

Terms of Business

For Partners

1. Introduction

- 1.1. These Terms of Business (hereinafter referred to as the “Terms of Business”) shall govern the business relationship between the Company and any person applying for provision of or providing to the Company the services as defined in Clause 3 of these Terms of Business (hereinafter referred to as the “Partner”). The Company and the Partner hereinafter each individually is referred to as the “Party” and collectively – the “Parties”.
- 1.2. The Company: CFSC Limited, a limited liability company incorporated under the Companies Law, Cap. 113 of the Republic of Cyprus and registered under registration number HE 378893 with registered address at 25 Michalakopoulou, office 202 Nicosia, 1075, Cyprus.

2. Agreement

- 2.1. In order to initiate provision of the services to the Company as defined in Clause 3 of these Terms of Business (hereinafter referred to as the “Services”), the Partner shall submit an online application in accordance with Clause 7 of these Terms of Business (hereinafter referred to as the “Online Application”), accept these Terms of Business, the Company’s Fees and other additional conditions and provisions and submit requested supporting documentation for verification of the data provided in the Online Application.
- 2.2. These Terms of Business, the Fees, Partner’s Online Application for provision of the Services and other additional conditions and provisions shall constitute the Agreement between the Company and the Partner (hereinafter referred to as the “Agreement”). The Agreement shall be considered concluded at the moment the Partner Acceptance Confirmation letter is issued by the Company to the Partner. The Company shall be entitled to reject Partner’s Online Application at its own discretion for any reason without the obligation to provide any explanations; the Partner shall be notified thereon in writing.

- 2.3. By submitting the Online Application, the Partner acknowledges and confirms that the Partner has previously received, read carefully and fully understands and agrees to be bound by and comply with these Terms of Business, the Fees and other additional conditions and provisions in force. The Company shall establish a relationship and continue mutual cooperation with the Partner on the basis that these Terms of Business, the Fees and all additional conditions and provisions notified to the Partner form a single agreement between the Parties, and the Parties would not otherwise establish any relationship or continue mutual cooperation.
- 2.4. From time to time the Company is entitled to unilaterally adopt and notify the Partner of additional conditions and provisions applicable to Partner's business relationship with the Company, which shall form an integral part of the Agreement unless rejected by the Partner within the time frame specified by the Company in its respective notification.
- 2.5. Valid versions of these Terms of Business, the applicable Fees and other additional conditions and provisions governing the business relationship between the Company and the Partner shall be made available to the Partner via the Online Facility.
- 2.6. The Agreement shall supersede any previous agreements between the Company and the Partner on the same subject matter hereof.
- 2.7. The Partner acknowledges that the Partner has not relied on or been induced to enter into the Agreement by any representations other than those expressly set out in the Agreement.
- 2.8. Any reference to the Party includes a reference to its duly authorised representatives or delegates and permitted assignees, unless the context otherwise requires.
- 2.9. The headings of the Clauses to these Terms of Business are for convenience purposes only and will not affect the construction or interpretation of the Agreement.
- 2.10. Save to the extent that the context or the express provisions otherwise require, in the Agreement:

- words importing any gender include all other genders;
- words importing the singular number only include the plural number and vice versa;
- words which import the whole are to be treated as including reference to any part of the whole;
- words importing individuals include legal persons and vice versa;
- references to the Agreement or to any other document are to be construed as reference to the Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- reference to any statute or statutory provision (including any subsidiary legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subsidiary legislation made under the relevant statute or statutory provision;
- any phrase introduced by the words “including”, “include”, “in particular” or any similar expression is to be construed as illustrative only and will not be construed as limiting the generality of any preceding words.

2.11. The Partner is obliged to ensure that all information provided to the Company is accurate and up to date. The Partner must inform the Company of any change in information, data or documentation previously submitted to the Company (identification data, contact details, legal representatives, etc.) within 5 days of any such change takes effect.

