

Terms and Conditions

Document	Terms and Conditions
Version	2.0
Effective from	9 October 2026
Previous version	1.0 of 6 May 2026 (application terms, now Part C)
Provider	ML Consulting MB, legal entity code 306991112, Vilnius, Republic of Lithuania
Professional services	mantvydas@mlconsulting.lt
Applications	support@mlconsulting.lt
Website	https://mlconsulting.lt

How these Terms are organised

These Terms and Conditions (the "Terms") consist of three parts. Each part applies to a different relationship with ML Consulting MB.

- **Part A — General terms and use of the website** applies to everyone who visits mlconsulting.lt or contacts us.
- **Part B — Professional Services Terms** applies to engagements for regulatory compliance advisory, compliance automation, and software or application development, provided to business clients.
- **Part C — Application Terms** is the end-user licence agreement and terms of service for the iOS and iPadOS applications we publish on the Apple App Store. It reproduces version 1.0 of 6 May 2026 without change in substance. References to section numbers in App Schedules refer to Part C.

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Version history

Part A — General terms and use of the website

A1. Who we are

A1.1. The website mlconsulting.lt is operated by ML Consulting MB, a small partnership (*mažoji bendrija*) established under the law of the Republic of Lithuania, legal entity code 306991112, with its seat in Vilnius ("ML Consulting", "we", "us", "our").

A1.2. You can contact us at mantvydas@mlconsulting.lt about professional services and at support@mlconsulting.lt about our applications and data protection.

A2. Which part applies

A2.1. Part A applies to every use of the website and every enquiry sent to us. Part B applies in addition when an organisation engages us for professional services. Part C applies in addition when you download, install or use one of our applications.

A2.2. Where the same person or organisation both engages us and uses an application, each part applies to its own subject matter. Where Part C refers to services made available "through the App or our website", it refers only to services connected with the applications; professional services are governed exclusively by Part B.

A3. Information on the website

A3.1. The website contains general information about our services and about regulatory developments, including dates of application of EU legislation. It reflects our understanding at the date shown, may be simplified, and may become out of date.

A3.2. Nothing on the website is legal advice or professional advice on any particular situation, and it must not be relied on as such. Decisions should be taken only on the basis of advice given for your circumstances.

A3.3. Visiting the website, sending an enquiry or taking part in an initial consultation does not create a client relationship. A client relationship begins only when an Engagement Letter is agreed under Part B.

A4. Sending information to us

A4.1. Please do not send confidential information, or personal data about other people, through the website forms or by email before an engagement and the related confidentiality terms have been agreed.

A4.2. We may decline an enquiry or an engagement without giving reasons, including where it would create a conflict of interest.

A5. Intellectual property

A5.1. The content of the website, including text, graphics, the logo and the design, is owned by or licensed to ML Consulting. You may view it and print or save extracts for your personal or internal business use, provided the source is acknowledged. Any other use requires our prior written consent.

A6. Links to other websites

A6.1. Links to third-party websites, including official sources of legislation, are provided for convenience. We are not responsible for their content or availability.

A7. Liability for the website

A7.1. The website is provided "as is". To the extent permitted by law, we are not liable for loss arising from reliance on its content or from its temporary unavailability.

A7.2. Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for damage caused intentionally or through gross negligence (Article 6.252 of the Civil Code of the Republic of Lithuania), or the mandatory rights of consumers.

A8. Privacy

A8.1. Our [Privacy Policy](#) explains how we process personal data when you use the website, contact us, engage us or use our applications.

A9. Changes to these Terms

A9.1. We may amend these Terms. Each version is dated and archived, and the current version is published at <https://mlconsulting.lt/terms-and-conditions>.

A9.2. For professional services, the version of Part B in force on the date the Engagement Letter is agreed applies to that engagement, unless the parties agree otherwise in writing. For applications, changes are governed by section 22 of Part C.

A10. Governing law

A10.1. Part A is governed by the law of the Republic of Lithuania. Disputes relating to the use of the website are resolved by the competent courts of the Republic of Lithuania in Vilnius, without prejudice to the mandatory rights of consumers to bring proceedings in their country of habitual residence.

Part B — Professional Services Terms

B1. Application and formation of contract

B1.1. Part B applies to all regulatory compliance advisory, assessment, training, compliance automation, software and application development and related support services (the "Services") that ML Consulting provides to a client (the "Client").

B1.2. The Services, deliverables, timeline and fees for each engagement are set out in an engagement letter, statement of work or proposal accepted by the Client in writing (each an "Engagement Letter"). A contract is formed when the Engagement Letter is signed or accepted in writing, including by email, or when we begin work at the Client's written request.

B1.3. The Services are provided only to businesses, public bodies and other organisations, and not to consumers.

B1.4. The Client's own terms and conditions do not apply, even if referred to in a purchase order or similar document, unless we have expressly accepted them in writing.

B2. Definitions

Background Materials. Methodologies, templates, checklists, know-how, software, code libraries and tools owned or developed by ML Consulting independently of a particular engagement, including improvements made to them.

Business Day. A day other than a Saturday, Sunday or public holiday in the Republic of Lithuania.

Client Materials. Documents, data, systems access and other information provided by or on behalf of the Client.

Confidential Information. Non-public information disclosed by one party to the other in connection with an engagement that is marked as confidential or that a reasonable person would understand to be confidential, including Client Materials.

Deliverables. Reports, registers, policies, memoranda, presentations, software, configured solutions and other work products that we are required to deliver under an Engagement Letter.

Fees. The fees for the Services set out in the Engagement Letter.

Personal Data. Has the meaning given in Article 4(1) of Regulation (EU) 2016/679 (the "GDPR").

B3. Scope and nature of the Services

B3.1. We provide the Services described in the Engagement Letter. Work outside that scope is provided only after a change has been agreed under B5.

B3.2. We provide regulatory compliance consulting. We are not a law firm and we do not provide legal advice or legal representation. Where a matter requires a legal opinion or representation before a court or authority, we will say so and may work alongside the Client's legal counsel.

B3.3. Our findings and recommendations are based on legislation, technical standards, guidelines and supervisory practice publicly available at the date of the relevant Deliverable, and

on the Client Materials. Unless the Engagement Letter provides otherwise, we are not obliged to update a Deliverable for later changes.

B3.4. We do not guarantee that an authority will grant an authorisation, accept a submission or reach a particular conclusion in an inspection, or that an audit will have a particular result.

B3.5. The Client remains solely responsible for its compliance with the laws and regulations that apply to it, for decisions taken on the basis of the Services, for approvals by its management body and for its submissions to authorities. Unless the Engagement Letter expressly provides otherwise, we do not perform any function that the Client is required by law to perform itself, we do not take decisions on the Client's customers or transactions, and we do not hold any regulated function within the Client.

B4. Client responsibilities

B4.1. The Client will:

- provide complete, accurate and up-to-date Client Materials, and access to its personnel and systems, in good time;
- appoint a contact person with authority to take decisions on the engagement;
- review drafts and Deliverables and give decisions and approvals within the agreed timeline;
- ensure that it has the rights, licences and consents needed for us to use the Client Materials and any third-party systems for the engagement; and
- ensure that any Personal Data it makes available to us is collected and shared lawfully, in accordance with B9.

B4.2. If the Client does not meet these responsibilities, we are not responsible for resulting delays or deficiencies, and the timeline and Fees may be adjusted under B5.

