Synpleo Terms of Service

Version 1.0 · Effective date: 2026-12-01

1. Scope

1.1. These Terms of Service (the "Terms") apply to the services provided by Synpleo Development SRL, registered office at Bd. Dacia nr. 133, et. D, Sector 2, Bucharest, Romania (the "Provider"), to a business customer (the "Client") under a Synpleo Order Form signed by both parties (the "Order"). The Order, these Terms and the Synpleo Data Processing Agreement (the "DPA") together form the agreement between the parties (the "Agreement").

1.2. The services may include:

- Website – design, hosting and management of the Client's website, with a content editor;
- AI Assistant – a conversational assistant for the website, based on information supplied by the Client;
- Booking – an online appointment system for the Client's customers;
- Memberships – management of memberships, QR cards and check-ins;
- Dashboard Assistant – an AI assistant for managing the account.

The active services, fees and limits are set out in the Order.

1.3. The services are provided as a subscription (software as a service). The Client does not receive a copy of the software, only the right to use it for the term of the Agreement.

1.4. The Provider does not process payments on behalf of the Client and is not a party to the relationship between the Client and its customers.

1.5. Provisions specific to a service (Article 5 for the Website and Article 6 for the AI Assistant) apply only if that service is active.

1.6. The services are offered only to businesses acting for the purposes of their trade or profession, and not to consumers.

2. Fees and payment

2.1. Fees, currency and billing interval are set out in the Order. Fees are exclusive of VAT.

2.2. VAT is applied as required by law. For a Client established in another EU Member State with a VAT number valid in VIES, invoices are issued without VAT under the reverse charge mechanism (Article 196 of Directive 2006/112/EC), and the Client accounts for VAT in its own country. The Provider shall inform the Client in writing, as soon as reasonably possible, of any change in its VAT status or in the VAT applicable to the Client. The Client shall promptly notify any change to its VAT number.

2.3. Subscriptions are paid in advance for each period. The invoice is issued at the start of the period and is payable within 10 days of issue, by bank transfer. Each party bears its own bank charges. The website setup fee, if any, is payable as set out in the Order.

2.4. If an invoice is not paid when due:

- after 15 days of delay, the Provider may suspend the services, with prior notice by email;

- after 45 days of delay, the Provider may terminate the Agreement by written notice, with immediate effect.

Services are restored within 2 business days of full payment.

2.5. The Provider may change its fees with at least 30 days' written notice. New fees apply from the next billing period. If the Client does not agree, it may terminate the Agreement before the new fees apply, without penalty.

2.6. Late payments bear interest of 0.05% per day of delay, from the day after the due date until full payment, capped at the amount of the unpaid invoice. The Provider is also entitled to the fixed compensation of EUR 40 per late invoice provided by Directive 2011/7/EU.

3. Term

3.1. The Agreement enters into force on signature of the Order and is concluded for an indefinite term.

3.2. The subscription renews automatically at the end of each paid period for an equal period, unless either party gives notice under Article 8.1.

3.3. Amounts paid for a period that has started are non-refundable, except where the Client terminates the Agreement under Article 7.4, 8.2 or 11.3, or under Article 5.2 of the DPA. In those cases, the Provider refunds the unused portion of the prepaid period, calculated pro rata from the date termination takes effect. In all other cases, on termination, the services remain active until the end of the period already paid.

4. Plan limits and plan changes

4.1. Each service may have monthly or usage limits (for example, the number of AI responses or bookings), as set out in the Order.

4.2. When a monthly limit is reached, the relevant feature stops until the start of the next month or until the Client moves to a higher plan. No additional amounts are charged without the Client's consent.

4.3. The Client may change its plan in the platform. An upgrade applies immediately and is invoiced pro rata for the remainder of the current period. A downgrade applies from the next billing period. The fees for a plan chosen in the platform are those displayed in the platform at the time of the change. A plan change confirmed in the platform by an authorised user of the Client is binding and replaces the corresponding data in the Order.

5. Website

5.1. Content supplied by the Client (texts, images, logo, trademarks) remains the Client's property. The Client warrants that it has the right to use it.

5.2. Source code, technical design, templates and the platform belong to the Provider. The Client receives a non-exclusive right to use them for the term of the Agreement, subject to Article 5.6.

5.3. The domain name is registered in the Client's name and belongs to the Client. Domain registration and renewal fees are paid by the Client, either directly to the registrar or through the Provider, as set out in the Order. The Provider may manage the domain technically at the Client's request. The Provider is not liable if the domain expires because the Client did not pay or did not approve its renewal.

5.4. The number of revision rounds included in the website setup is set out in the Order. Additional changes are quoted separately. Where content editing is enabled, the Client is responsible for the content it publishes itself.

5.5. The website is taken offline when the Agreement ends. Within 30 days after that date, the Client may request a static copy of the website:

- if the Client has paid the website subscription for at least 12 months in total, consecutive or not, the copy is free of charge;
- if the total paid period is shorter than 12 months, the copy is delivered for the handover fee set out in the Order.

The copy does not include the editor, booking, AI assistant or other platform features. It is delivered within 15 business days of the request or, for a paid copy, of payment of the handover fee. Platform components (editor, shared components, integrations) are not handed over. If the Client does not request the copy within 30 days, the Provider has no further obligation to deliver it.

