

# TERMS OF SERVICE

These Terms of Service (“Terms”) govern the access and use of the website [www.worldbusinesspassport.com](http://www.worldbusinesspassport.com) and related services (together, the “Services”) operated by:

- **World Business Passport Online LLC (WBPO)**, incorporated in the Republic of Albania, registered address: Kompleksi "Turquoise Marina" - M13-3/33 Hamallaj, Durrës - 2010, Republic of Albania; and
- **WBP Online GmbH**, incorporated in the Republic of Austria, registration no. FN660608h, registered address: Kärntner Ring 9-11, Ringstraßen, Galerien 137/144, 1010 Wien, Republic of Austria.

Together referred to as “**WBPO/WBP**”, “we,” “us,” or “our.”

By accessing or using our Website, App, or Services, you acknowledge and agree to be bound by these Terms. If you do not agree, you should refrain from using our Services.

## 1 INTRODUCTION

### 1.1 Purpose of the Platform

Our core mission is to provide a global digital platform that enables businesses of all legal forms as well as business associations to register, showcase their services, and connect with other businesses. Access to certain features requires the submission of accurate business information and the payment of the applicable membership or subscription fees for the relevant subscription period.

**Note: Regarding eligibility for membership in World Business Passport Online, wherever the term business is used, it shall apply mutatis mutandis to business associations as well.**

### 1.2 Responsibility for Submitted Information

All information published on our platform is submitted directly by the businesses themselves. WBPO/WBP does not independently verify the accuracy, completeness, or reliability of such submissions.

Accordingly:

- WBPO/WBP assumes **no liability** for errors, omissions, or misrepresentations in business information.
- WBPO/WBP expressly disclaims liability for any unlawful or criminal activities carried out by businesses through the platform, including but not limited to violations of intellectual property rights, data misuse, or breaches of applicable national or international laws.

### 1.3 Ownership of the Platform

WBPO/WBP is the sole owner and operator of the Website, the associated mobile application, and any additional products, features, or services developed and launched as part of our business operations.

### 1.4 Binding Documents

By accessing or using our Website, App, or Services, you agree to be bound not only by these Terms but also by our [Privacy Policy](#) and [Cookies Policy](#), which form an integral part of the legal framework governing your use of the Services. We strongly encourage all users to read these documents carefully and retain a copy for their records.

### 1.5 Amendments

WBPO/WBP reserves the right to amend or update these Terms at any time. Any changes will take effect immediately upon being published on the Website. Continued use of the Services after such publication constitutes acceptance of the updated Terms.

## 2 EU DIGITAL SERVICE ACT (DSA) COMPLIANCE STATEMENT

World Business Passport Online (WBPO) and WBP Online GmbH are committed to full compliance with the EU Digital Services Act (Regulation (EU) 2022/2065). This statement summarizes the key measures implemented to ensure transparency, accountability, and user protection on our platforms.

### 2.1 Point of Contact

In accordance with Articles 11 and 13 of the EU Digital Services Act (DSA), WBPO/WBP designates the following as its single point of contact for EU authorities and users:

Compliance Contact: [compliance@worldbusinesspassport.com](mailto:compliance@worldbusinesspassport.com)

Postal Address: **World Business Passport Online LLC (WBPO)**, incorporated in the Republic of Albania, registered address: “Durrës” Street, Shamo Building, Apartment 8/1 No.1, Level No.2, Floor 9, Municipal Unit No.10, Tirana, Republic of Albania;

Postal Address: **WBP Online GmbH**, Kärntner Ring 9-11, Ringstraßen Galerien 137/144, 1010 Wien, Austria

This contact may be used by supervisory authorities, users, and other third parties for all matters arising under the DSA.

## 2.2 Notice and Action Mechanism

In compliance with Article 16 DSA, WBPO/WBP provides a user-friendly online form and dedicated email address [enquiries@worldbusinesspassport.com](mailto:enquiries@worldbusinesspassport.com) for reporting unlawful or non-compliant content. All notices will be reviewed diligently, and actions will be taken without undue delay. For further information, please read Annex 1 of the Terms of Service.

## 2.3 Statement of Reasons

Whenever WBPO/WBP removes, disables, or restricts content, the affected user will receive a statement of reasons in accordance with Article 17 DSA. This notification will specify:

- The specific reasons for the action;
- The provision of the Terms of Service or law that was violated;
- Information on available remedies, including the right to appeal.

## 2.4 Transparency Report

In accordance with Article 15 DSA, WBPO/WBP will publish a Transparency Report at least once per year. This report will include aggregated data on complaints, removals, restrictions, appeals, and cooperation with authorities. Reports will be made available on [www.worldbusinesspassport.com](http://www.worldbusinesspassport.com). For further information, please read Annex 2 of the Terms of Service.

## 2.5 Internal Compliant-Handling System

Users and clients who disagree with content moderation decisions, advertising restrictions, or account suspensions may submit a complaint to WBPO/WBP. Complaints must be submitted within 14 calendar days via [appeals@worldbusinesspassport.com](mailto:appeals@worldbusinesspassport.com). WBPO/WBP will review such complaints promptly, fairly, and objectively and respond within 20 business days. For further information, please read Annex 3 of the Terms of Service.

