description)

(1) The following plans apply. Prices are net per service month plus statutory VAT, without term discount (§ 13). This table is the service description and Annex 1 to these terms of purchase.

SERVICE	START	GROWTH	SCALE
Monthly base fee	€799	€1,499	€4,999
Topic campaigns managed at the same time	1	3	10
New AI video productions per service month	up to 4	up to 12	up to 40
Maximum length per new video production	15 seconds	30 seconds	60 seconds
Dedicated contact person and 60 minutes of strategy support per week	not included	not included	included

(2) Enterprise is agreed individually and cannot be booked through the checkout.

(3) New AI video productions are limited. Cuts, subtitles and edits of existing material without new video generation are part of the campaign scope. Individual raw clips, technical failed attempts and corrections of errors do not count as video productions.

(4) Quotas and video lengths are upper limits, not minimum quantities or target lengths. Canvena decides on the basis of test goals, data and need when new ads are created. Working ads are not replaced merely because of their age or because capacity is available.

(5) Unused production capacity is not carried over to following months. Productions already promised that Canvena postpones for reasons within its own sphere do not lapse as a result.

(6) Canvena provides additional productions beyond the quota only under a separate agreement. Without such an agreement, the customer incurs no costs for them.

(7) A change to a larger plan is possible at any time as of the start of the next service month. A change to a smaller plan is possible at the end of a service month, but not during a minimum term (§ 13). The parties agree plan changes in text form; from the change, the price and quotas of the new plan apply.

§ 5 Setup and kickoff call

(1) The setup costs a one-off €1,499 net. This is an introductory price that applies until revoked; the regular price is €1,999 net. The price shown in the checkout at the time of the order is decisive.

(2) The setup includes:

1. a personal kickoff call of 30 to 60 minutes on goals, offer, existing material, responsibilities, budget framework and the required connections;
2. setting up partner access to the customer's Meta ad account;
3. setting up an enquiry path: either an enquiry form directly on Facebook or Instagram (Meta form) or the customer's existing website with a supported standard integration;
4. checking the enquiry path set up with a test enquiry.

(3) A standardised enquiry page as a third enquiry path is not included in the setup and is agreed separately. An individual rebuild of the customer's website and other special work are not included.

(4) Canvena contacts the customer within 72 hours of confirmed payment to arrange the kickoff call. The deadline concerns the first response, not the date of the kickoff call and not the completion of the setup.

(5) The duration of the setup depends on the customer's cooperation (§ 17). Canvena does not warrant that the setup will be completed during the kickoff call.

§ 6 Publication, approvals and guardrails

(1) By default, the team publishes ads independently within the agreed guardrails, without individual approval by the customer.

(2) Guardrails are in particular the agreed budget framework, the agreed campaigns and offers, the customer's information and approved statements, their brand and design requirements, exclusions they name and Meta's policies.

(3) Canvena makes statements about the customer's offer, for example on prices, features or results, only on the basis of the customer's information.

(4) At the customer's request, Canvena submits new ads for approval before publication. Until approval they are not published. Canvena is not responsible for any resulting delays.

(5) The customer may change the guardrails and the approval request at any time in text form. Canvena implements changes within a reasonable period.

§ 7 AI content and labelling

(1) Images, videos, texts and voices are created wholly or partly with artificial intelligence. The customer agrees to this.

(2) Canvena labels AI content in accordance with Meta's requirements and, where applicable, statutory requirements, for example through Meta's AI label and a note in the ad text. The customer does not remove this labelling.

(3) Before publication, content goes through automated checks, among others of advertising claims, text in images and technical quality. AI content may nevertheless contain errors. The customer may request the

correction or stopping of an ad at any time; Canvena implements this without delay.

(4) Canvena does not create AI depictions that simulate real persons, genuine customer opinions or testimonials.

(5) Canvena primarily uses image and video material provided by the customer, unchanged or with added subtitles.

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§ 8 Conclusion of contract and contract components

(1) The presentation of the plans on plaith.ai is not a binding offer but an invitation to order.

(2) The customer selects a plan and term, enters name, company name, billing address and, where applicable, their VAT ID, accepts these terms of purchase and submits a binding offer by clicking the payment button in the Stripe checkout.