B5. Changes

B5.1. Either party may request a change to the scope, timeline or approach of an engagement. A change takes effect only when its impact on scope, timeline and Fees has been agreed in writing, which may be by email.

B6. Fees, expenses and payment

B6.1. The Fees are stated in the Engagement Letter. Unless it states otherwise, the Fees are fixed for the agreed scope.

B6.2. Expenses, such as travel, are charged only if the Client has approved them in writing in advance.

B6.3. Costs of third-party services required for the Services or the Deliverables, such as software licences, hosting, AI model usage and the Apple Developer Program, are paid by the Client directly to the provider unless the Engagement Letter provides otherwise.

B6.4. Fees are stated exclusive of value added tax, which is added where applicable.

B6.5. Unless the Engagement Letter provides otherwise, fixed fees are invoiced 50% when the Engagement Letter is agreed and 50% on delivery, and fees for ongoing services are invoiced monthly in advance.

B6.6. Invoices are payable by bank transfer within 14 days of the invoice date.

B6.7. If an invoice is not paid when due, we may charge interest for late payment in accordance with the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions and, after giving 7 days' written notice, suspend the Services until payment is received.

B7. Deliverables and acceptance

B7.1. The Client will review each final Deliverable within 10 Business Days of receipt and notify us in writing of any material non-conformity with the Engagement Letter, which we will correct. A Deliverable is accepted when the Client confirms acceptance, when this period expires without notification, or when the Client uses the Deliverable in its business, whichever is earliest.

B7.2. For software and automation solutions, acceptance tests may be specified in the Engagement Letter. We will remedy, without additional charge, reproducible defects that are notified within 30 days after acceptance and that cause the Deliverable not to conform materially to its agreed specification. This does not cover defects caused by changes made by the Client or third parties, by third-party components or platforms, or by use contrary to the documentation.

B7.3. Drafts, interim findings and oral comments are provisional. Only final Deliverables may be relied on.

B8. Confidentiality

B8.1. Each party will keep the other's Confidential Information confidential, use it only for the engagement, and disclose it only to its personnel, professional advisers and approved subcontractors who need to know it and are bound by equivalent obligations of confidentiality.

B8.2. These obligations do not apply to information that is or becomes public through no fault of the receiving party, that was lawfully known to it before disclosure, that it develops independently, or that it lawfully receives from a third party without restriction. A party may disclose Confidential Information where required by law or by a court or competent authority, and will, where lawful, inform the other party in advance.

B8.3. The obligations in B8 continue during the engagement and for five years after it ends, and for trade secrets for as long as they remain trade secrets.

B8.4. At the end of the engagement, or earlier on request, we will return or delete Client Materials, except copies that must be kept by law, copies in automatic back-ups until they are overwritten, and the engagement record described in B8.5. Retained information remains subject to B8.

B8.5. We may keep one archival copy of the Deliverables and the key correspondence of an engagement to evidence the work performed and to establish, exercise or defend legal claims, for the periods stated in our Privacy Policy.

B9. Data protection

B9.1. Each party will comply with the GDPR and the Law on Legal Protection of Personal Data of the Republic of Lithuania in connection with the Services.

B9.2. Where we process Personal Data on behalf of the Client in performing the Services, the Client is the controller and we are the processor. The data processing agreement included in or attached to the Engagement Letter applies. If there is none, B9.3 applies and constitutes the Client's documented instructions and the contract required by Article 28(3) GDPR.

B9.3. As processor, we will:

- process the Personal Data only for the subject matter, duration, nature and purpose of the engagement described in the Engagement Letter, and only on the Client's documented instructions, including with regard to transfers to third countries, unless EU or Member State law requires otherwise, in which case we will inform the Client before processing unless the law prohibits it;
- ensure that persons authorised to process the Personal Data are bound by confidentiality;
- take the security measures required by Article 32 GDPR;
- engage sub-processors only with the Client's prior authorisation: the Client authorises the sub-processors named in the Engagement Letter, we will inform the Client of any intended addition or replacement and give it the opportunity to object, we will impose the same data-protection obligations on each sub-processor, and we remain liable for their performance;
- assist the Client, taking into account the nature of the processing, in responding to requests from data subjects and in meeting its obligations under Articles 32 to 36 GDPR;
- notify the Client without undue delay after becoming aware of a personal-data breach;
- at the end of the engagement, delete or return all Personal Data at the Client's choice and delete existing copies, unless EU or Member State law requires their storage;
- make available the information necessary to demonstrate compliance with Article 28 GDPR and allow for and contribute to audits, on reasonable notice, at the Client's cost and not more than once a year unless required by a supervisory authority or following a personal-data breach; and
- immediately inform the Client if, in our opinion, an instruction infringes the GDPR or other data-protection law.

B9.4. The Client confirms that it has a legal basis for the processing and has provided the required information to data subjects, and that it will make available only the Personal Data necessary for the engagement, using pseudonymised or test data wherever the purpose allows. The Client will inform us in writing in advance before making available special categories of Personal Data or Personal Data relating to criminal convictions and offences within the meaning of Articles 9 and 10 GDPR.

B10. Use of AI and software tools

B10.1. We may use software and artificial-intelligence tools to support research, drafting, document review and the solutions we build. We use AI tools only under business or API terms that do not permit the provider to use inputs or outputs to train its models, and we prefer providers that process data within the European Economic Area.

B10.2. We do not enter Client Confidential Information containing Personal Data into an AI tool unless the tool is named in the Engagement Letter or the data processing agreement, or the Client has otherwise agreed in writing. The Client may restrict or exclude the use of AI tools in the Engagement Letter.

B10.3. Every output of an AI tool is reviewed by a person before it is included in a Deliverable. Automation solutions are designed for the Client's staff to approve decisions; the Client is responsible for operating them with the human oversight set out in their documentation.

B11. Intellectual property

B11.1. We retain all rights in the Background Materials.

B11.2. Upon payment in full of the Fees for a Deliverable, the economic rights in the parts of that Deliverable created specifically for the Client, including the source code of bespoke software and applications, are transferred to the Client to the extent permitted by the Law on Copyright and Related Rights of the Republic of Lithuania.

B11.3. Where a Deliverable incorporates Background Materials, we grant the Client a non-exclusive, perpetual, worldwide, royalty-free licence to use, copy and modify them as part of that Deliverable for the Client's own business purposes. The Client may not sell or license the Background Materials separately.

B11.4. Third-party and open-source components included in a Deliverable remain subject to their own licence terms, which we will identify on request.

B11.5. Until payment in full, the Client may use the Deliverables only for the purposes of the engagement.

B11.6. We may use the general skills, knowledge and experience acquired during an engagement, but not the Client's Confidential Information, in other work.

B12. Independence and conflicts of interest

B12.1. Before accepting an engagement we check for conflicts of interest. We will not act where a conflict cannot be managed appropriately, and we will inform the Client promptly if a conflict arises during an engagement.

B12.2. We do not accept undisclosed commissions or referral fees. Any commercial relationship with a provider whose product or service we recommend is disclosed to the Client in writing before the recommendation is made.

B12.3. Unless the Engagement Letter provides otherwise, we may provide services to other clients, including clients in the same sector as the Client, subject always to B8.

B13. Personnel and subcontracting

B13.1. The Services are performed by ML Consulting's founder unless the Engagement Letter provides otherwise.