## 2.6 Out-of-Court Dispute Settlement

If users or clients are not satisfied with the outcome of an internal complaint, they may refer the matter to a certified out-of-court dispute settlement body in accordance with Article 21 DSA. Information on such bodies will be provided upon request.

## 2.7 Advertising Transparency

All advertising and sponsored content on WBPO/WBP platforms will be clearly labelled as 'Sponsored' or equivalent. The identity of the advertiser and the main parameters used for targeting will be disclosed to users, in accordance with Articles 24–26 DSA. For further information, please read Annex 4 of the Terms of Service.

## 3 PERMITTED USE OF OUR WEBSITE & APP

### 3.1 Free Access

Access to our Website and the download of our App is provided free of charge. Users may browse and connect with businesses listed on our platform using the communication channels provided by those businesses, exclusively for lawful purposes related to exploring or engaging with their services and products.

### 3.2 User-to-Business Interactions

Any communication, negotiation, transaction, purchase order, or contract entered between a user, and a listed business is conducted entirely at the discretion and risk of the parties involved. Such interactions are governed by the applicable laws agreed upon between those parties or, failing agreement, by the jurisdiction competent under the nature of their arrangement. WBPO/WBP is **not a party** to these dealings and shall bear **no liability** for any obligations, disputes, losses, damages, or unlawful acts arising from such interactions.

### 3.3 Security Disclaimer

While WBPO/WBP implements commercially reasonable measures and up-to-date technologies to maintain a secure online environment, we cannot guarantee that content available through our website or App will be free from viruses, malware, or other harmful components. Users are responsible for ensuring appropriate security protections (e.g., antivirus software) on their own systems.

### 3.4 Scope of Application of Terms

These Terms apply to:

- *Your access to and use of our platform via the Website or App, including all content made available therein; and*
- *Any contributions you make to our platform or its affiliated digital properties, including but not limited to our official and social media accounts, in the form of comments, posts, reactions, images, text, or any other content you choose to submit or share.*

### 3.5 Acceptable Use Policy

You may use our Website and App solely for **lawful purposes** and in accordance with these Terms of Service. Access and use may be subject to additional restrictions depending on the laws and regulations of your jurisdiction, especially in relation to specific products or services.

### 3.6 Prohibited Uses

You agree **not to use** our website or App in any way that:

- **Violates Laws and Regulations**  
Contravenes any applicable local, national, or international laws or regulations.
- **Engages in Unlawful or Fraudulent Activities**  
Is unlawful, fraudulent, or has any unlawful or fraudulent purpose or effect.
- **Misuses Content**  
Involves knowingly sending, receiving, uploading, downloading, using, or reusing any material (including “Contributions,” as defined in these Terms) that does not comply with these Terms or any other applicable policies.
- **Infringes Intellectual Property Rights**  
Infringes upon or violates the intellectual property rights of WBPO, WBP, or any third party.
- **Sends Unsolicited Communications**  
Involves transmitting or facilitating the sending of unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including spam).
- **Introduces Malicious Software**  
Involves knowingly transmitting, uploading, or introducing any data, content, or material that contains viruses, malware, spyware, adware, keyloggers, or any other harmful code designed to impair, intercept, or unlawfully access systems, data, or personal information.
- **Reproduces or Resells Content Without Authorization**  
Involves reproducing, duplicating, copying, distributing, or reselling any content, material, or service from our website or App without explicit written authorization.
- **Interferes with Infrastructure**  
Involves accessing, interfering with, damaging, or disrupting any part of our technical infrastructure, including servers, databases, or networks, without proper authorization.

You agree **not to use** our website or App in any way that:

- **Violates Laws and Regulations**  
Contravenes any applicable local, national, or international laws or regulations.
- **Engages in Unlawful or Fraudulent Activities**  
Is unlawful, fraudulent, or has any unlawful or fraudulent purpose or effect.
- **Misuses Content**  
Involves knowingly sending, receiving, uploading, downloading, using, or reusing any material (including “Contributions,” as defined in these Terms) that does not comply with these Terms or any other applicable policies.
- **Infringes Intellectual Property Rights**  
Infringes upon or violates the intellectual property rights of WBPO, WBP, or any third party.
- **Sends Unsolicited Communications**  
Involves transmitting or facilitating the sending of unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including spam).
- **Introduces Malicious Software**  
Involves knowingly transmitting, uploading, or introducing any data, content, or

material that contains viruses, malware, spyware, adware, keyloggers, or any other harmful code designed to impair, intercept, or unlawfully access systems, data, or personal information.

- **Reproduces or Resells Content Without Authorization**

Involves reproducing, duplicating, copying, distributing, or reselling any content, material, or service from our website or App without explicit written authorization.

- **Interferes with Infrastructure**

Involves accessing, interfering with, damaging, or disrupting any part of our technical infrastructure, including servers, databases, or networks, without proper authorization.

### 3.7 Age Restriction

You must be at least **18 years old** to use our Services. If you are under 18, you are not permitted to register, access, or use the Services in any way.