(3) The contract is concluded as soon as Stripe confirms the payment. Canvena confirms the conclusion of the contract by email and sends the customer these terms of purchase in the version they accepted, as a PDF. With some payment methods, confirmation may take a few bank working days. If the payment is not confirmed, no contract is concluded.

(4) The Growth Hack is purchased through a separate checkout; § 12 applies.

(5) Contract components are, in this order of precedence:

1. individual agreements in text form;
2. the order in the checkout with plan, term and price;
3. Annex 1: service description (plan table in § 4(1));
4. Annex 2: data processing agreement (§ 22(4));
5. these terms of purchase.

(6) These terms of purchase and their annexes are linked in the checkout and can be accessed, saved and printed at any time at https://plaith.ai/en/purchase-terms, also as a PDF.

(7) If the customer comes through a sales partner, the contractual partner is nevertheless exclusively Canvena. Sales partners are not authorised to make deviating commitments on behalf of Canvena or to accept payments.

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§ 9 Payment, due dates and late payment

(1) All prices are in euros, net, plus statutory VAT. The contract remains in the currency of the checkout for its entire term. Whether VAT is charged or the tax liability passes to the customer (reverse charge) depends on the customer's place of business and status and is shown on the invoice.

(2) Payment is made via Stripe. The checkout shows which payment methods are available. The customer authorises Canvena to collect subsequent payments, the management fee (§ 10) and other amounts due under this contract from the stored payment method. The customer keeps a valid payment method with sufficient cover on file.

(3) Upon ordering, the setup and the first monthly instalment of the plan are due immediately; if paid in advance (§ 13(3)), the plan fee for the entire term. The service begins when payment is received: the first service month begins on the day payment is received and ends at the end of the day before the

corresponding calendar day of the following month. Monthly instalments are collected automatically at the start of the next service month, advance payments at the start of each renewal.

(4) The customer receives invoices electronically by email.

(5) If a collection fails, Canvena notifies the customer in text form. If the amount is not paid 7 days after the due date, Canvena may suspend the services until payment and pause the managed campaigns. If the amount is not paid 14 days after the due date, Canvena may terminate the contract extraordinarily (§ 16(2)). The obligation to pay remains.

(6) In the event of late payment, the customer owes default interest at the statutory rate under Cypriot law for commercial transactions and a flat fee of €40 per invoice paid late. Claims for further damage remain reserved.

(7) If the customer reverses a payment (chargeback), the services are suspended until clarification. Costs and fees of a chargeback for which the customer is responsible are borne by the customer.

(8) The customer may only set off claims that are undisputed or have been finally established by a court.

§ 10 Management fee

(1) In addition to the plan fee, Canvena charges a management fee (Budgetgebühr, on plaith.ai also called Betreuungsgebühr) on all Meta ad spend actually managed by Canvena in a calendar month.

(2) The management fee is calculated in tiers, not retroactively on the entire budget:

PORTION OF MANAGED AD SPEND IN THE MONTH	RATE
the first €2,000	10%
the portion above €2,000 up to €5,000	8%
the portion above €5,000	6%

(3) Examples: €1,000 in ad spend results in a management fee of €100, €3,000 in ad spend results in a management fee of €280, €5,000 in ad spend results in a management fee of €440, €10,000 in ad spend results in a management fee of €740, each net.

(4) The basis is the actual spend of the campaigns managed by Canvena according to Meta's data, not set daily budgets, budget limits or other campaigns in the ad account. Amounts used from the Growth Hack are included (§ 12(7)).

(5) Canvena invoices the management fee afterwards for each calendar month with a separate invoice. The invoice contains a statement of the underlying spend and the tier amounts. The amount is collected via Stripe from the stored payment method no earlier than 3 days after receipt of the invoice.

(6) The customer raises objections to a statement within 30 days of the invoice date in text form. Canvena settles justified objections with the next invoice or by refund.

(7) Meta's spend data in the ad account's time zone is decisive. If the customer runs their ad account in a currency other than the contract currency, Canvena converts the spend at the European Central Bank reference rate of the last day of the calendar month. The tiers apply per calendar month, including partial months at the start and end of the contract.

(8) If a month's spend data is not fully available, Canvena issues the invoice as soon as it is. Canvena takes subsequent corrections by Meta into account in the next invoice.

