

# GENERAL TERMS AND CONDITIONS (GTC)

## Malibu Platform

Effective: June 1, 2026

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## 1. Introduction

These General Terms and Conditions (hereinafter: “GTC”) govern the terms of use of the Malibu Platform (hereinafter: “Service” or “Malibu”).

By using Malibu, the User declares that they have read and understood the provisions of these GTC and accept them as binding upon themselves.

Malibu is an online service intended exclusively for business use.

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## 2. Service Provider Information

Company Name: Verdant Future S.R.L.

Registered office:

MUN. ORADEA STR. EPISCOP DR. VASILE COMAN No. 3 Bl. 2 Sc. A+B Ap. B3, Romania

CUI:

51646155

EU VAT:

RO51646155

Company Registration Number:

J2025027702001

Contact email:

[hello@getmalibu.io](mailto:hello@getmalibu.io)

Website:

getmalibu.io

Hereinafter: “Service Provider”.

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## 3. Description of the Service

Malibu is a cloud-based (SaaS) business platform that enables Users, among other things, to:

- create and operate websites;

- connecting custom domains;
- operating online stores;
- selling products and services;
- using appointment scheduling systems;
- managing events, tickets, passes, and memberships;
- creating contact and quote request forms;
- managing marketing campaigns;
- integration of email and SMS communication;
- managing customer data;
- collecting and displaying user reviews;
- storing and publishing media files.

The Service Provider reserves the right to modify, improve, expand, or discontinue the features of the Service.

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## 4. Registration and Account

Registration is required to use the Service.

The User is required to:

- provide accurate information;
- keep their information up to date;
- ensure the security of their account;
- keep their password confidential.

The User is fully responsible for all activities conducted through their account.

The Service Provider is not liable for damages resulting from unauthorized access.

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## 5. Trial Period

Malibu may provide a one-time 30-day trial period.

The trial period:

- does not entail an automatic payment obligation;
- does not automatically convert to a paid subscription upon expiration;
- requires a separate subscription after it expires.

The Service Provider reserves the right to limit or terminate the trial period.

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## 6. Subscription and Billing

Malibu operates on a monthly subscription basis.

The subscription automatically renews at the end of each billing cycle, unless the User cancels it before the cycle expires.

In the event of cancellation:

- the subscription remains active until the end of the period already paid for;
- no partial refund is provided.

The Service Provider reserves the right to provide a refund at its sole discretion.

The Service Provider reserves the right to modify prices.

In the event of a price change, the modification applies exclusively to future billing periods.

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## 7. Payments

Subscriptions are managed through an external payment service provider.

Malibu does not process payment transactions.

Payments are processed by external payment service providers selected by the User or provided by the Service Provider.

The Service Provider assumes no responsibility for errors, outages, or delays in third-party payment systems.

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## 8. External Services

Malibu may use the systems of external service providers in the course of its operations.

These may include, in particular:

- hosting providers;
- email providers;
- SMS providers;
- payment service providers;
- domain providers;
- billing providers.

The Service Provider assumes no liability for errors, outages, or data loss resulting from the operations of these providers.

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## 9. Domain Names

The User is entitled to connect their own domain.

The User is solely responsible for the registration, renewal, and lawful use of the domain.

The Service Provider assumes no liability for:

- expired domains;
  - incorrect DNS configuration;
  - errors by third-party domain service providers;
  - domain ownership disputes.
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## 10. Hosting and File Management

Malibu can be used to store files and media.

Currently supported file formats:

- JPG
- PNG
- WEBP
- MP4
- WEBM

Size limits:

- Images: maximum 5 MB
- videos: maximum 20 MB

The Service Provider reserves the right to modify upload limits at any time.

The User may only upload content for which they have the right to use.

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## 11. Prohibited Use

The use of Malibu is prohibited for the following activities:

- illegal activities;
- content that infringes copyright;

- distribution of malicious software;
- sending spam;
- phishing;
- fraudulent activities;
- pornographic or adult content;
- gambling services;
- cryptocurrency investment schemes;
- MLM schemes;
- sale of CBD products;
- sale of medications;
- provision of financial services;
- hate speech or violent content.

The Service Provider reserves the right, at its sole discretion, to remove such content or suspend the account.

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## **12. Marketing and Communication**

The User may send marketing communications only to recipients whose contact information has been lawfully collected and who have provided appropriate consent.

The User bears full responsibility for:

- their email campaigns;
- their SMS campaigns;
- its automated messages;
- their marketing databases.

The Service Provider is not liable for the content or legality of communications sent by the User.

## **13. Webshop Service**

Malibu provides the opportunity to use webshop features.

The User is entitled to sell products and services provided that they do not violate the law or the prohibitions set forth in these Terms and Conditions.

The User is responsible for:

- the legality of the products and services;
- the accuracy of prices;

- fulfilling tax and invoicing obligations;
- for compliance with consumer protection regulations.

Malibu is not considered a seller; it provides only a technological platform.

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## 14. Payment and Booking Features

Malibu supports the appointment booking system, for which the User may use the following payment methods:

- online credit card payment;
- bank transfer;
- on-site payment.

Payment is always made between the User and their client.

Malibu does not participate in financial transactions and is not classified as a financial service provider.

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## 15. Passes, Tickets, and Memberships

The system allows for:

- one-time ticket sales;
- the management of passes;
- the operation of membership systems.

Season tickets and memberships:

- are not automatically renewed;
- may be time-based or event-based.

The User is responsible for correctly configuring these plans.

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## 16. Stripe Connect integration

Malibu provides Stripe Connect integration.

The User:

- links their own Stripe account to the system;
- completes the Stripe onboarding process independently.

Malibu does not directly handle financial transactions.

Malibu assumes no responsibility for the operation of the Stripe service.

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## 17. User Content and Reviews

Content created by Users, including:

- text;
- images;
- videos;
- reviews;

are the responsibility of the User.

Both the User and the Service Provider are entitled to:

- edit content;
- delete content;
- to archive content.

The Service Provider is entitled to remove infringing content without prior notice.

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## 18. Data Retention and Deletion

Following account termination, the Service Provider may store the data for 60 days.

After that, the data will be:

- be permanently deleted or
- anonymized.

The Service Provider assumes no responsibility for the recovery of deleted data.

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## 19. Data Backup

The Service Provider does not provide an automatic data backup service.

It is the User's responsibility to back up their data for their own purposes.

The Service Provider is not liable for damages resulting from data loss.

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## 20. Account Termination and Suspension

The Service Provider is entitled to immediately suspend or terminate the User's account if:

- the User engages in unlawful activities;
- sends spam;

- commits fraud;
  - they handle prohibited content;
  - the User infringes the rights of third parties.
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## 21. Limitation of Liability

The Service Provider's liability is limited to the fullest extent permitted by law.

The Service Provider's total liability for damages shall not exceed the amount of subscription fees paid by the User in the preceding 12 months.

The Service Provider shall not be liable for:

- for lost profits;
  - data loss;
  - business interruption;
  - indirect damages;
  - for faults in third-party systems.
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## 22. Jurisdiction and Governing Law

These GTC are governed by Romanian law.

In the event of a legal dispute, the parties submit to the competent courts of Oradea, Romania.

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## 23. Force Majeure

The Service Provider shall not be liable for events beyond its control, including:

- server downtime;
  - network failure;
  - hacker attacks;
  - natural disasters;
  - outage of a third-party service.
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## 24. Legal Document Templates

Malibu provides the option to use legal document templates.

The User acknowledges that:

- the templates are solely general samples;
- they do not constitute legal advice;
- the User is responsible for their content and legal compliance;
- the Service Provider assumes no liability for their use.