### 3.8 Consequences of Breach

Any breach of this Acceptable Use Policy may result in:

- Immediate suspension or permanent termination of your access to the Website, App, or Services;
- Removal of offending content;
- Reporting to law enforcement or regulatory authorities where legally required; and
- Civil or criminal liability under applicable laws.

## 4 USAGE OF OUR WEBSITE & APP BY OUR CLIENTS

### 4.1 Eligibility

The Services are available exclusively to **businesses of all legal forms**, including corporate entities, partnerships, and sole practitioners operating under their personal names (such as attorneys, accountants, doctors, or similar professionals). Consumers acting in a purely private capacity are not eligible to register as clients.

### 4.2 Proof of Registration

We reserve the right, at our discretion, to request proof that a client is a duly registered business in its jurisdiction (e.g., business license, trade registry extract, or professional license). Failure to provide such proof may result in denial, suspension, or termination of access to the Services.

### 4.3 Client Registration & Access

Each client will receive detailed instructions for completing the registration process on our platform, including secure login credentials. Clients are responsible for safeguarding their passwords and ensuring that only authorized representatives access their account.

### 4.4 Data Submission and Updates

Clients may provide business information for publication on the platform either by:

- *Directly uploading the information themselves; or*
- *Authorizing WBPO/WBP to upload the information on their behalf.*

In either case, the client remains solely responsible for ensuring that all submitted data is accurate, complete, and up to date. Upon receiving authorized updates from the client, WBPO/WBP will make reasonable efforts to reflect such changes on the platform within **48 hours**.

### 4.5 Binding Effect of Terms

All clients agree to be bound by these Terms of Service in full, unless otherwise agreed in writing through a specific contract with WBPO/WBP. Any such specific agreement must comply with applicable local, national, and international law and shall prevail over these Terms only where expressly stated.

### 4.6 Prohibited Actions

By accessing or using our website or App, you agree to comply with these Terms of Service and expressly **refrain from engaging in any of the following prohibited activities:**

- **Violation of Terms of Service:** *Engaging in any conduct that breaches these Terms or any other applicable policies of WBPO/WBP.*
- **Imitation or Misuse of Platform:** *Copying, modifying, duplicating, or creating any product, service, or derivative work that imitates, replicates, or mimics the features, design, or functionality of our website or App in a manner that may mislead or confuse users, clients, or third parties.*
- **Disruption of Service:** *Attempting to harm, overload, disable, impair, or otherwise interfere with the functionality, performance, or security of our Website, App, servers, networks, or databases. This includes actions that hinder or prevent other users from effectively accessing or using the platform.*
- **Intellectual Property Infringement:** *Infringing upon or misappropriating any intellectual property rights owned by WBPO/WBP or any third party, including but not limited to copyrights, trademarks, trade secrets, or database rights, as protected under applicable local, national, and international laws.*

- **Unlawful or Fraudulent Activities:** *Using the Website or App to commit, encourage, or facilitate any unlawful, fraudulent, or criminal act prohibited under the laws of any applicable jurisdiction.*
- **Data Scraping or Unauthorized Access:** *Collecting, harvesting, or attempting to extract data from our Website, App, or databases by automated means (including bots, crawlers, or scrapers) without our prior written consent, or attempting to gain unauthorized access to any account, system, or network connected to our Services.*

## 5 USE OF OFFICIAL SOCIAL MEDIA ACCOUNTS

### 5.1 Ownership and Purpose

WBPO/WBP maintains official and verified social media accounts on Facebook, Instagram, X (formerly Twitter), and LinkedIn. These accounts are operated exclusively for business purposes, including but not limited to:

- *Publishing company updates and sponsored posts;*
- *Conducting promotional and marketing activities; and*
- *Engaging with clients, partners, and the broader business community.*

### 5.2 Client Promotions:

WBPO/WBP may, at its sole discretion, use its social media platforms to promote or advertise the products and services of its clients. Such promotions may be provided either free of charge or subject to a promotional fee, under terms determined exclusively by WBPO.

- *WBPO/WBP does not guarantee the performance, accuracy, or legality of any client content promoted on its social media platforms.*
- *Responsibility for such content remains solely with the client that provides it.*

### 5.2 User-Generated Content:

Users who interact with WBPO's social media accounts (including through comments, posts, reactions, images, or other contributions) remain solely responsible for the content they submit. By submitting content, you grant WBPO a non-exclusive, worldwide, royalty-free right to use, display, and, where appropriate, moderate such content in connection with our business purposes.

### 5.3 Moderation Rights:

WBPO reserves the right, at its discretion, to:

- *Monitor all interactions and contributions on its social media accounts;*
- *Remove or hide any user-generated content that violates these Terms, applicable laws, or platform policies;*
- *Block users who repeatedly or seriously breach these rules; and*
- *Disable or limit comments or interactions on any post without prior notice.*

### 5.4 Contributions on Social Media

By posting content on WBPO's official social media accounts — whether through comments, reactions, shared links, or any other form of contribution—you acknowledge that:

- *Contributions are public and may be visible to all users.*
- *WBPO does not claim ownership of your contributions, but by posting them you grant WBPO a **non-exclusive, worldwide, royalty-free license** to use, display, moderate, and share such contributions in connection with its business activities.*
- *WBPO may remove contributions that are unrelated to the topic, violate these Terms, or constitute unsolicited advertising or promotional material.*
- *You remain solely responsible for the legality, accuracy, and consequences of your contributions.*
- *If your contributions violate any laws (including criminal laws or third-party rights), WBPO reserves the right to report the content to competent authorities and notify affected parties.*

To the maximum extent possible, contributions should be accurate, respectful, and legally compliant. Opinions must be expressed fairly and without malicious intent.