(9) The tiers apply equally to all standard plans. For Enterprise, the individual agreement applies.

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§ 11 Customer's ad budget

(1) The customer pays the ad budget directly to Meta, through their own ad account and with their own payment method, under Meta's terms. Canvena does not accept, hold or advance any ad budget of the customer. § 12 remains unaffected.

(2) The customer sets their monthly budget framework, first in the kickoff call, later at any time in text form. Canvena distributes the budget within this framework across campaigns, ad sets and tests and aligns the budget settings with the framework. Meta may let daily spend fluctuate according to its own rules.

(3) Canvena's recommendations on the budget amount are non-binding. The customer decides on the amount of the budget.

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§ 12 Growth Hack

(1) The Growth Hack is an optional add-on. The customer purchases it through a separate checkout with a freely chosen one-off amount ("amount X") of €1 to €100,000. Up to €10,000 per purchase is possible in the checkout; higher amounts up to €100,000 Canvena invoices on request. For amounts above €100,000, the parties conclude an individual agreement in advance so that misuse and money laundering are excluded.

(2) The Growth Hack requires an ongoing plan contract under these terms of purchase and ends no later than that contract. If the customer purchases the Growth Hack without a plan contract and does not conclude one within 30 days, Canvena refunds amount X in full.

(3) For 24 months, Canvena pays one tenth of X each month as additional ad budget for the customer's campaigns, a total of 2.4 times X. Of this, X corresponds to the customer's own amount and 1.4 times X to a subsidy from Canvena. Example: with X = €1,000, €100 is paid in each month for 24 months, a total of €2,400, of which €1,400 is a subsidy from Canvena.

(4) The 24 months begin with the service month in which the Growth Hack is paid. If the Growth Hack is paid before the plan contract begins, they begin with its first service month.

(5) Canvena pays each monthly amount directly into the customer's Meta ad account, using a payment method provided by Meta for this purpose, not through an ad account of Canvena. There it serves the campaigns managed by Canvena. If the customer runs their ad account in a currency other than the contract currency, Canvena pays in the equivalent of the monthly amount at the European Central Bank reference rate of the day before the payment. Canvena bears the costs of the payment method.

(6) The Growth Hack is never paid out as money; the only exceptions are the refunds under paragraphs 2, 9, 10 and 11. It is not an investment or a deposit and bears neither interest nor return. Claims from the Growth Hack cannot be assigned or pledged. More budget does not necessarily mean more results (§ 19).

(7) Amounts used from the Growth Hack count as managed ad spend. The management fee under § 10 applies to them just as to the customer's own ad budget.

(8) Monthly amounts paid in are first credited against the customer's own amount X, then against the subsidy. After 10 monthly amounts, X has been used in full.

(9) If the plan contract ends before the 24 months have expired, the Growth Hack also ends. The subsidy not yet paid in lapses. The customer receives the part of their own amount X not yet paid in back with the final invoice, within 30 days and to the payment method used. Example with X = €1,000 (monthly amount €100): if the contract ends after 3 months, €300 has been used and the customer receives €700 back. From the 10th month, X has been used in full and no refund is made; if the contract ends after 11 months, the customer receives nothing back and the remaining subsidy months lapse.

(10) As long as a Growth Hack is running, Canvena does not terminate the plan contract with ordinary notice. If Canvena discontinues the service, the customer receives back the part of their own amount X not yet paid in. The right to extraordinary termination (§ 16(2)) remains unaffected; paragraph 9 then applies.

(11) Emergency exit: Canvena may end the Growth Hack with 30 days' notice in text form, stating the reason, and only for one of these reasons:

1. Meta changes terms, payment methods or policies so that payments into the customer's ad account are no longer possible or only on significantly worse terms;
2. the customer's ad account has been blocked or restricted for more than 30 days;
3. a change in laws or official requirements makes the offer unlawful or considerably more burdensome;
4. the customer is more than 14 days late with a payment due;
5. despite a warning, the customer repeatedly or seriously violates Meta's policies, laws or their duties to cooperate (§ 17).

The consequence in each case: the subsidy not yet paid in lapses, and the part of X not yet used is refunded under paragraph 9. In cases 4 and 5, Canvena sets the refund off against outstanding claims. The plan contract otherwise remains unaffected by the emergency exit.