B13.2. We may use subcontractors only with the Client's prior written consent. We remain responsible for work performed by subcontractors.

B14. Standard of care

B14.1. We will perform the Services with the reasonable skill, care and diligence expected of a professional providing similar services.

B14.2. Except as expressly set out in Part B or the Engagement Letter, and to the extent permitted by law, no other warranties apply. We do not warrant that software will operate without interruption or error, or the performance of third-party platforms, models or services.

B15. Limitation of liability

B15.1. Our total aggregate liability arising out of or in connection with an engagement, whether in contract, in tort or otherwise, is limited to the Fees paid and payable under that engagement. For ongoing services, it is limited to the Fees paid and payable for the 12 months preceding the event giving rise to the claim.

B15.2. We are not liable for loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss.

B15.3. We are not liable for fines, penalties or other sanctions imposed on the Client by an authority, which relate to the Client's own compliance, except to the extent caused by our intentional misconduct or gross negligence.

B15.4. We are not liable for loss arising from inaccurate or incomplete Client Materials, from the Client's failure to implement our recommendations, or from decisions taken by the Client.

B15.5. Nothing in Part B excludes or limits liability for damage caused intentionally or through gross negligence, for death or personal injury, or any other liability that cannot be excluded or limited under applicable law, including Article 6.252 of the Civil Code of the Republic of Lithuania.

B16. Term, suspension and termination

B16.1. An engagement continues until the Services are completed or for the term stated in the Engagement Letter.

B16.2. Either party may terminate ongoing services by giving 30 days' written notice.

B16.3. The Client may terminate a fixed-fee engagement by written notice at any time. The Client will pay for the work performed up to the termination date, in proportion to the agreed Fees or milestones, and for third-party costs that cannot be cancelled.

B16.4. Either party may terminate an engagement with immediate effect by written notice if the other party commits a material breach and does not remedy it within 14 days of written notice, or if the other party becomes insolvent or enters bankruptcy or restructuring proceedings.

B16.5. We may suspend or terminate an engagement with immediate effect if continuing would breach applicable law, sanctions or our professional obligations, or would create a conflict of interest that cannot be managed.

B16.6. On termination the Client will pay the Fees and approved expenses due for work performed, the parties will return or delete materials in accordance with B8 and B9, and B6, B8, B9, B11, B15 and B20 continue to apply.

B17. References and publicity

B17.1. We will not name the Client or use its logo as a reference without the Client's prior written consent.

B18. Force majeure

B18.1. Neither party is liable for failure or delay in performance caused by circumstances beyond its control within the meaning of Article 6.212 of the Civil Code of the Republic of Lithuania, provided it informs the other party promptly and takes reasonable steps to limit the effects. If such circumstances continue for more than 60 days, either party may terminate the affected engagement by written notice.

B19. Notices and communications

B19.1. Notices under Part B are given in writing, including by email, to the addresses stated in the Engagement Letter. Our address for notices is mantvydas@mlconsulting.lt.

B20. Governing law and disputes

B20.1. Part B and each engagement are governed by the law of the Republic of Lithuania, excluding the United Nations Convention on Contracts for the International Sale of Goods.

B20.2. The parties will first try to resolve any dispute through good-faith negotiation for at least 30 days. Disputes that are not resolved are submitted to the competent courts of the Republic of Lithuania in Vilnius, unless the Engagement Letter provides for arbitration.

B21. Order of precedence

B21.1. In case of conflict, the following order applies: the data processing agreement (for data-protection matters), the Engagement Letter, Part B, and Part A.

B22. General

B22.1. The Engagement Letter, together with Parts A and B, forms the entire agreement between the parties for the engagement and supersedes prior proposals and communications about its subject matter.

B22.2. Amendments must be agreed in writing; agreement by email is sufficient where both parties expressly confirm the amendment.

B22.3. Neither party may assign its rights or obligations without the other party's prior written consent, except that we may assign them to a successor to our business that assumes our obligations.

B22.4. If a provision is invalid or unenforceable, the remaining provisions continue to apply, and the provision is replaced by a valid provision that best reflects the parties' intention.

B22.5. A failure or delay in exercising a right is not a waiver of that right.

B22.6. The parties are independent contractors. Nothing in Part B creates a partnership, agency or employment relationship.

B22.7. Part B is concluded in English. Where a translation is provided, the English version prevails unless mandatory law requires otherwise.

B22.8. Engagement Letters may be signed electronically, including by qualified electronic signature within the meaning of Regulation (EU) No 910/2014, and in counterparts.

Part C — Application Terms

End-User Licence Agreement and Terms of Service for the iOS and iPadOS applications published by ML Consulting MB.

Part C applies whenever you download, install, sign in to, subscribe to or otherwise use an application published by ML Consulting MB on the Apple App Store. It does not apply to professional services, which are governed by Part B. Part C reproduces version 1.0 of 6 May 2026 without change in substance; the changes made in version 2.0 are listed in the version history at the end of these Terms. Within Part C, "this Agreement" and "these Terms" refer to Part C read together with Part A and the relevant App Schedule. References in App Schedules and other documents to the "Master Terms" or the "Master Terms and Conditions" are references to these Terms and Conditions.

Preliminary Notice

Read with the relevant App Schedule.

Read this - Terms and Conditions + Schedule.

These Terms and Conditions apply whenever you download, install, sign in to, subscribe to or otherwise use any iOS or iPadOS application published by ML Consulting MB on the Apple App Store. Each application is supplemented by an App Schedule that addresses App-specific definitions, plan tiers, data warranties, AI feature scope, regulatory carve-outs and (where applicable) liability adjustments. Read the relevant App Schedule together with these Terms. Where an App Schedule expressly modifies a provision of these Terms, the App Schedule prevails for that App and that App only (section 25).

This Agreement is concluded between you and ML Consulting MB, a Lithuanian *small partnership* (legal entity code 306991112 registered in Lithuania ("ML Consulting", "we", "us", "our")). Apple Inc. ("Apple") is not a party to this Agreement; Apple and its subsidiaries are third-party beneficiaries of the Apple-required terms in section 24.

These Terms are designed to apply to a portfolio of Apps that have materially different functions, user bases and risk profiles. Some Apps are intended for individual end users (consumers) and are sold through the Apple App Store; others are enterprise software intended for business users (B2B) and may be sold under a written Order Form in addition to the App Store distribution. The Terms-plus-Schedule structure exists so that each App is governed by terms that match its actual function and risk profile.

1. Agreement and Parties

Who is bound, by what, and from when.

1.1. These Terms and Conditions (the "Agreement") form a binding contract between you and ML Consulting MB, a Lithuanian *small partnership* with legal entity code 306991112, website mlconsulting.lt, support email support@mlconsulting.lt ("ML Consulting", "we", "us", "our"). They govern your download, installation and use of any iOS or iPadOS application we publish on the Apple App Store (each, an "App") and any related services we make available through the App or our website.

1.2. By downloading, installing, creating an account, signing in, subscribing to, or otherwise using any App, you accept this Agreement and our Privacy Policy (published at <https://mlconsulting.lt/privacy-policy>). If you do not accept, do not download, install or use the App.