By posting content on WBPO's official social media accounts — whether through comments, reactions, shared links, or any other form of contribution—you agree that such contributions are public and non-proprietary. WBPO does not claim ownership of your contributions.

However, we reserve the right to remove any contributions that are unrelated to the post topic, as well as unsolicited advertising or promotional material submitted by users.

### 5.5. Prohibited Content of the Contributions

You must not post contributions on WBPO's social media platforms or other digital spaces that include or promote any of the following:

#### **Unlawful or Deceptive Content**

- *Promotion, encouragement, or facilitation of unlawful activity;*
- *Fraudulent, misleading, or deceptive content;*
- *Impersonation of another person, entity, or misrepresentation of affiliation;*
- *Content that falsely implies endorsement by WBPO or any unauthorized use of our name/logo.*

### **Harmful or Abusive Behavior**

- *Threats, intimidation, or incitement of violence;*
- *Harassment (including sexual harassment) or targeted abusive behavior;*
- *Offensive or abusive language directed at individuals or organizations;*
- *Promotion or depiction of violence, or content likely to cause distress, fear, or anxiety.*

### **Discriminatory or Offensive Material**

- *Content discriminatory on the basis of race, ethnicity, religion, gender, disability, sexual orientation, age, social status, or political beliefs;*
- *Obscene, pornographic, hateful, or inflammatory content;*
- *Defamatory statements against individuals or organizations.*

### **Violations of Legal and Proprietary Rights**

- *Infringement of privacy rights or unauthorized disclosure of personal data;*
- *Unauthorized disclosure of confidential or trade secret information;*
- *Infringement of intellectual property rights, including copyright, trademarks, and database rights.*

### **Unsolicited Commercial Content**

- *Advertising, promotions, or commercial messages without WBPO's prior written approval.*

## **5.6 Legal Liability for Contributions**

- *WBPO/WBPO assumes no legal responsibility for the content or accuracy of any user contributions on its social media platforms or other digital channels.*
- *All contributions are the sole responsibility of the user or entity that created them.*
- *WBPO acts only as a **host provider**, not as the publisher of user contributions.*
- *To the fullest extent permitted by law, WBPO/WBP disclaims liability for any loss, damage, or legal consequences arising from or related to user contributions.*

WBPO/WBP assumes no legal responsibility for the content or accuracy of any user contributions made on our social media platforms or other digital channels. All contributions are the sole responsibility of the individual or entity who created them. Under no circumstances shall

WBPO/WBP be held liable for any loss, damage, or legal consequences arising from or related to such contributions.

### 5.7 Legal Liability for Client Materials

- *WBPO/WBP may, at the request or authorization of a client, post advertising or promotional materials on its website or social media accounts.*
- *The accuracy, completeness, and legality of such materials remain the **sole responsibility of the client**.*
- *WBPO shall not be held liable for any claims, damages, or legal actions arising from client-related content published on its platforms or social media accounts.*
- *Clients agree to indemnify WBPO/WBP against any liability, cost, or damage arising from such content.*

## 6 INTELLECTUAL PROPERTY RIGHTS

### 6.1 WBPO Intellectual Property

WBPO/WBP is the sole and exclusive owner of all intellectual property rights in and to its proprietary products and services, including the Website, the App, and all related digital platforms. These rights extend to all associated content and materials, including but not limited to:

- *Software code, databases, and architecture;*
- *Text, graphics, photographs, audio-visual materials, and designs;*
- *Layout, “look and feel,” trade dress, and user interface elements;*
- *Trademarks, service marks, logos, and brand names.*

These assets are protected by **copyright, trademark, database rights, trade secret law**, and other applicable intellectual property laws and international treaties.

You are strictly prohibited from using, reproducing, modifying, distributing, displaying, or otherwise exploiting any of WBPO/WBP’s intellectual property without prior **written authorization** from WBPO/WBP’s Managing Director. Unauthorized use constitutes infringement, and WBPO/WBP reserves the right to pursue all available legal remedies, including civil and criminal proceedings.

You may use information available on our platform solely for the purpose of engaging with businesses listed thereon. You may also share links to our Website and App on third-party platforms, provided that such platforms do not breach these Terms or harm WBPO/WBP’s reputation, goodwill, or business interests.

## 6.2 Client Intellectual Property

Clients retain ownership of all intellectual property rights in the business information, logos, promotional materials, or other content (“Client Content”) that they submit to the WBPO platform.