(12) If Canvena cannot pay in a monthly amount, for example because the ad account is blocked or restricted or the customer has paused all managed campaigns, the payment is postponed to the next month in which it is possible. The 24 months are extended by this period. Paragraph 11 no. 2 remains unaffected.

(13) Canvena provides a monthly statement: monthly amount paid in, of which credited against X and against the subsidy, part of X not yet used and remaining term.

(14) The customer receives an invoice for amount X. It shows VAT where applicable.

§ 13 Terms and notice periods

(1) The customer chooses one of the following term variants. Prices net per service month.

VARIANT	MINIMUM TERM	START	GROWTH	SCALE
Monthly	none	€799.00	€1,499.00	€4,999.00
6 months, 5% discount	6 months	€759.05	€1,424.05	€4,749.05
12 months, 10% discount	12 months	€719.10	€1,349.10	€4,499.10

(2) The discount applies only to the plan base fee. Setup, management fee, ad budget and Growth Hack remain unchanged.

(3) For 6 and 12 months, the customer chooses whether to pay the plan fee monthly or for the entire term in advance. The discount is the same in both cases. For payment in advance, these amounts apply, net for the

entire term:

IN ADVANCE	START	GROWTH	SCALE
6 months	€4,554.30	€8,544.30	€28,494.30
12 months	€8,629.20	€16,189.20	€53,989.20

(4) The minimum term begins with the first service month (§ 9(3)). During the minimum term, ordinary termination is excluded; the monthly instalments remain owed until its end. The right to extraordinary termination (§ 16(2)) remains unaffected; paragraph 8 applies to advance payments.

(5) The monthly variant runs for an indefinite period. The customer may terminate it at the end of each service month. Notice must be received no later than 7 calendar days before the end of the service month, otherwise it takes effect at the end of the following service month.

(6) With monthly payment, after the minimum term the contract continues for an indefinite period at the chosen discounted price. Both parties may terminate it with 30 days' notice to the end of a service month, for the first time at the end of the minimum term. In the monthly variant, Canvena may terminate with the same notice. § 12(10) remains unaffected.

(7) With payment in advance, the contract is renewed after the term for the same term at the same price, which is due again in advance at the start of each renewal. Both parties may terminate with 30 days' notice to the end of the respective term. § 12(10) remains unaffected.

(8) If a contract paid in advance ends early through extraordinary termination by the customer for a reason for which Canvena is responsible (§ 16(2)), or under § 20(3), Canvena refunds the part of the advance payment attributable to service months not yet begun. In all other cases, an advance payment is not refunded.

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§ 14 Price adjustment

(1) Canvena may adjust the plan fee and the management fee rates for the future, at the earliest at the end of a current minimum term or advance payment period. In the monthly variant, an adjustment is possible at the start of each service month.

(2) Canvena announces a price adjustment in text form at least 6 weeks before it takes effect.

(3) The customer may terminate the contract as of the date the adjustment takes effect, up until that date (special right of termination). Canvena points this out in the announcement. If the customer does not terminate, the new prices apply from the date stated.

(4) Ongoing Growth Hacks are not affected by a price adjustment; the current rates apply to the management fee on them.

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§ 15 No right of withdrawal

(1) A statutory right of withdrawal for distance contracts exists only for consumers. As the offer is aimed exclusively at businesses (§ 2), there is no right of withdrawal.

(2) If it turns out that a consumer has ordered, their mandatory statutory rights remain unaffected.

§ 16 Termination and end of contract

(1) Notices of termination must be in text form. The customer terminates by email to support@plaith.ai with the subject "Kündigung" (termination), stating the company name and order or customer number.

(2) The right of both parties to extraordinary termination for good cause remains unaffected. Good cause for Canvena exists in particular if the customer is more than 14 days late with a payment due (§ 9(5)), if they repeatedly or seriously breach their duties under § 17, or if a case under § 23 occurs. Good cause for the customer exists in particular if Canvena seriously breaches essential contractual duties and does not remedy this within a reasonable period after being asked to do so.

(3) At the end of the contract, Canvena stops the support and pauses the campaigns it manages so that no unmanaged ad spend arises. The customer withdraws partner access or Canvena returns it. The ad account and account data remain with the customer; § 18(2) applies to the ads created.