5.6. Upon delivery of the static copy, the Client receives a perpetual, non-exclusive, worldwide licence to use, host, reproduce and modify the copy, including the design and code it contains, for its own business purposes. The licence may be transferred only together with the Client's business. It does not allow the Client to sell or license the design or templates to third parties as a product. The remuneration for this licence is included in the fees paid under the Agreement and, where applicable, in the handover fee.

5.7. The Client shall indemnify the Provider against any third-party claims, including copyright, trademark or image-rights claims, arising from content supplied or published by the Client, including reasonable legal costs. The Provider shall notify the Client promptly of any such claim and allow it to take part in the defence.

6. AI Assistant

6.1. The AI Assistant generates responses automatically, based on information supplied by the Client. Responses may be incomplete or incorrect.

6.2. The Client is responsible for the accuracy of the information it uploads and for verifying important information (prices, opening hours, offers, terms). The Provider is not liable for promises or information given by the assistant to the Client's customers.

6.3. The assistant informs visitors that they are interacting with an artificial intelligence system. The Client shall not hide this notice, in accordance with Regulation (EU) 2024/1689 (AI Act).

6.4. The Client shall not upload sensitive personal data (health data, national ID numbers, bank details, etc.) to the assistant without the Provider's prior written consent.

7. Obligations of the parties

7.1. The Provider shall:

- operate the services with professional diligence, with a target availability of 99% per month, which is not a guarantee;
- give advance notice of planned maintenance where possible;
- provide support by email or through the platform on business days;
- protect data in accordance with the DPA.

7.2. The Client shall:

- keep its access credentials confidential and remain responsible for the users of its account;
- comply with the law towards its own customers (GDPR notices, booking terms, sale of memberships, invoicing);
- not use the services for spam, unlawful content, fraud or technical abuse.

7.3. The Provider may immediately suspend a service used for unlawful activity, spam or abuse affecting the platform, and shall inform the Client.

7.4. The Provider may update, improve or modify the platform and the services, provided this does not materially reduce the functionality of the services active for the Client. A change that materially reduces such functionality is notified at least 30 days in advance. In that case, the Client may terminate the Agreement without penalty before the change applies, with a refund under Article 3.3.

8. Termination

8.1. Either party may terminate the Agreement by written notice (including by email) given at least 30 days before the end of the paid period. Termination takes effect at the end of the paid period.

8.2. Either party may terminate the Agreement if the other party fails to perform an essential obligation and does not remedy it within 15 days of notice.

8.3. After termination, the Client may export its data for 30 days. After that, the data is deleted in accordance with the DPA.

9. Liability

9.1. The Provider's total liability is limited to the amounts paid by the Client in the 12 months preceding the event.

9.2. The Provider is not liable for indirect damages: loss of profit, lost customers or bookings, loss of reputation.

9.3. The Provider is not liable for interruptions caused by third-party providers (hosting, email, AI services, internet), force majeure or the Client's actions.

9.4. These limitations do not apply in case of wilful misconduct or gross negligence.

9.5. The limitations in this Article apply only to the Provider's liability. They do not limit the Client's payment obligations or the Client's liability under Article 5.7.

10. Confidentiality

The parties shall keep confidential the commercial and technical information received from each other, for the term of the Agreement and for 2 years after it ends. The Provider may mention the Client's name and logo in its portfolio unless the Client objects in writing.

11. Changes to these Terms

11.1. The Provider may amend these Terms and the DPA. Each version is published at a permanent address, with its version number and effective date. Previous versions remain available at their addresses.

11.2. Changes that do not adversely affect the Client (such as clarifications or new services and features), and changes required by law, apply from their publication or from the date required by law.

11.3. Other changes are notified by email to the Client's notice address at least 30 days before they take effect. The Client may terminate the Agreement without penalty before the effective date, with a refund under Article 3.3. If the Client does not terminate, the new version applies from its effective date.

11.4. Changes to the clauses expressly accepted by the Client in the Order (Articles 2.4, 2.5, 3.2, 3.3, 7.3, 7.4, 8, 9, 11 and 12.3) apply to the Client only after its express acceptance, given in the platform or by signature. Until then, the previous wording of those clauses continues to apply. If the Client does not accept within 30 days of the effective date, either party may terminate the Agreement with effect at the end of the paid period.

12. Final provisions

12.1. Personal data of the Client's customers and visitors is processed in accordance with the DPA. Personal data of the Client's representatives and account users (contact, billing and account data) is processed by the Provider as an independent controller, in accordance with its privacy policy available at https://synpleo.com/en/privacy-policy.

12.2. Notices are given in writing, including by email, to the addresses set out in the Order or later updated by the Client in the platform.

12.3. The Agreement is governed by Romanian law. Disputes not settled amicably shall be submitted to the competent courts of Bucharest, Romania.

12.4. The Agreement may be amended only by a written addendum or a new Order signed by both parties, except for changes made under Articles 2.5, 4.3, 7.4 and 11 of these Terms and Article 5 of the DPA.

12.5. The Agreement is the entire agreement between the parties on its subject matter and supersedes any prior offers, proposals or understandings. The Client's own general terms and conditions do not apply.

12.6. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions stay in force. The parties shall replace the invalid provision with a valid one that comes as close as possible to its original purpose.

12.7. The Client may not assign or transfer the Agreement without the Provider's prior written consent. The Provider may assign the Agreement to an affiliate, or to a successor in case of a merger, acquisition or transfer of all or substantially all of its business, with written notice to the Client.

12.8. These Terms are published in English and Romanian. In case of discrepancy, the English version prevails.