iz **IzyShift — BLACKBREAD LTD**

# Terms of Service

Version 1.0 · Effective 7 October 2026 · https://izishift.cc/legal/terms/

These Terms of Service (the **"Terms"**) govern access to and use of IzyShift — the staff scheduling, time and attendance, and payroll-preparation service available at izishift.cc and app.izishift.cc, in the @izyshift_bot Telegram bot and Mini App, at the punch terminal (punch.izishift.cc) and in the IzyShift Android app (together, the **"Service"**).

The Service is provided by **BLACKBREAD LTD**, a private limited company registered in Cyprus under number HE 352187, VAT number CY10352187S, registered office at Agias Zonis 5, 3027 Limassol, Cyprus (**"IzyShift"**, **"we"**, **"us"**).

The Service is a business service. It is offered only to businesses and professionals, not to consumers.

## 1. Who the parties are and how these Terms are accepted

1.1. **Customer.** The **"Customer"** is the business (company, partnership or sole trader) that registers a company workspace in the Service. The person who registers confirms that they are authorised to bind that business.

1.2. **Acceptance.** These Terms are accepted by ticking the acceptance box when registering a company, when starting a paid subscription, or when accepting updated terms in the app. Accepting these Terms also signs the Data Processing Agreement (the **"DPA"**), which forms part of these Terms.

1.3. **Users.** The Customer can invite its owners, administrators, managers and employees (**"Users"**) to its workspace. Users act on behalf of the Customer. Employees do not enter into a contract with us by using the Service. Their personal data is processed for their employer, as explained in our Privacy Policy.

1.4. **Order of precedence.** If these Terms and the DPA conflict on the processing of personal data, the DPA prevails. If a translation and the English version differ, the English version prevails.

## 2. The account

2.1. The Customer must give accurate registration and billing details and keep them up to date.

2.2. Each User must have their own login. Users must keep their password, terminal PIN and login links confidential. The Customer is responsible for all activity in its workspace, including actions by its Users, unless the activity results from our own breach of these Terms.

2.3. The Customer decides who gets which access level (owner, administrator, manager, employee) and must remove access promptly for people who no longer work for it.

2.4. The Customer must tell us without undue delay at the contact address below if it suspects unauthorised access to its workspace.

## 3. The Customer's responsibilities for staff data and lawful use

3.1. **The Customer is the controller of its staff data.** The Customer decides which employees to add and which features to switch on, for example clock-in by geolocation or Wi-Fi, photos and voice messages in shift notes, notifications, punctuality ranking, pay rules and the POS integration. The Customer is responsible for having a lawful basis for that processing under the GDPR and applicable employment law.

3.2. **Informing employees.** Before it adds employees, the Customer must inform them how their data is processed in the Service. It must also consult employee representatives where the law requires it. We provide an employee notice template to help with this. The Customer should adapt the template to its setup.

3.3. **Monitoring features.** Geolocation is captured only at the moment of a clock-in or clock-out, never continuously. Even so, the Customer must assess whether such features are necessary and proportionate. Where required, it must carry out a data protection impact assessment.

3.4. **Payroll and records.** The Service calculates hours and pay from the rules the Customer configures. It is a tool and does not give legal, tax, accounting or employment advice. The Customer remains responsible for:

- checking payroll before paying staff;
- complying with working-time, minimum-wage, record-keeping and tax rules;
- keeping any records the law requires it to keep.

3.5. **What not to enter.** Customers and Users must not enter special categories of personal data in free-text fields, notes or photos, unless the law permits it and it is necessary. Examples include medical diagnoses, religion and trade-union membership. Recording an absence as "sick leave" is allowed. Medical details are not.

3.6. **Age.** The Customer must not create accounts for persons under 16.

## 4. Plans, fees, billing and renewal

4.1. **Plans.** The Service has a free plan and paid plans, priced by the number of active staff and venues. The current plans and prices are published on izishift.cc and in the app. The price that applies is the one shown when the Customer orders or renews.