(4) The management fee for the last month is invoiced afterwards. § 12(9) applies to the Growth Hack.

§ 17 Customer's duties to cooperate and responsibility

(1) The customer maintains their own Meta ad account with a valid payment method and sufficient cover for the agreed budget framework.

(2) The customer grants Canvena partner access through the Meta business portfolio of Canvena Consulting LLC and maintains it during the term.

(3) The customer provides the information required for the service in good time, completely and correctly, in particular on offer, target group, prices, permitted statements and brand, as well as material where applicable. They notify changes without delay. They give requested approvals (§ 6(4)) promptly.

(4) The customer ensures that they hold the necessary rights to all content provided, for example to texts, images, videos, logos and trademarks, including the consent of persons depicted. They indemnify Canvena against third-party claims based on their content or information.

(5) The customer is responsible for their offer, their prices and statements, their landing page including legal notice and privacy policy, the rules applicable to their industry and Meta's advertising policies for their offer, for example in special categories such as credit, employment or housing. Canvena's automated checks do not replace legal advice.

(6) Handling incoming enquiries is the customer's responsibility.

(7) The customer does not remove the AI labelling (§ 7(2)).

(8) If the customer stops an ad or campaign themselves, Canvena respects this decision and does not reactivate it without consultation. Canvena is not responsible for the consequences of the customer's own changes in the ad account.

(9) Canvena is not responsible for delays caused by missing or late cooperation by the customer.

§ 18 Rights of use in content

(1) After payment of the respective remuneration, the customer receives a simple, territorially unlimited right to use the ads created for them (images, videos, texts) freely during the term of the contract to advertise

their own offer, including outside Meta. If licences of music or voice providers set narrower limits, Canvena points this out.

(2) This right of use ends with the end of the contract. The rights in the ads created remain with Canvena. The ads technically remain in the customer's ad account; after the end of the contract, the customer does not continue to run them or use them otherwise, unless the parties agree otherwise in text form.

(3) Material supplied by the customer, such as their own photos, videos, texts and logos, remains their property. For the term of the contract, the customer grants Canvena the right to use this material for the purposes of the contract, to edit it (for example with subtitles and cuts) and to publish it in their ad account.

(4) AI-generated content may not enjoy copyright protection under applicable law. Canvena does not warrant that it is protected or unique.

(5) Rights in Plaithy, in software, templates, prompts, methods and tools remain with Canvena or its licensors.

(6) Canvena may use anonymised performance data that does not allow conclusions about the customer or their customers (for example which ad formats work) to improve Plaithy.

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§ 19 No guarantees

(1) Canvena owes the careful and professional provision of the services, not a particular result. Canvena gives no guarantees, in particular no deadline guarantee and no lead guarantee, and does not guarantee any particular number of enquiries, any revenue, any particular cost per enquiry or any reach.

(2) Advertising results depend on circumstances beyond Canvena's control, such as offer, price, market, competition, budget, landing page, the customer's handling of enquiries and delivery by Meta.

(3) Testing is part of the method. Individual ads or variants may perform worse than others. Ad budget spent is therefore not refunded.

(4) Sample calculations and experience values on plaith.ai are examples, not assurances. Statements by sales partners do not establish any guarantee (§ 8(7)).

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§ 20 Meta, third-party providers and force majeure

(1) The services depend on Meta and other providers, in particular providers of AI services and Stripe. Canvena has no influence on their outages and disruptions, on the rejection or removal of ads, on restrictions or blocks of ad accounts, business portfolios or apps, or on changes to policies, interfaces, features and prices.

(2) Canvena informs the customer of significant restrictions and supports them as far as possible, for example by adapting the ads or giving guidance on an appeal to Meta.

(3) For the duration of such events and in cases of force majeure, Canvena is released from the affected service obligations. Force majeure means events outside a party's sphere of influence, such as natural events, war, pandemics, official measures and large-scale failures of power, internet or data centres. If the customer's ad account is blocked for more than 30 consecutive days without Canvena being responsible, either party may terminate the contract with 7 days' notice, even during a minimum term.

§ 21 Liability

(1) Canvena is liable without limitation for intent, gross negligence and fraud, for injury to life, body or health, and where liability is mandatory by law.