By submitting Client Content, each client grants WBPO a **limited, non-exclusive, royalty-free, worldwide license** to:

- *Use, display, store, reproduce, and promote such content on the WBPO Website, App, and official social media channels;*
- *Include such content in WBPO’s marketing, promotional, and business development activities;*
- *Modify or adapt such content where reasonably necessary for formatting, technical integration, or compliance with legal/regulatory requirements.*

This license is granted **for the duration of the client’s subscription period** and continues for a limited period thereafter solely for archival, record-keeping, or compliance purposes.

## 7 CLIENT RESPONSIBILITY FOR PUBLISHED INFORMATION

As outlined in Section 4 of these Terms of Service, each WBPO/WBP client may either post their own business information directly on the platform or authorize WBPO/WBP to publish such information on their behalf. In all cases, the client bears **full and exclusive responsibility** for the accuracy, reliability, and legality of all information they submit or publish through the Website, App, or official WBPO social media accounts.

WBPO/WBP accepts **no legal responsibility or liability**—whether to the client or to any third party—for the accuracy, completeness, legality, or reliability of client-submitted content. All such content is made publicly accessible on the platform, and clients must ensure that it remains truthful, current, and compliant with all applicable laws and regulations, including but not limited to:

- *Intellectual property laws;*
- *Data protection and privacy laws; and*
- *Consumer protection and advertising laws.*

If WBPO/WBP determines, at its sole discretion, that a client has submitted false, misleading, unlawful, or otherwise non-compliant content, WBPO/WBP reserves the right to:

- *Remove or disable access to such content without prior notice;*
- *Suspend or terminate the client’s account in cases of repeated or serious violations;*
- *Notify competent public authorities where legally required; and*

- *Inform affected third parties where appropriate.*

Posting or sharing information on the WBPO/WBP platform shall not, under any circumstances, be interpreted as an endorsement, validation, or guarantee by WBPO/WBP of the content's accuracy, reliability, or legality. This disclaimer also applies to any hyperlinks, references, or third-party materials included in such postings.

WBPO/WBP does not claim ownership of any client content submitted for publication on the platform or social media. However, by submitting such content, the client grants WBPO a **limited, non-exclusive, worldwide, royalty-free license** to use, host, reproduce, display, and distribute the content solely for operational, marketing, and promotional purposes in connection with the WBPO platform and services, and strictly in accordance with these Terms of Service. This license remains valid for the duration of the client's subscription and may continue for a limited period thereafter as necessary for archival, compliance, or legal purposes.

### 7.1 Indemnification

Each client agrees to **indemnify, defend, and hold harmless** WBPO LLC, WBP Online GmbH, their directors, officers, employees, and affiliates from and against any and all claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable legal fees and court costs) arising out of or in connection with:

- *Any content, information, or materials submitted, published, or authorized for publication by the client on the WBPO/WBP platform, App, or official social media accounts;*
- *Any allegation that such content is inaccurate, misleading, unlawful, defamatory, fraudulent, or infringes upon the intellectual property, privacy, confidentiality, or other rights of any third party;*
- *Any breach by the client of these Terms of Service or of applicable local, national, or international laws and regulations;*
- *Any misuse of the Website, App, or Services by the client or by a third party using the client's account or login credentials, whether with or without the client's knowledge or consent.*

WBPO/WBP reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the client. In such cases, the client agrees to fully cooperate with WBPO in asserting any available defenses.

## 8 WBPO/WBP's LEGAL LIABILITY

WBPO/WBP shall be held legally liable in accordance with the applicable laws of the Republic of Albania, the Republic of Austria, and, where relevant, European Union law.

## 8.1 Non-Excludable Liability

Nothing in these Terms excludes or limits WBPO/WBP's liability in the following circumstances:

- *Death or personal injury caused by WBPO/WBP's negligence;*
- *Fraud or fraudulent misrepresentation;*
- *Willful misconduct or gross negligence;*
- *Any liability that cannot be excluded or limited under applicable law.*

## 8.2 Exclusion of Liability

To the maximum extent permitted by law, WBPO/WBP shall not be liable for:

- *Any indirect, incidental, punitive, or consequential damages, including loss of profits, revenue, data, goodwill, or business opportunities;*
- *Any damages or losses arising from user-to-business interactions conducted through the platform;*
- *Any reliance placed on client-submitted content, which remains solely the responsibility of the client;*
- *Temporary interruptions, errors, or delays in the availability of the Website or App;*
- *Content posted by users or clients on WBPO/WBP's social media accounts or other digital spaces.*

## 8.3 Limitation of Liability

Except where liability cannot be excluded under Section 9.1, WBPO/WBP's total aggregate liability to any client or user, whether arising in contract, tort, or otherwise, shall not exceed the total amount of fees paid by the client to WBPO/WBP during the twelve (12) months immediately preceding the event giving rise to the claim.

# 9 ADVERTISING

## 9.1 Advertising Opportunities

WBPO offers advertising opportunities on its online platforms exclusively to registered clients, subject to the terms of the specific subscription package selected and any applicable promotional agreements.

## 9.2 No Endorsement

The presence of an advertisement on any WBPO platform shall not be interpreted as an endorsement, validation, or guarantee by WBPO of the advertised content, products, or services.