1.3. Each App is supplemented by a published App Schedule that addresses App-specific definitions, plan tiers, data warranties, AI feature scope, regulatory carve-outs and (where applicable) liability adjustments. Read the relevant App Schedule together with these Terms. Where an App Schedule expressly modifies a provision of these Terms, the App Schedule prevails for that App and that App only (section 25).

1.4. The Apps are distributed exclusively through the Apple App Store. This Agreement is between you and ML Consulting only. Apple is not a party. Your use of the App is also subject to Apple's Media Services Terms and Conditions and Apple's applicable Usage Rules. Apple-specific provisions are set out in section 24 (Apple-Required Terms).

1.5. Each App is licensed, not sold. You acquire only the rights expressly granted to you in this Agreement and the relevant App Schedule.

2. Apps Covered and Per-App Schedules

The Apps and the App Schedules that supplement these Terms.

These Terms apply to every iOS / iPadOS application published by ML Consulting MB on the Apple App Store. Each App is supplemented by an App Schedule available at <https://mlconsulting.lt/apps> alongside the App's listing.

2.1. Current Apps. Each listing links to the App Schedule for that App, which sets out App-specific definitions, plan tiers, prices, data warranties, AI feature scope, regulatory carve-outs and any liability adjustments.

2.2. Future Apps. ML Consulting may publish additional Apps under these Terms by adding new App Schedules. Each new App Schedule takes effect on its Effective Date and applies only to the App it identifies.

2.3. Withdrawn Apps. If we discontinue an App, the App Schedule for that App ceases to apply prospectively, but the rights and obligations relating to your use of that App before withdrawal continue under the version of the Agreement in force at the time of that use.

2.4. No silent override across Apps. A provision of an App Schedule applies only to the App it identifies. References in an App Schedule to a regulatory regime, evidentiary standard, data warranty or liability cap do not propagate to other Apps. Cross-App contagion is excluded.

3. Eligibility and Intended Users

Who may use the Apps, and in what capacity.

3.1. Age. Where an App addresses an industry where age-related restrictions apply (for example, alcoholic beverages), you must additionally meet any age requirement set by the law of your country of residence; the relevant App Schedule may specify a higher minimum age.

3.2. Capacity. You represent that you have the legal capacity to enter into a binding contract.

3.3. Consumer or business user. You may use an App as a consumer (for purposes outside your trade, business, craft or profession) or as a business user (for purposes within your trade, business, craft or profession). The relevant App Schedule identifies whether the App is offered for consumer use, business use or both, and modifies the substantive provisions accordingly.

3.4. Authority for business users. Where you use an App as a business user, the individual creating the account or signing an Order Form represents and warrants that they are authorised to bind the relevant entity, and that the entity will use the App in compliance with this Agreement and the relevant App Schedule.

3.5. Sanctions and export restrictions. You represent that you are not located in, controlled by, or a national or resident of any country subject to a comprehensive embargo by the European Union, the United States or the United Nations, and that you are not on any restricted-party list maintained by those authorities.

4. Definitions

Terms used throughout this Agreement.

Capitalised terms used in this Agreement have the meanings set out below. Additional capitalised terms used in respect of a specific App are defined in the relevant App Schedule.

4.1. General definitions.

TERM. MEANING

Account. Your user identity in an App, established via Sign in with Apple, Google sign-in (where supported by the relevant App Schedule) or email-and-password authentication

Agreement. These Terms and Conditions, the Apple-Required Terms (section 24), the Privacy Policy, the relevant App Schedule and (where applicable) the relevant Order Form

Apple. Apple Inc. and its subsidiaries

App. Any iOS / iPadOS application published by ML Consulting MB on the Apple App Store that incorporates these Terms

App Schedule. The schedule specific to a particular App that supplements these Terms, available at <https://mlconsulting.it/apps>

Business User. A natural or legal person using an App for purposes within their trade, business, craft or profession

Consumer. A natural person using an App for purposes outside their trade, business, craft or profession (Article 2(1) of Directive 2011/83/EU)

Customer Data. All data submitted by, or generated for, you through an App, including content you create, import or upload

Direct Channel. Billing by ML Consulting under an Order Form (typically by invoice and bank transfer or external card payment), as opposed to App Store IAP

Order Form. A written or electronic ordering document signed or accepted by a Business User that sets out the Plan, term, fees, limits and any agreed services for an App

Plan. A tier of access to an App offered by ML Consulting from time to time, as specified in the App Schedule and (where applicable) the App Store payroll sheet at point of purchase

Privacy Policy. Our privacy notice published at <https://mlconsulting.it/privacy-policy>

Services. An App together with the cloud-based services accessed through it, including any associated website services

Subscription. A paid (auto-renewable or fixed-term) plan giving access to an App's paid features

Subscription Term. The period during which a Subscription is active

You / Your. The individual or, where applicable, the legal entity using an App

5. Licence to Use the Apps

What we grant you, and what you must not do.

5.1. Licence grant. Subject to your continuing compliance with this Agreement, ML Consulting grants you a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to install and use the App on Apple-branded devices that you own or control, in accordance with the Usage Rules in the Apple Media Services Terms and Conditions, solely for the purposes for which the App is made available.

5.2. Restrictions. You shall not, and shall not permit any third party to:

- copy, modify, distribute, rent, lease, sell, sublicense or commercially exploit the App or any part of it, except as expressly permitted by this Agreement, the relevant App Schedule or mandatory law;
- reverse-engineer, decompile, disassemble, decrypt or otherwise attempt to derive the source code, non-public APIs, non-public algorithms or non-public datasets of the App, except to the extent applicable law (including Article 6 of Directive 2009/24/EC) expressly prohibits the foregoing restriction notwithstanding this limitation;
- circumvent any Plan limit, payroll, role check, rate limit, audit log or other technical protection measure;
- scrape, bulk-extract, reproduce or commercialise the App's interface, outputs, datasets, catalogues or pairing rules outside personal or licensed use;
- interfere with the integrity, performance or security of the App, attempt unauthorised access to other users' data or transmit malicious code;
- use the App in any way that may damage our reputation, Apple's platform or other users.

5.3. Reservation of rights. All rights not expressly granted under this Agreement are reserved by ML Consulting and its licensors. No title, ownership or intellectual-property right in any App or in the Services is transferred.

6. What the Apps Do, and What They Do Not Do

Estimates and operational records - not legal, medical, financial or regulatory determinations.

6.1. Each App's purpose is described in the relevant App Schedule. The App Schedule sets out what the specific App actually does.

6.2. Estimates, not guarantees. Where an App produces estimates, suggestions, scores, confidence bands, pairing recommendations, maturity windows, customer-leakage rankings, audit-pack outputs or any similar derived output, those outputs are probabilistic and operational and are not legal, medical, dietary, agronomic, occupational-health, financial, insurance, tax, investment, valuation, regulatory or professional advice.

6.3. No App is, or shall be relied on as:

- a regulatory-compliance certification or substitute for legal review;
- a worker-safety system or substitute for occupational-health risk assessment;
- a substitute for tachograph data, official inspection records or any other regulated record-keeping that the user is required by law to maintain;
- a marketplace, alcohol-sales platform, auction tool or investment-advisory service;
- an offline-first product, save where the App Schedule expressly states otherwise;
- an automated decision-making system within the meaning of Article 22 GDPR - see section 13.