3. Partner's Services

3.1. The Partner shall provide to the Company marketing and promotional services consisting of publication of information regarding the Company and/or any of its clients, promoting the technological solutions of the Company and/or any of its clients online via the Partner's website(s) or other internet-based resources in accordance with creative materials, prepared, provided and/or approved by the Company (including all graphic, non-graphic, visual, textual elements, applications, logos, banners, promo links, trade names, trademarks, including,

without limitation any promotional marketing giveaways, or any combinations of the aforesaid, or any similar identifying material provided to the Partner for the purpose of the Agreement; hereinafter referred to as the “Promotional Materials”).

3.2. The Services provided by the Partner shall be limited by the following provisions:

- in providing the Services the Partner is entitled to use only such information that shall be indicated in the Promotional Materials;
- the Partner shall not engage directly in the provision of the services of the Company or any of its clients, or make any representations with respect to its ability to provide the said services on behalf of the Company or its clients;
- the Partner shall not present or position itself as an employee, a subsidiary or an agent of the Company or its clients;
- the Partner shall conduct its activities pursuant to the Agreement only in the territories and jurisdictions approved and agreed to by the Company.

3.3. The Company shall provide the Partner with the relevant Promotional Materials, requirements for functionalities relating to the Partner’s website(s) and other communication resources and any amendments and supplements to the aforesaid in a due manner. The Company shall be entitled to conduct checks on the Partner’s website(s), communication materials and other resources at any time, and the Partner is obliged to provide to the Company with any requested data and information and access rights to its website(s) and resources to ensure that the Services comply with the requirements of the Agreement.

3.4. The Partner shall not make any alterations to the Promotional Materials without the Company’s prior written consent or use the Promotional Materials for any purposes other than provision of the Services in line with the Agreement.

3.5. The rights granted to the Partner hereunder by the Company are not exclusive in any manner, and nothing herein shall limit, prevent or preclude the Company from entering into any agreements with any other person on the subject matter hereof and/or from marketing or promotion activities as specified in Clause 3.1 of these Terms of Business by itself.

3.6. Subject to the terms and conditions of the Agreement, the Company hereby grants to the Partner and the Partner hereby obtains from the Company a royalty-free, non-exclusive, personal, non-transferable, non-assignable and non-sub-licensable limited license for the term of the Agreement, to use the Promotional Materials for purposes of provision the Services in accordance with the Agreement. Any and all rights not granted under the Agreement to the Partner in the Promotional Materials (if any) or any of its component are expressly reserved by the Company.

3.7. The Partner acknowledges and agrees that:

- it will use the Promotional Materials only as permitted hereunder;
- its use of the Promotional Materials and provision of the Services contemplated by the Agreement will be subject to Company's policies, procedures and special guidance. Upon request by the Company, the Partner shall immediately cease its marketing or promotional activities, use of the Promotional Material and remove any publication referring to the same;
- nothing in the Agreement shall confer in the Partner any right of ownership in the information or the technological solutions of the Company and/or any of its clients, or the Promotional Materials, and all use thereof by the Partner shall be for the sole benefit of the Company;
- the Partner shall never attempt to register or apply for any intellectual property rights, patents, trademarks, copyrights in respect of the Promotional Materials or any of its components or any data, information, brands, logos, names, trade names, domain names or any other data or information contained in the Promotional Materials;
- the Partner shall monitor and comply with all laws and regulations in regard to marketing and promotion activities applicable in each territory where the Partner provides the Services. The Partner shall be solely responsible for any non-compliance with the aforesaid;
- the Partner is not entitled to change or modify the information regarding the Company and/or any of its clients or the technological solutions of the Company and/or any of its clients, or the Promotional Materials or any piece of data or information contained therein and/or make any use of them beyond the uses permitted under the Agreement. The Company is entitled to unilaterally make any changes and modifications

to the information regarding the Company and/or any of its clients, the technological solutions of the Company and/or any of its clients and the Promotional Materials at any time, and the Partner agrees to adjust or substitute the same accordingly within 14 days of notice given by the Company.