### 9.3 Responsibility of Advertisers:

All advertisements are created and provided by the client. The advertiser is solely responsible for ensuring that their advertising content is:

- *Accurate, complete, and not misleading;*
- *Compliant with all applicable local, national, and international laws and regulations, including advertising standards, consumer protection rules, and data protection obligations.*

WBPO/WBP accepts no legal responsibility or liability for the accuracy, completeness, legality, or reliability of any advertisement published on its Website, App, or affiliated digital platforms.

### 9.4 Removal of Advertisements:

WBPO/WBP reserves the right, at its sole discretion, to remove or disable any advertisement without prior notice if it:

- *Is reported by users, clients, or third parties as inaccurate, misleading, unlawful, or otherwise inappropriate; or*
- *Is deemed by WBPO/WBP to harm its reputation, business interests, or compliance obligations.*
- *In such cases, no refunds or compensation shall be provided to the advertiser.*

### 9.5 User–Advertiser Interactions:

Any interaction, transaction, or dispute between an advertiser and a user or third party is the sole responsibility of the parties involved. WBPO shall not be a party to, nor bear any liability for, such dealings.

### 9.6 Cooperation with Authorities:

WBPO/WBP will fully cooperate with any lawful request, investigation, or inquiry from competent public authorities concerning the content, origin, or placement of a specific advertisement.

### 9.7 Promotions & Sponsored Content:

In addition to standard advertising opportunities, WBPO may, at its discretion, offer clients the ability to promote their products and services through sponsored content, including but not limited to:

- *Featured posts on WBPO/WBP's Website or App;*

- *Mentions or highlights in WBPO/WBP newsletters or email campaigns;*
- *Sponsored posts or paid promotions on WBPO/WBP's verified social media accounts.*

Sponsored content will always be clearly identified as such in compliance with applicable advertising and consumer protection laws. Clients remain solely responsible for the legality, accuracy, and compliance of any materials submitted for promotional use. WBPO/WBP assumes no liability for sponsored content and reserves the right to refuse or withdraw such content at any time.

## 10 APPLICABLE LAW, JURISDICTION & DISPUTE RESOLUTION

### 10.1 Governing Law for WBPO LLC (Albania):

For clients contracting with **World Business Passport Online LLC (WBPO)**, incorporated in the Republic of Albania, these Terms of Service shall be governed and interpreted exclusively in accordance with the laws of the **Republic of Albania**. Any dispute, controversy, or legal claim arising from or related to these Terms, or any matter involving WBPO, shall fall under the exclusive jurisdiction of the competent courts and authorities located in **Tirana, Albania**, subject to the dispute resolution process outlined below.

### 10.2 Governing Law for WBP Online GmbH (Austria):

For clients contracting with **WBP Online GmbH**, incorporated in the Republic of Austria, these Terms of Service shall be governed and interpreted exclusively in accordance with the laws of the **Republic of Austria**. Any dispute, controversy, or legal claim arising from or related to these Terms, or any matter involving WBP Online GmbH, shall fall under the exclusive jurisdiction of the competent courts and authorities located in **Vienna, Austria**, subject to the dispute resolution process outlined below.

### 10.3 Mandatory Consumer Protections (if applicable):

Nothing in this section shall deprive clients who qualify as consumers under applicable law of the protection afforded to them by mandatory consumer protection provisions of their country of residence.

### 10.4 Dispute Resolution – Mediation and Arbitration:

Before initiating any court proceedings, the parties agree to first attempt to resolve any dispute arising under these Terms through **good faith negotiation and mediation**. If mediation fails to resolve the dispute within **30 days**, the matter shall be finally settled by **binding arbitration** under the following rules:

- *For disputes involving WBPO LLC, arbitration shall be conducted in **Tirana, Albania**, in accordance with the rules of the **Albanian Arbitration Centre** (or a comparable institution if unavailable).*
- *For disputes involving WBP Online GmbH, arbitration shall be conducted in **Vienna, Austria**, in accordance with the rules of the **Vienna International Arbitral Centre (VIAC)**.*
- *The language of arbitration shall be **English**, unless otherwise agreed by the parties.*
- *The arbitral award shall be final and binding on both parties.*

### 10.5 Severability:

If any provision of these Terms of Service is found to be unlawful, unenforceable, or invalid under applicable law, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

## 11 INDEMNIFICATION

You agree to fully indemnify, defend, and hold harmless **World Business Passport Online LLC (WBPO)**, **WBP Online GmbH**, their directors, officers, employees, and affiliates (together, the “WBPO Group”) from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses (including reasonable legal and attorney’s fees) arising out of or in connection with:

- *Your use of the Website, App, or Services in violation of these Terms of Service;*
- *Any content, information, or material you submit, publish, or authorize for publication through the platform or WBPO’s social media accounts;*
- *Any breach of applicable laws or regulations by you or your business;*
- *Any infringement of intellectual property, confidentiality, privacy, or other rights of third parties caused by your actions or submissions;*
- *Any misuse of WBPO/WBP’s name, brand, or services.*

This indemnification obligation applies to both direct damages and indirect losses, including reputational harm and lost profits suffered by WBPO/WBP because of your actions.

WBPO/WBP reserves the right, at its sole discretion and expense, to assume the exclusive defense and control of any claim subject to indemnification. In such cases, you agree to fully cooperate with WBPO/WBP in asserting available defenses and mitigating potential damages.