4.2. **Prices and VAT.** Prices are in euro and exclude VAT. VAT is charged according to the seller's (Cyprus) rules:

- Customers in Cyprus pay Cyprus VAT.
- Business customers in other EU Member States with a valid VAT number are invoiced without VAT under the reverse-charge mechanism (Article 196, Directive 2006/112/EC). VAT numbers are checked in the EU VIES system.
- Customers outside the EU are invoiced outside the scope of EU VAT, unless the law requires otherwise.

EU customers without a valid VAT number cannot pay by card online. They can request an individual invoice.

4.3. **Payment methods.** The Customer can pay:

- by card through our payment provider, Viva Payment Services S.A. Card details are entered on Viva's secure pages and are never received or stored by us; or
- by bank transfer against an invoice. Invoices are payable within 14 days unless the invoice states otherwise.

4.4. **Renewal.** Paid subscriptions run for the chosen period (one month or one year) and renew automatically for the same period until cancelled.

- **Card.** The card is charged when the next period starts. If a charge fails, we retry up to three times within seven days and notify the billing email each time.
- **Bank transfer.** The next invoice is issued about seven days before the period ends.

4.5. **Late or failed payment.** If payment is not received, the subscription is marked overdue ("past due"). Access to the Service continues while it is overdue. We do not lock accounts automatically for a failed payment. We may suspend access to a paid workspace only by a manual decision, and only after:

- at least one reminder; and
- at least 14 days have passed since the payment was due.

Suspension never deletes data. Access is restored when payment is made.

4.6. **Fee changes.** We may change prices with at least 30 days' notice by email or in the app. New prices apply from the Customer's next renewal after the notice period.

4.7. **Invoices.** We issue electronic invoices for every payment and credit notes for every refund. They are sent to the billing email and are available in the app.

## 5. Cancellation and refunds

5.1. The Customer can turn off automatic renewal at any time in Settings → Subscription, or by writing to us. The subscription then runs until the end of the paid period and does not renew.

5.2. When a paid period ends without renewal, access is limited to the subscription screen until the Customer renews. Alternatively, if its active staff fits the free plan, the Customer can ask us to move it to the free plan. Data is kept as described in section 9.

5.3. Refunds are governed by our Refund & Cancellation Policy. The free plan can be used without time limit and without payment details.

## 6. Acceptable use

The Customer and its Users must not:

- use the Service in breach of law, including employment, anti-discrimination and data protection law;
- access or try to access other customers' data or accounts, or probe, scan or test the Service's security without our written permission;
- interfere with the Service, overload it (for example with automated mass requests), or bypass its limits;
- reverse-engineer or copy the Service, except to the extent the law expressly permits;
- upload malware, or content that is unlawful, infringing, or that they have no right to share;
- resell or provide the Service to third parties without our written consent;
- use the Service to send spam or unsolicited messages.

We may suspend access affecting only the activity in question if it poses a security risk, breaches this section or is required by law. We will tell the Customer promptly unless the law prevents it.

## 7. Availability and support

7.1. We provide the Service with reasonable skill and care and make reasonable efforts to keep it available. The Service is otherwise provided "as is" and "as available". We do not guarantee uninterrupted or error-free operation. We have no service-level agreement unless one is agreed in writing.

7.2. We may carry out maintenance and change, improve or remove features. If we remove a material paid feature, we will give reasonable notice. If the removal materially reduces the value of a paid subscription, the Customer may cancel and receive a pro-rata refund of prepaid fees for the unused period.

7.3. Third-party channels and integrations are provided by those third parties under their own terms, and their availability is outside our control. This includes Telegram, Viva, email delivery and the Customer's POS (for example Syrve).

7.4. Support is available by email at info@izishift.cc and through @izyshift_bot, in English or Russian, on Cyprus business days. We aim to respond within two business days but do not guarantee response times.

## 8. Intellectual property and Customer Data

8.1. **Our IP.** We and our licensors own the Service, its software, design and documentation. During the subscription, we grant the Customer and its Users a non-exclusive, non-transferable right to use the Service for the Customer's internal business purposes, in line with these Terms.

8.2. **Customer Data.** The Customer owns the data that it and its Users put into the Service, and the data generated from it for the Customer (**"Customer Data"**). Examples include schedules, punches, timesheets and notes. We process Customer Data only to provide the Service, as set out in the DPA.