6.4. Best-effort availability. Each App is provided on a best-effort basis. Where an App Schedule or an Order Form sets a specific service-level commitment, that commitment governs and the corresponding remedies (typically service credits) are your exclusive remedy for unavailability, save for liability that cannot be excluded under mandatory law.

7. Accounts and Security

Authentication, credentials and account security.

7.1. Account creation. Where an App requires an account, you must provide accurate and current information. You are responsible for keeping your account information up to date.

7.2. Credentials. You are responsible for safeguarding your device, your Apple ID, any Google account used to sign in, your email account and any password you set within an App. We will not be liable for any loss arising from your failure to keep credentials secure, save where such loss results from our gross negligence or wilful misconduct, or where mandatory law provides otherwise.

7.3. Suspected unauthorised access. If you believe your account or device has been compromised, contact us at support@mlconsulting.it without undue delay.

7.4. One account per user. Unless we agree otherwise in writing or the relevant App Schedule expressly permits, you may hold one account per App. Accounts are personal and not transferable.

7.5. Third-party authentication services. Where an App relies on Apple, Google, iCloud, CloudKit or other third-party services for authentication or storage, your access depends on those services and your settings. We are not responsible for third-party outages or restrictions outside our control.

8. Your Data and Permitted Use by Us

You own your data. We use it only to operate the Services.

8.1. Ownership. As between the parties, you (or, in B2B contexts, the relevant Workspace Owner identified in the App Schedule) retain ownership of all Customer Data submitted to or generated through an App.

8.2. Limited operational licence. You grant ML Consulting a worldwide, royalty-free, non-exclusive, non-transferable licence (with a sub-licence to our hosting and infrastructure providers, including Apple Inc. for iCloud / CloudKit where used, strictly to provide the Services) to host, copy, transmit, display and process Customer Data solely to operate, secure, support and improve the Services and to comply with applicable law.

8.3. No sale; no AI training. We do not sell Customer Data. We do not use Customer Data for third-party advertising. We do not use Customer Data to train any third-party machine-learning model, except where you have given valid prior consent for a specific feature that is clearly described in the App and the App Schedule.

8.4. On-device storage and backups. Some App features store Customer Data only on your device or in your private iCloud / CloudKit container. If you delete the App, reset your device, disable iCloud or fail to maintain a backup, that data may be lost. You are responsible for maintaining exports and backups that matter to you, using the in-App export controls.

8.5. Accuracy and provenance of inputs. You are responsible for the accuracy, lawfulness and provenance of data you input, import or upload, including CSV files, photographs, voice notes, free-text commentary and any data you copy from third-party sources. The relevant App Schedule may impose specific accuracy warranties (for example, label-derived data in regulatory-evidence Apps).

9. Privacy and Data Protection

GDPR-aligned. Two roles - controller and (for B2B Apps) processor. See the Privacy Policy.

9.1. Privacy Policy. Our processing of personal data is described in the Privacy Policy, which is incorporated into this Agreement by reference for the purpose of describing data processing.

9.2. Two roles. Depending on the App and the data category:

(a) in respect of Account Data, Telemetry, Communications and Billing Data, ML Consulting acts as data controller under the GDPR. The Privacy Policy describes that processing.

(b) in respect of Customer Data within Workspaces of B2B Apps (where the App Schedule identifies a Workspace Owner separate from the individual user), the Workspace Owner is the data controller and ML Consulting is the data processor.

9.3. Apple's role. Apple acts independently for App Store transactions, Apple ID services, App Store IAP processing and iCloud / CloudKit storage. Apple's processing is governed by Apple's Privacy Policy, not by this Agreement or our Privacy Policy.

9.4. Your rights. Subject to applicable law, you may exercise rights of access, rectification, erasure, restriction, portability and objection, and withdraw consent where processing is based

on consent. The Privacy Policy explains how. Workspace-controlled requests (B2B Apps) should generally be directed to the relevant Workspace Owner first.

9.5. Permissions. An App may request access to camera, photos, microphone, notifications, location and iCloud only for the relevant feature. You can manage permissions in iOS settings. Certain features may not work if permissions are refused or withdrawn.

9.6. Data Protection Officer. ML Consulting is not currently required to designate a DPO under Article 37 GDPR. Privacy enquiries may be sent to support@mlconsulting.lt.

9.7. Lithuanian supervisory authority. Our lead supervisory authority is the Lithuanian State Data Protection Inspectorate (*Valstybinė duomenų apsaugos inspekcija*, VDAI), L. Sapiegos g. 17, LT-10312 Vilnius, vdai.lrv.lt.

10. Subscriptions, Billing and App Store Rules

Apple App Store auto-renewable subscriptions. App Store rules apply.

Where an App offers paid Plans through the Apple App Store, the following provisions apply. The relevant App Schedule sets out the App-specific tiers, prices, free-tier limits and subscription periods.

10.1. Plans. Each App may offer a free tier, one or more paid tiers, or a mix. Plan features, limits, prices, currencies and renewal periods are presented in the App Store paywall sheet at the time of purchase and (where applicable) in the App. The App Store paywall sheet at the moment of confirmation governs the transaction.

10.2. Apple as merchant of record. App Store Subscriptions are sold by Apple via your Apple ID using StoreKit. Your contract for the purchase is concluded between you and Apple at the moment you confirm in the App Store sheet. ML Consulting sets the price and product configuration; Apple is the merchant of record.

10.3. Auto-renewable subscriptions - Apple-required disclosures. Auto-renewable Subscriptions are governed by the following terms, which are also displayed in the App Store paywall sheet before purchase:

- **title and length of the subscription** (presented in the paywall sheet);
- **price per period** (presented in the paywall sheet, including local currency and applicable taxes);
- **any free trial or introductory offer** (where offered, the duration and conversion mechanics are presented in the paywall sheet; any unused portion of a free trial is forfeited when a Subscription is purchased, where applicable law permits);
- **auto-renewal** - payment is charged to your Apple ID account at confirmation of purchase. The Subscription **automatically renews** for an identical period at the then-current price, unless you cancel auto-renewal at least **24 hours before the end of the current period**. Your account will be charged for renewal within 24 hours prior to the end of the current period;
- **how to manage and cancel** - you can manage your Subscriptions and turn off auto-renewal in your Apple ID account settings (*Settings* → *[your Apple ID]* → *Subscriptions*) on your device after purchase;

- **links** to the Privacy Policy and to this Agreement appear in the paywall sheet and in the App's *Settings* → *Legal* (or equivalent).

10.4. Local price, currency and tax. Actual prices, local taxes, currency, renewal period and available offers are controlled by the App Store at the time of purchase and may vary by country. Where there is any inconsistency, the App Store paywall sheet at the moment of confirmation controls the transaction.

10.5. Cancellation, deletion and continued access. You may cancel auto-renewal at any time as described in clause 10.3. Cancellation takes effect at the end of the current paid period; you retain access until then. Deleting the App or your account does not cancel an active App Store Subscription - you must cancel separately in your Apple ID settings.

10.6. Refunds. Refunds for App Store purchases are governed by Apple's policies and may be requested at reportaproblem.apple.com. We cannot directly refund App Store purchases unless Apple provides a mechanism for us to do so. Mandatory consumer rights remain unaffected (sections 17 and 18).

10.7. Price changes. Price changes for active subscriptions are handled through Apple's App Store process and, where required by law or by Apple's policies, are subject to your consent. We will notify you of material changes at least thirty (30) days in advance where the law requires it.