## 12 COMPLAINTS

### 12.1 How to Submit a Complaint:

If you have any complaints regarding our services, advertisements, or the conduct of our clients, please contact us at [enquiries@worldbusinesspassport.com](mailto:enquiries@worldbusinesspassport.com). This address is also available for reporting concerns about user-generated content on our interactive platforms, including our Website, App, and official social media accounts.

### 12.2 Information Required:

To enable us to process your complaint effectively, you should provide:

- *A clear description of the issue or content in question;*
- *Any supporting evidence, if available; and*
- *Your identity and contact information were necessary to follow up on the matter. If anonymous resolution is not possible, we may require identity verification to proceed with your complaint.*

### 12.3 Review and Response:

WBPO/WBP will review all complaints diligently and in good faith. We will acknowledge receipt, investigate the issue, and respond as promptly as reasonably possible, considering the nature and seriousness of the complaint.

### 12.4 Our Responsibility:

WBPO/WBP is not legally responsible for user-generated content that violates these Terms of Service, as such content remains the sole responsibility of the individual or entity who posted it. However, we are committed to addressing substantiated complaints. Where contributions are found to breach these Terms or applicable law, they will be removed or disabled without undue delay.

### 12.5 Escalation:

In cases where a complaint raises potential legal or regulatory issues, WBPO/WBP reserves the right to notify or cooperate with competent public authorities and, where necessary, affected third parties.

## Annex I – Notice & Takedown Procedure

**Last updated: 15.09.2025**

This Notice & Takedown Procedure forms an integral part of the WBPO/WBP Terms of Service. It explains how individuals, clients, and third parties can report unlawful, harmful, or otherwise non-compliant content appearing on WBPO's platforms (including the Website, App, or official WBPO social media accounts).

### 1 Submitting a Notice

To report content, please email [enquiries@worldbusinesspassport.com](mailto:enquiries@worldbusinesspassport.com) with the subject line: **"Notice & Takedown Request."**

Your notice should include the following information:

- A clear description of the content in question (e.g., link/URL, screenshot, date/time).
- The reason you believe the content is unlawful, harmful, or violates our Terms of Service.
- Any supporting evidence, if available.
- Your full name and contact details (anonymous complaints may be considered, but identity may be required for follow-up).

### 2 Acknowledgement

WBPO/WBP will acknowledge receipt of your notice within a reasonable timeframe and may request additional information if needed to properly assess the issue.

### 3 Review of the Notice

- All complaints will be reviewed diligently and in good faith by WBPO/WBP.
- If the content is found to violate our Terms of Service or applicable law, WBPO/WBP will take appropriate action without undue delay.
- Possible actions include:
  - Removal or disabling of the content;
  - Suspension or termination of the client/user account;
  - Notification of competent public authorities;
  - Notification of affected third parties.

### 4 Outcome Notification

The complainant will be informed of the outcome of their notice (e.g., whether the content has been removed, modified, or retained).

## 5 Appeals

If you are the content provider and believe that your content was wrongly removed or restricted, you may appeal by emailing [appeals@worldbusinesspassport.com](mailto:appeals@worldbusinesspassport.com) within **14 calendar days** of receiving our removal notice. WBPO/WBP will review appeals promptly, fairly, and in good faith.

## 6 Escalation to Authorities

If the matter involves potential criminal, regulatory, or other serious violations, WBPO/WBP reserves the right to escalate the complaint to the competent authorities (e.g., data protection authorities, consumer protection agencies, or law enforcement).

## 7 Abuse of Process

Notices submitted in bad faith, with false or misleading information, or with the intent to harass may result in refusal of the request and, where appropriate, legal action against the notifier.

# Annex II – Content Moderation & Transparency Report

**Last updated:** 15.09.2025

This Annex sets out WBPO/WBP's framework for publishing regular transparency reports regarding content moderation activities on our Website, App, and official social media accounts. It forms part of our Terms of Service and demonstrates our commitment to accountability, user protection, and compliance with applicable laws, including the **EU Digital Services Act (DSA)**.

## 1. Scope of the Report

The Transparency Report covers:

- Complaints received via the **Notice & Takedown Procedure** (Annex I);
- Content removed, restricted, or disabled by WBPO/WBP;
- Appeals submitted by users or clients;
- Outcomes of such appeals;
- Cooperation with authorities in relation to unlawful content.

## 2. Key Metrics

Each report will include at least the following figures for the reporting period:

- **Number of complaints received**, broken down by category (e.g., intellectual property, unlawful content, misleading advertising, offensive material).

- **Number of complaints actioned**, including removals, restrictions, or account suspensions.
- **Average time taken** to review and act on complaints.
- **Number of appeals received** and their outcomes (e.g., reinstated content vs. decision upheld).
- **Content removed proactively** by WBPO/WBP without external complaint (e.g., automated moderation, internal monitoring).
- **Requests from public authorities** (law enforcement or regulators) and the corresponding actions taken.

### 3. Frequency of Publication

WBPO/WBP will publish a **Transparency Report at least once per year**. Depending on regulatory obligations or internal policy, we may publish more frequent updates (e.g., quarterly).