8.3. **Statistics.** We may use aggregated, de-identified information about how the Service is used to operate, secure and improve it. Such information never identifies a Customer or an individual.

8.4. **Feedback.** If the Customer gives us suggestions, we may use them without obligation.

## 9. Export, termination and deletion

9.1. **Export.** During the subscription, the Customer can export its data using the built-in exports, such as Excel, PDF and CSV reports and timesheets. On request, we will also provide a full export of Customer Data in a common machine-readable format (such as CSV or XLSX). We provide it free of charge within 30 days of the request.

9.2. **Termination by the Customer.** The Customer may stop using the Service at any time. It can do so by cancelling its subscription, by deleting its company in Settings (owner only), or by writing to us.

9.3. **Termination by us.** We may terminate a Customer's account:

- with 14 days' written notice, if the Customer materially breaches these Terms and does not cure the breach within that period;
- immediately, in case of serious or repeated breach of section 6, or where the law requires it;
- for convenience, with at least 60 days' notice. In that case we refund prepaid fees for the unused period.

9.4. **What happens to the data.** After termination, or after the owner deletes the company:

- (a) the workspace is closed immediately and Users can no longer log in to it;
- (b) we keep Customer Data for **90 days**, so that the Customer can ask us to restore the workspace or to provide an export;
- (c) after that, we permanently delete or anonymise Customer Data in the live system. Encrypted backups roll over and are overwritten within a further 60 days.

Data that we must keep as the controller is not deleted under this section. This includes invoices, payment and tax records, which we keep for the periods set out in our Privacy Policy.

## 10. Confidentiality

Each party will keep confidential the other party's non-public information received in connection with the Service. It will use such information only to perform these Terms. This obligation does not apply to information that is public, was already known to the recipient, or must be disclosed by law.

## 11. Liability

11.1. Nothing in these Terms limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or wilful misconduct;
- any other liability that cannot be limited or excluded by law.

11.2. Subject to clause 11.1, neither party is liable for:

- loss of profits, revenue, business or goodwill;
- indirect or consequential losses;
- loss arising from decisions the Customer takes on the basis of calculations it has not checked.

11.3. Subject to clause 11.1, each party's total liability arising out of or in connection with these Terms and the DPA in any 12-month period is limited to the greater of:

- (a) the fees the Customer paid us for the Service in the 12 months before the event giving rise to the claim; and
- (b) EUR 100.

11.4. We are not responsible for failures caused by events beyond our reasonable control. Examples include outages of hosting, payment or messaging providers, internet failures, natural disasters and acts of authorities.

## 12. Changes to these Terms

We may update these Terms, the DPA or the Privacy Policy. We will give at least **30 days' notice** of material changes by email to the account owner or by a notice in the app. Changes that law or security urgently require may take effect sooner.

If the Customer does not agree to a change, it may cancel before the change takes effect and receive a pro-rata refund of prepaid fees for the unused period. Continued use after the effective date means acceptance. The version and effective date of each document are shown at its top.

## 13. Governing law and courts

These Terms, and any dispute or claim arising out of or in connection with them, are governed by the laws of the **Republic of Cyprus**. The courts of **Limassol, Cyprus** have exclusive jurisdiction.

## 14. General

14.1. **Notices.** We send notices to the account owner's email address or in the app. Notices to us must be sent to info@izishift.cc or by post to our registered office.

14.2. **Assignment.** We may transfer these Terms to an affiliate or to a successor of our business, provided the Customer's rights are not reduced. The Customer may transfer them only with our written consent.

14.3. **Severability and waiver.** If any provision is held invalid, the remainder remains in force. A failure to enforce a right is not a waiver.

14.4. **Entire agreement.** These Terms, the DPA and the policies they refer to are the entire agreement between the parties about the Service. They replace any earlier understandings.

14.5. **No third-party rights.** No one other than the Customer and us has rights under these Terms.

## 15. Contact

BLACKBREAD LTD, Agias Zonis 5, 3027 Limassol, Cyprus. Email: info@izishift.cc.