3.8. The Partner shall not be permitted to conduct its marketing or promotional activities on any resource on which the Company or any of its clients themselves conduct marketing or promotional activities and/or in any other manner which results in the Partner competing with the Company or any of its clients. In addition, the Partner shall not carry out search engine marketing of the information regarding the Company and/or any of its clients, the technological solutions of the Company and/or any of its clients using the official name, trading name or trademark of the Company or any of its clients.

3.9. The Partner shall not, directly or indirectly:

- initiate conclusion of agreements or contracts with any person in behalf of the Company or any of its clients;
- provide services in the jurisdictions not approved by the Company;
- operate an illegal business, website or subscription email list;
- operate a website that contains or promotes content that is abusive, violent, bigoted, hate/race-oriented, illegal, pornographic, libelous, defamatory, obscene, political, or link to a website that contains or promotes the said content;
- engage in any discriminating or unsolicited commercial advertising emails;
- engage in fax, broadcast or telemarketing and/or any other offline marketing methods in providing the Services,
- engage in any aggressive advertising or marketing methods;
- utilize any downloadable software, toolbars, pay-per-click search engine marketing, display advertising, or cost per impression advertising on any browser without the express written consent of the Company;

- place links to any website in spam or unsolicited promotions, banner networks, counters, guest books, internet relay chat channels or through similar internet resources;
- engage in an unauthorized usage of any third party's intellectual property (including, but not limited to, trademarks); or
- offer any person any kind of arrangement for payment or portion of the Partner's Fee, or any other incentive which may be considered to be a fee sharing arrangement, rebate compensation between the Partner and any person;
- register or use domains, subdomains, keywords, search terms or other identifiers containing trademarks, trade names, corporate names or any part of the aforesaid of the Company or any of its clients, or any words or depictions confusingly similar to any of the aforesaid in any language without the Company's prior written consent;
- bid or purchase of internet placement rights for any domain name similar to the domain name of the Company or any of its clients, or any part or similarities thereof in any manner in any of its advertising, including but not limited to, internet and web advertising;
- include a domain name similar to the domain name of the Company or any of its clients or any part thereof, or similar variations, translations or misspellings, in the meta tags of any web site code. This includes the meta title, meta keywords or meta description;
- purchase, obtain or use, directly or indirectly, any keywords from third party platforms so as to redirect traffic to the similar domain name;
- purchase a domain name similar to the name of the Company or any of its clients or any part thereof, or any variations, or misspellings thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign.

3.10. The Partner shall be solely responsible for the data and information published on its website(s) or other resources, or technical operation of its website(s)/resources. The Partner shall ensure that the Partner's websites and other resources:

- by their domain name, keywords, search terms or other identifiers or in any other manner do not look like and do not create the impression that they are the websites / resources of the Company or any of its clients;
- do not contain or display any information or materials apart from the Promotional Materials.

3.11. The Company shall be entitled to request at any time and in its sole and absolute discretion and upon such request the Partner shall be obliged to immediately (but in any case, not later than by the end of the day following the day of request) to remove from its website(s) and other resources any part or all of the information mentioning the Company or any of its clients, the technological solutions of the Company and/or any of its clients, or containing any component of the Promotional Materials.

3.12. The Company shall be under no obligation to follow up any requests for establishing the business relationships with any person approaching the Company pursuant to the Partner's marketing activities under the Agreement. The Company shall be entitled to reject cooperation with any such person at its sole and absolute discretion without the obligation to provide any explanations and without the obligation to indemnify the Partner for any possible costs or damages. The Company shall be permitted, both during the term of the Agreement and/or following the termination and/or expiration of the Agreement, to use any and all data and information related to such persons, and to provide any services to them, and the Partner shall not have claim and/or right with respect thereto. The Partner shall not interfere in any way with Company's relationship with any such person. The Company shall be under no obligation to provide any information to the Partner in respect of the relationships established with any such person.

3.13. The Partner is not entitled to negotiate or agree with any person on any terms or conditions of cooperation with the Company or any of its clients or act as an attorney of such persons, make any contractual arrangements, promise or purport to promise any conditions or provisions. The Partner may not object to any decisions made by the Company regarding the terms or conditions of a particular relationship entered into with any such person.