11. Direct Billing for Business Apps (where applicable)

Where an App Schedule offers an Order Form path in addition to App Store IAP.

11.1. Where applicable. Where the relevant App Schedule expressly offers a Direct Channel path (typically for premium B2B Apps), the Workspace Owner may, in addition to or instead of App Store IAP, subscribe under a written or electronic Order Form with ML Consulting.

11.2. Order Form mechanics. The Order Form sets out the Plan, term, fees, currency, lot/seat/block limits, any onboarding or professional services and any service-level commitment. Subscription Fees are stated exclusive of value-added tax or equivalent indirect taxes, which are payable in addition where applicable. Currency is EUR unless otherwise stated.

11.3. Payment terms. Direct-Channel invoices are payable as set out in the Order Form (typically thirty (30) days net). Late-payment interest accrues at the statutory rate. If an undisputed invoice is unpaid when due, ML Consulting may, on at least seven (7) days' written notice, suspend access until payment is received. Suspension does not relieve the Business User of payment obligations.

11.4. Renewal. Direct-Channel Plans renew at the end of the Subscription Term in accordance with the Order Form (typically automatic renewal unless the Business User gives written notice of non-renewal at least thirty (30) days before the end of the current Term).

11.5. Apple App Store policies preserved. Direct Channel arrangements do not circumvent Apple's policies. Where Apple requires that a particular paid feature be sold via App Store IAP, ML Consulting will route that feature through StoreKit; the Direct Channel applies only to features that may lawfully be sold outside the App Store under Apple's policies (typically enterprise / business-account access).

12. Acceptable Use

What you must not do with the Apps.

You must not, and must not permit any third party to:

12.1. Universal prohibitions.

- use any App for any unlawful purpose or in any way that infringes the rights of any third party;
- use any App to encourage or facilitate underage or excessive consumption of alcohol, or to engage in regulated alcohol commerce, where the App addresses alcoholic beverages and the App Schedule does not expressly permit such use;
- use any App to provide a paid service to third parties (for example, valuation, brokerage, auction, insurance, investment, regulated-compliance certification) without our prior written agreement and the agreement of the relevant App Schedule;
- fabricate, alter or backdate evidence, timestamps, photographs, audit events or override records, or attempt to remove or modify watermarks or audit trails on any export;
- import content that infringes third-party intellectual property, privacy, publicity, confidentiality or database rights;
- circumvent any Plan limit, paywall, role check, rate limit, audit log or other technical protection;
- scrape, bulk-extract, reproduce or commercialise an App's interface, datasets, catalogues, pairing rules or derived outputs outside personal or licensed use;
- interfere with the integrity, performance or security of any App, attempt unauthorised access to data of other users or transmit malicious code;
- use the Apps to make material decisions affecting individuals (for example, employment, contractor renewal, disciplinary action) in reliance solely on App output without meaningful human review and an independent assessment.

12.2. App-specific additions. The relevant App Schedule may add App-specific acceptable-use rules (for example, label-data accuracy in regulatory-compliance Apps, evidence integrity in evidence Apps, client-portal scoping in multi-tenant Apps).

13. AI / ML Features and Probabilistic Outputs

Optional, opt-in, never autonomous, no third-party model training on your data.

13.1. Where Apps offer AI features. Some Apps include optional AI-assisted helpers (for example, drafting assistants, OCR helpers, structured-note suggestions). Where present, those features are off by default and are activated only by an explicit configuration choice.

13.2. Always reviewable; never autonomous. AI output is assistive only. It must be reviewed, edited or rejected by a human user before it is finalised in any record, communication, claim pack, audit pack, customer-facing output or evidentiary document. The relevant App Schedule may add specific prohibitions (for example, prohibiting AI helpers from auto-writing legal-status values such as re-entry intervals, pre-harvest intervals, frozen-terms snapshots or client-safe field designations).

13.3. No solely-automated decisions with legal or significant effects. ML Consulting does not subject you to decisions producing legal or similarly significant effects based solely on automated processing within the meaning of Article 22 GDPR.

13.4. Estimates only. AI output is a probabilistic suggestion. It is not legal, regulatory, medical, dietary, agronomic, occupational-health, financial, insurance, tax, investment or other professional advice.

13.5. Sub-processor. Where AI text generation is enabled, it is performed by a third-party language-model provider acting as a sub-processor on the terms of the Privacy Policy. Inputs and outputs are not used by ML Consulting to train any third-party model. Where redaction is required by an App Schedule, customer-identifying free-text and third-party personal data are redacted before transmission.

13.6. EU AI Act readiness. ML Consulting will keep AI features aligned with applicable obligations under Regulation (EU) 2024/1689 (AI Act), including transparency, logging and human-oversight requirements appropriate to the risk classification of the relevant feature.

14. Intellectual Property

Who owns what.

14.1. Our IP. The Apps, the Services, the underlying code, the design system, the workflow logic, deterministic engines, datasets, catalogues, pairing rules, the *ML Consulting* and per-App word and figurative marks, the documentation and all related creative materials are the exclusive property of ML Consulting and its licensors, protected by copyright, database, trade-mark and other intellectual-property laws.

14.2. Your IP. As between the parties, you retain all rights in Customer Data and any branding you upload (for example, report logos in B2B Apps). The operational licence in clause 8.2 applies.

14.3. Personal use of outputs. You may use outputs generated for your own management, decision-support and recordkeeping purposes within the licensed scope of the App. You may not reproduce, publish, sell, licence, benchmark, train models on or commercially exploit App outputs except as expressly allowed by this Agreement, the App Schedule or our written agreement.

14.4. Feedback. If you send us suggestions or feedback, ML Consulting is granted a perpetual, irrevocable, worldwide, royalty-free, sub-licensable licence to use, modify and incorporate them into the Services, without obligation to you. We will not identify you as the source unless you ask us to.

14.5. Third-party trademarks. Producer names, vineyard, port, customer or carrier names, varietals, vintages, appellations, vehicle plates and similar references appearing in Customer Data may be the trademarks or other protected designations of their respective owners; their appearance is for descriptive purposes and does not imply sponsorship, endorsement or affiliation.

15. Updates, Availability and Support

Best-effort availability; we may evolve the Apps.

15.1. Updates. We may release updates, fixes, security patches, new features or modifications. Some updates may be required for security, compatibility, App Store compliance or continued operation. Where a modification materially and adversely affects the App in respect of a paid Subscription Mid-Term, we will give reasonable advance notice and (subject to mandatory law) the right to terminate the affected Subscription Term and receive a pro-rata refund of pre-paid Subscription Fees attributable to the unused portion.

15.2. Availability. We aim to support each App with reasonable care, but we do not promise uninterrupted availability, permanent compatibility with every iOS or iPadOS version or device, or indefinite availability of any specific feature. Where an Order Form sets a specific service-level commitment, that commitment governs (clause 6.4).

15.3. Support. Support requests may be sent to support@mlconsulting.it. We may prioritise issues affecting security, access, purchases, data export and data deletion.

15.4. Beta features. Features marked "beta", "preview" or similar are provided "as is", may be discontinued and may carry additional terms presented at the point of access.

16. Suspension and Termination

How and when access can end.

16.1. Termination by you. You may stop using an App at any time. You may delete your account or local data through in-App controls where available. Deleting the App or your account does not automatically cancel an active App Store Subscription (clause 10.5).