(2) For decisions and services of Meta and other third-party providers (§ 20), such as the rejection of ads or the blocking of an ad account, Canvena is liable only for intent or gross negligence.

(3) In the case of slight negligence, Canvena is liable only for breach of an essential contractual obligation. This is an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely. Liability is then limited to the damage typical for the contract and foreseeable.

(4) Unless paragraph 1 applies, liability is limited in total to three times the monthly plan fee owed by the customer at the time of the event giving rise to the damage. Ad budget paid by the customer to Meta, the management fee and the Growth Hack do not increase this limit.

(5) Unless paragraph 1 applies, Canvena is not liable for lost profit, missed enquiries or revenue, indirect damage and consequential damage.

(6) Unless paragraph 1 applies, Canvena is not liable for the consequences of incorrect or incomplete information and content provided by the customer or for the lawfulness of the customer's offer.

(7) Ad spend does not constitute damage merely because a campaign has not achieved its goals.

(8) The limitations of liability also apply in favour of the officers, employees and vicarious agents of Canvena and of Canvena Consulting LLC.

§ 22 Confidentiality, data protection and data processing

(1) Both parties treat confidential information of the other party confidentially, in particular business figures, customer data, strategies, access data and campaign results, during the term and for five years thereafter.

(2) Excepted is disclosure required by law or by the authorities, to advisers bound to confidentiality, and to affiliated companies and service providers insofar as this is necessary to provide the services and they are bound to confidentiality.

(3) The privacy policy at https://plaith.ai/de/legal/privacy applies to the processing of personal data that Canvena processes as an independent controller, for example the customer's contract and billing data.

(4) Insofar as Canvena processes personal data on behalf of the customer, for example contact data from enquiries, the data processing agreement under Art. 28 GDPR attached to these terms of purchase as Annex 2 applies. It takes effect upon conclusion of the contract.

§ 23 Sanctions and export control

(1) Canvena does not conclude contracts with persons or companies that are listed on a sanctions list of the European Union, the United Nations, the Republic of Cyprus or the United States, that are owned or controlled by such persons, or that are based in a country or territory subject to comprehensive sanctions.

(2) The customer warrants that none of these cases applies to them and notifies any change without delay.

(3) If such a case occurs, Canvena may stop the services immediately and terminate the contract extraordinarily. Canvena refunds payments only insofar as this is legally permissible.

§ 24 Changes to these terms of purchase

(1) Canvena may change these terms of purchase with effect for the future. Canvena notifies changes at least 30 days before they take effect in text form by email.

(2) If the customer does not object within this period in text form, the changes are deemed accepted. Canvena points out this consequence in the notification. If the customer objects, the previous terms continue to apply; Canvena may then terminate the contract at the next ordinary date.

(3) Prices, scope of services and term are not changed to the customer's disadvantage in this way. § 14 applies to prices.

§ 25 Final provisions

(1) The law of the Republic of Cyprus applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer has its registered office in a member state of the European Union, the courts of Paphos, Cyprus, have exclusive jurisdiction for all disputes arising from or in connection with the contract.

(3) If the customer has its registered office outside the European Union, all disputes arising from or in connection with the contract are finally settled, to the exclusion of the ordinary courts, by arbitration under the rules of the Cyprus Arbitration and Mediation Centre (CAMC). The arbitral tribunal consists of a sole arbitrator. The seat of arbitration is Nicosia, Cyprus; the language of the proceedings is English.

(4) Before bringing an action or initiating arbitration, the parties endeavour to reach an amicable settlement.

(5) The contract language is English. Only this English version at https://plaith.ai/en/purchase-terms is legally binding. The translations into German, Spanish, French and Arabic are provided for information only; in case of discrepancies, the English version prevails.

(6) Declarations under these terms of purchase may be made in text form; email is sufficient.

(7) If a provision of these terms of purchase is invalid, the remaining provisions remain valid. The invalid provision is replaced by a valid provision that comes closest to its economic purpose.

(8) Questions about these terms of purchase: support@plaith.ai · Canvena Ltd, Lieutenant Georgios M. Savvas 26, Shop 1-2, 8201 Geroskipou, Paphos, Cyprus.