### 4. Publication

The Transparency Report will be:

- Made available on the official WBPO website at [www.worldbusinesspassport.com](http://www.worldbusinesspassport.com);
- Provided to regulators or supervisory authorities upon request;
- Communicated transparently to clients and stakeholders.

### 5. Protection of Confidentiality

Reports will present aggregated data only. WBPO/WBP will not disclose personal data or confidential business information of clients, users, or third parties unless legally required.

## Annex III – Content Moderation Workflow & User Notification System

**Last updated: 09.01.2025**

This Annex sets out WBPO/WBP's procedures for handling reports of unlawful content and issuing statements of reasons when content is removed or restricted, in compliance with Articles 16–17 of the Digital Services Act (DSA).

### 1. Moderation Workflow

#### Step 1 – Report Submission

- Users, clients, or third parties may report content through:
  - The **“Report Abuse / Illegal Content”** button available next to each business profile or post.

- The online **Notice & Action Form** is available at [www.worldbusinesspassport.com/report](http://www.worldbusinesspassport.com/report).
- Email to **enquiries@worldbusinesspassport.com** with subject “Notice & Takedown Request.”

Reports must include:

- Link/URL to the content.
- Reason for illegality or Terms breach.
- Supporting evidence (if available).
- Contact details (unless submitting anonymously).

### **Step 2 – Acknowledgement**

- WBPO/WBP will **acknowledge receipt** of the notice within a reasonable timeframe.
- A reference number will be assigned for tracking.

### **Step 3 – Review & Assessment**

- Content moderation team will review each report diligently and in good faith.
- Review includes:
  - Verification of the report.
  - Assessment under WBPO/WBP’s **Terms of Service** and applicable law.
  - Consultation with legal/compliance staff if required.

### **Step 4 – Decision**

Possible actions include:

- **No Action** – if report is unfounded.
- **Content Restriction** – content visibility limited.
- **Content Removal** – content deleted.
- **Account Suspension/Termination** – in case of repeated or serious violations.
- **Referral to Authorities** – where legally required.

### **Step 5 – Notification**

- Both the **reporting party** and the **affected content provider** will be notified of the outcome.

## User Notification System (Statement of Reasons)

Whenever WBPO/WBP removes, restricts, or disables access to content, the content provider will receive a **Statement of Reasons** that includes:

1. **Specific reasons** for the action taken.
2. The **legal or Terms of Service basis** for the action.
3. **Description of the moderation measure** (e.g., removal, restriction, suspension).
4. **Information on available remedies**, including:
  - Right to file an **appeal** within 14 days via [appeals@worldbusinesspassport.com](mailto:appeals@worldbusinesspassport.com).
  - Option to escalate to an **out-of-court dispute settlement body** under Article 21 DSA.

### 1. Appeals Process

- Users may appeal moderation decisions within **14 calendar days** of notification.
- Appeals are reviewed by a **different staff member** than the one who made the initial decision.
- Outcomes may include:
  - Reinstatement of content.
  - Confirmation of removal/restriction.
- Users will be informed of the appeal outcome in writing.

### 2. Record-Keeping

- WBPO/WBP will maintain records of:
  - All notices received.
  - Actions taken and reasons.
  - Copies of user notifications.
  - Appeals and their outcomes.
- These records will inform the annual **Transparency Report** (Annex II).

## Annex IV – Advertising Transparency

WBPO/WBP is committed to full compliance with the transparency obligations for online advertising set out in Articles 24–26 of the EU Digital Services Act (DSA).

### 1. Identification of Advertising

All advertisements, sponsored content, and promoted listings displayed on the WBPO/WBP platform will be clearly and prominently labeled as “Sponsored” or an equivalent term.

Advertising will be visually distinguishable from organic business listings or user-generated content.

### 2. Disclosure of Advertiser Identity

For every advertisement, WBPO/WBP will make available the identity of the advertiser or the person/entity on whose behalf the advertisement is displayed.

This information will be displayed in a clear and accessible format, either directly alongside the advertisement or through an easily accessible link.

### 3. Explanation of Targeting Parameters

WBPO/WBP will provide users with meaningful information about the main parameters used to determine why a particular advertisement was shown to them.

This includes disclosure of whether the ad was targeted based on:

- The user’s profile (e.g., business sector, location, subscription level);
- Contextual information (e.g., keywords or search terms);
- General platform-wide promotions.

WBPO/WBP will not use sensitive categories (such as political opinions, religious beliefs, health data) for ad targeting, in line with the DSA.

### 4. Advertising Repository (if applicable)

Where WBPO/WBP deploys systematically promoted listings or targeted advertising campaigns, an ad repository may be maintained and made available for inspection.

This repository will contain aggregated information about advertisements, including:

- Identity of advertisers;
- Duration of ad campaigns;
- Targeting criteria used.

## 5. Responsibility of Advertisers

All advertisers are solely responsible for ensuring their content is accurate, lawful, and compliant with applicable advertising, consumer protection, and data protection laws.

WBPO/WBP reserves the right to remove or disable advertising content that violates these rules, user rights, or applicable law, without refund or compensation.