16.2. Suspension and termination by us. We may suspend or terminate access to an App, immediately and without refund (subject to mandatory law), where:

- you materially breach this Agreement or the relevant App Schedule (including the Acceptable Use Policy in section 12);
- we are required to do so by law, court order or competent authority;
- we have reasonable grounds to believe an account is being used to harm us, other users or third parties (for example, fraudulent purchases, security attacks, evidence fabrication or scraping);
- non-payment of an undisputed Direct-Channel invoice continues for more than seven (7) days after notice (clause 11.3).

16.3. Notice and cure. Where the alleged breach is capable of being remedied and where it is reasonable in the circumstances, we will give you notice and a reasonable opportunity to remedy before suspending or terminating.

16.4. Effect of termination. On termination, the licence in section 5 ends. Your data is treated in accordance with the relevant App Schedule's data-export/retention provisions. Provisions intended to survive termination (including sections 8, 13, 14, 16, 17, 18, 19, 20, 21, 24 and 25) survive.

17. Consumer Rights

Mandatory protections preserved for EU/EEA Consumers.

17.1. Mandatory rights preserved. If you are a Consumer in the EU/EEA, the United Kingdom or another jurisdiction with mandatory consumer protections, nothing in this Agreement limits, excludes or modifies any right that cannot lawfully be limited, excluded or modified.

17.2. Withdrawal and conformity (Directives 2011/83/EU and 2019/770). Your statutory rights of withdrawal (where applicable), digital-content conformity, remedies for defective digital content and protection against unfair contract terms apply where mandatory law grants them. The relevant App Schedule may set out App-specific consumer-rights provisions, including any Article 16(m) waiver mechanism for digital content delivered immediately on confirmation.

17.3. Apple as merchant of record. Because App Store Subscriptions are purchased from Apple as merchant of record, cancellation and refund requests should normally be made through Apple. We will cooperate reasonably where a legal issue requires our involvement.

17.4. Out-of-court dispute resolution. The European Commission's Online Dispute Resolution platform was closed on 20 July 2025 under Regulation (EU) 2024/3228. Lithuanian Consumers may contact the *Valstybinė vartotojų teisių apsaugos tarnyba* (Vilnius g. 25, LT-01402 Vilnius, www.vvtat.lt).

17.5. Severability rule for consumer protections. If any clause in this Agreement is interpreted as excluding mandatory consumer rights, that clause is read down to the minimum extent necessary to preserve those rights.

18. Disclaimers

What we do not warrant - to the maximum extent permitted by law.

18.1. As-is. Subject to mandatory consumer protection (section 17) and to any express service-level commitment in an Order Form, each App is provided "as is" and "as available" to the maximum extent permitted by applicable law. We expressly disclaim all implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment and non-infringement.

18.2. Specifically and without limitation, we do not warrant that:

- any App will be uninterrupted, timely, secure or error-free;
- all defects will be corrected;
- any output (including maturity estimates, drinking-window suggestions, OCR results, barcode matches, customer-leakage rankings, claim-pack PDFs, audit-pack exports, AI-assisted drafts and similar) will be accurate, complete, reliable, admissible, persuasive, sufficient or accepted in any forum;
- use of an App will prevent any commercial dispute, regulatory finding, certification finding, worker injury, illness or environmental incident;
- third-party services on which the Services rely (Apple App Store, iCloud, Sign in with Apple, Google sign-in, file-storage, email, AI text APIs, payment processor, PDF rendering) will be available at any specific time.

18.3. Not professional advice. No App provides legal, regulatory, medical, dietary, agronomic, occupational-health, accounting, tax, insurance, financial or investment advice. The relevant App Schedule sets out the App-specific disclaimers that apply to that App.

19. Limitation of Liability

What may, and may not, be recovered.

19.1. Mandatory carve-outs. Nothing in this Agreement excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) gross negligence or wilful misconduct;
- (d) breach by ML Consulting of the Data Processing Addendum insofar as such breach gives rise to liability that cannot be limited under Article 82 GDPR; or
- (e) any other liability that cannot be excluded or limited under mandatory applicable law (including Lithuanian Civil Code, Articles 6.252 and 6.253; Directive (EU) 2019/770; Directive 2011/83/EU as transposed into Lithuanian law).

19.2. Indirect loss excluded. Subject to clause 19.1, neither party is liable to the other for indirect, consequential, special, incidental, punitive or exemplary loss; loss of profits; loss of revenue; loss of goodwill; loss of data caused by your failure to back up; loss of anticipated savings; loss of opportunity; loss of contract; or business interruption - however arising.

19.3. Floor cap. Subject to clause 19.1 and to any cap set in the relevant App Schedule, our aggregate liability for any and all claims arising out of or relating to this Agreement is limited to the greater of the total Subscription Fees paid by you under this Agreement in that twelve-month period. Where the relevant App Schedule specifies a higher cap or different per-App allocation, the App-specific cap prevails for that App. For Consumers using only a free tier, our liability is governed by mandatory consumer law and is not capped at the floor.

19.4. Liability towards Consumers. In respect of any individual using an App as a Consumer, our liability is governed by the mandatory consumer law of the Consumer's country of habitual residence and Lithuanian law where the latter does not reduce the protection. Sections 19.2 and 19.3 apply only to the extent permitted by that mandatory law.

19.5. App-specific carve-outs. The relevant App Schedule may add App-specific carve-outs reflecting the operational, regulatory or safety risk profile of the relevant App (for example, no-recovery and no-admissibility carve-outs for evidence Apps; worker-safety and regulatory-finding carve-outs for compliance Apps; wine-quality carve-outs for cellar-management Apps).

19.6. Allocation of risk. The allocation of risk in this section reflects the Subscription Fees and is an essential basis for ML Consulting's willingness to make the Services available.

20. Indemnity for Business Users

Reciprocal indemnities - does not apply to Consumers.

20.1. Indemnity by the Business User. If you use an App as a Business User, you shall defend, indemnify and hold harmless ML Consulting and its officers, directors, employees and

agents from and against any third-party claim, demand, damage, liability, loss or expense (including reasonable legal fees) arising out of or related to:

- your (or any of your authorised users') breach of this Agreement, the relevant App Schedule or applicable law;
- Customer Data, including any claim that Customer Data infringes a third party's intellectual property, privacy, publicity or other rights, or that you failed to provide a required notice or obtain a required consent;
- your commercial exploitation of any output of the App (including any defamation, competition-law or unfair-commercial-practices claim arising from the use, sharing or publication of customer rankings, scorecards, claim correspondence or audit packs);
- your relationship with your authorised users, workers, clients, growers, drivers, port operators or other counterparties.

20.2. Indemnity by ML Consulting (IP). ML Consulting shall defend you against any third-party claim alleging that an App, as supplied by ML Consulting and used in accordance with this Agreement, infringes that third party's intellectual property rights, and shall pay damages and reasonable legal fees finally awarded against you. This indemnity does not apply to claims arising from Customer Data, modifications not made by ML Consulting, combinations with materials not provided by ML Consulting where the claim would not have arisen but for the combination, or use of the App after ML Consulting has provided modified or non-infringing functionality and informed you.

20.3. Conditions. Each indemnity is conditional on the indemnified party (i) giving prompt written notice of the claim, (ii) granting the indemnifying party sole control of the defence and settlement (provided that no settlement may impose any non-indemnifiable obligation on the indemnified party without its written consent), and (iii) providing reasonable assistance at the indemnifying party's expense.

20.4. Consumers. This section does not impose indemnification obligations on a Consumer beyond what mandatory law permits.

21. Governing Law and Disputes

Lithuanian law. EU consumer protections preserved.

21.1. Governing law. This Agreement is governed by the laws of the Republic of Lithuania, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2. Consumer protection carve-out. If you are a Consumer resident in the EU/EEA, you also benefit from the mandatory consumer-protection rules of your country of habitual residence (Article 6 of Regulation (EC) 593/2008 - Rome I); nothing in this section deprives you of that protection.

21.3. Jurisdiction (Business Users). For disputes between us and a Business User, the courts of Vilnius, Republic of Lithuania, have exclusive jurisdiction. The parties may agree in an Order Form to refer disputes to confidential arbitration under the rules of the Republic of Lithuania,

seated in Vilnius, in Lithuanian; where so agreed, that arbitration is the exclusive forum subject to the carve-outs for injunctive relief and IP disputes.

21.4. Jurisdiction (Consumers). For disputes with Consumers, jurisdiction is determined under Articles 17–19 of Regulation (EU) 1215/2012 (Brussels *Ibis*); a Consumer may bring proceedings in the courts of their country of habitual residence or in the Lithuanian courts; we may bring proceedings only in the courts of the Consumer's country of habitual residence.

22. Changes to this Agreement

How updates take effect, and what we tell you.

22.1. Routine updates. We may update this Agreement, the relevant App Schedule, the Privacy Policy from time to time, for example to reflect new features, regulatory change or operational change.

22.2. Material changes. Where a change is material and adverse to you, we will give reasonable advance notice (at least thirty (30) days unless a shorter period is required by law) by in-App notice and, where we have your email address, by email. If you do not agree, you may terminate the affected Subscription without penalty before the change takes effect, with a pro-rata refund of pre-paid Subscription Fees attributable to the unused portion.

22.3. Non-material changes (typographical fixes, clarifications, contact details, sub-processor list updates) take effect on posting.

22.4. App-specific updates. An App Schedule may be amended independently of these Terms. A material adverse change to an App Schedule triggers the same notice and termination rights as a change to these Terms, but only in respect of the App to which the App Schedule applies.

22.5. Versioning. Each version of this Agreement and each App Schedule is dated and archived. The version in force at the time of the relevant use governs that use.

23. General

Severability, assignment, force majeure, notices, language.

23.1. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision is replaced by a valid provision that most closely reflects the parties' intent, consistent with mandatory law.

23.2. Assignment. You may not assign or transfer this Agreement or your account without our prior written consent. We may assign this Agreement in connection with a merger, acquisition, reorganisation, sale of assets or by operation of law, provided the assignee assumes the obligations and your statutory rights are preserved.

23.3. Force majeure. Neither party is liable for failure or delay caused by events beyond its reasonable control (war, civil unrest, natural disaster, pandemic, governmental action, internet or major third-party-platform failure including the Apple App Store), provided notice is given and reasonable mitigation is attempted.

23.4. No waiver. Failure or delay in enforcing any right does not waive that right. A waiver is effective only in writing and signed by us.

23.5. Entire agreement. This Agreement (with the relevant App Schedule, the Apple-Required Terms in section 24, the Privacy Policy and any signed Order Form) constitutes the entire agreement between you and ML Consulting in respect of each App and supersedes all prior or contemporaneous communications, save for any pre-contractual statements that cannot be excluded under mandatory law.

23.6. Notices. Notices to ML Consulting must be sent to support@mlconsulting.it and, where required by law, by registered post to our registered address. Notices to you are sent in-App, by email to the address associated with your account, or by postal mail where reasonably required.

23.7. Language. This Agreement is concluded in English. Translations may be provided for convenience; in case of discrepancy, the English version prevails, save where mandatory consumer law of your country of habitual residence requires otherwise.

23.8. Headings. Headings are for convenience only and do not affect interpretation.

23.9. No agency. Nothing in this Agreement creates any agency, partnership, joint venture or employment relationship between us.

24. Apple-Required Terms

Apple's standard licensee provisions, applicable because each App is a Licensed Application distributed via the Apple App Store.

The following provisions apply because each App is a "Licensed Application" distributed via the Apple App Store. Apple Inc. and its subsidiaries are third-party beneficiaries of this section and may enforce its terms against you.

24.1. Acknowledgement. This Agreement is concluded between you and ML Consulting only, and not with Apple. ML Consulting, not Apple, is solely responsible for the App and the content thereof.

24.2. Scope of Licence. The licence granted in section 5 is limited to a non-transferable licence to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

24.3. Maintenance and Support. ML Consulting is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

24.4. Warranty. ML Consulting is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be ML Consulting's sole responsibility.

24.5. Product Claims. ML Consulting, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation, including in connection with the App's use of HealthKit and HomeKit (where applicable).

24.6. Intellectual Property Rights. In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, ML Consulting, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual-property-infringement claim.

24.7. Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

24.8. Developer Name and Address. ML Consulting MB, legal entity code 306991112, email support@mlconsulting.lt, is the licensor and the contact point for any user complaint, query or claim with respect to the App.

24.9. Third-Party Terms of Agreement. You must comply with applicable third-party terms of agreement when using the App.

24.10. Third-Party Beneficiary. You and ML Consulting acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms (and any App Schedule that incorporates them), and that, upon your acceptance of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

25. Precedence - Schedules and Order Forms

How conflicts between the Terms, an App Schedule and an Order Form are resolved.

25.1. Order of precedence. In case of conflict between documents forming this Agreement, the order of precedence is:

- (i) the **Apple-Required Terms** in section 24 (in respect of Apple's role and Apple-required clauses);
- (ii) the relevant **Order Form** (in respect of commercial terms specifically agreed between ML Consulting and a Business User for the relevant App and Subscription Term);
- (iii) the relevant **App Schedule** (in respect of App-specific provisions); and
- (iv) these **Terms**.

25.2. Each App Schedule applies only to its App. A reference in an App Schedule to a particular regulatory regime, evidentiary standard, data warranty or liability cap applies only in respect of that App. Cross-App contagion is excluded.

25.3. No silent override. An App Schedule modifies these Terms only where it expressly says so. Where an App Schedule is silent on a matter addressed in these Terms, the Terms apply unmodified to that App.

Version history

- **Version 2.0, effective 9 October 2026.** Renamed from "Master Terms and Conditions" to "Terms and Conditions" and moved to <https://mlconsulting.it/terms-and-conditions> (the previous address redirects); references to the "Master Terms" in App Schedules refer to these Terms. Added Part A (general terms and use of the website) and Part B (Professional Services Terms). The application terms of version 1.0 became Part C without change in substance. Non-material corrections in Part C: the link to the App Schedules in section 2 and in the definition of "App Schedule" now points to <https://mlconsulting.it/apps>; section 17.4 now states that the European Commission's Online Dispute Resolution platform closed on 20 July 2025; the auto-renewal disclosures in section 10.3 are presented as a list; the support email link in section 1.1 was corrected; the "Master DPA" is referred to as the Data Processing Addendum.
- **Version 1.0, effective 6 May 2026.** Original application terms.