3.14. Without prejudice to other limitations stated in the Agreement, the Partner is entitled to refer to the Company persons who are also able and willing

to provide the Services to the Company under the Agreement. Those persons referred by the Partner to the Company shall be deemed Sub-partners of the Partner and operate under Partner's supervision, responsibility and account as defined in Clause 4.5 of these Terms of Business.

Any Sub-partner shall be subject to Company's prior written approval in accordance with the Company's requirements and measures prescribed for the approval of the Partner. The Partner shall guarantee that the Sub-partner is compliant with all terms and conditions of the Agreement and all requirements, duties, obligations and liabilities and all representations, warranties and guarantees in respect of the provision of the Services. Any requirements, obligations and limitations/restrictions placed on the Partner in accordance with the terms and conditions of the Agreement in relation to the manner in which the Services to be provided under the Agreement shall be equally and in full applicable to the Sub-partner; where any reference is made in the Agreement to the Partner's obligations, liabilities, representations, consents, confirmations, warranties, acknowledgments or Company's rights in respect of the Partner, the term "Partner" shall be interpreted to include the term "Sub-partner".

The Sub-partner shall be entitled to such Fees as shall be agreed between the Company and the Partner.

If the Partner refers any Sub-partner to the Company, the Partner agrees that it shall be personally and directly responsible and liable to the Company for any acts or omissions of any its Sub-partners as guarantor (as defined in the Applicable Regulations) and shall assume all responsibility and liability as the Sub-partner itself, and the Partner waives any demands that the Company should make recovery from such Sub-partner first.

The Sub-partner shall not be entitled to appoint any further sub-partners other than where the prior written consent of the Company has been obtained.

In the case of a breach or a threatened breach by the Sub-partner of any terms or conditions of the Agreement or requirements applicable to the provision of the Services, the Company shall be entitled to exercise any of its rights stipulated by the Agreement or at law directly against the Partner, including, but not limited to termination of the Agreement, recovery of damages, other remedies.

If the cooperation with the Partner is terminated for any reason whatsoever and/or the Agreement with the Partner is terminated, the Company shall be entitled in its own and absolute discretion to unilaterally terminate the cooperation with the Sub-partner with immediate effect without the obligation to provide any prior notice or to compensate any costs or expenses that may be incurred by the Subpartner.

The Company shall be entitled to exercise against the Sub-partner any of the Company's rights or discretion granted to it under the Agreement or by law.

4. Fees, costs and expenses

- 4.1. During the term of the Agreement and subject to the Partner's full compliance with its duties and obligations under the Agreement, the Company shall pay the Partner a consideration (hereinafter referred to as the "Fees") in accordance with the procedures and to the amounts stated in these Terms of Business and the Company's standard Fee Schedule for the Partners or other written confirmation.
- 4.2. The Company shall not be obliged to reimburse the Partner for any costs or expenses incurred by the Partner as a result of performing the Services, its duties, obligations or responsibilities under the Agreement. The Fees paid to the Partner shall be considered the full and final consideration to which the Partner is and shall be entitled for all the Services provided and its obligations, duties and responsibilities performed under the Agreement and all rights and business opportunities waived pursuant to the Agreement.
- 4.3. Upon request the Partner shall provide to the Company any supporting documents and data that evidence the Services rendered and their compliance with the terms of the Agreement.
- 4.4. Calculation of the Fees payable to the Partner shall be made by the Company and be subject to the Company's verification and approval in accordance with the Company's internal procedures and the requirements of the Applicable Regulations.
- 4.5. The billing of the Services shall be done either via automated calculations done by the Company or via the invoices presented by the Partner. If the billing of the Services is done via automated calculations done by the Company, the Partner shall have 5 business days from the receipt of the statement of Company's

calculations to notify the Company of its disagreements or corrections in writing. After the lapse of the said period, if the Company's statement of calculations remains uncontested, it will be deemed to be fully, finally and unconditionally accepted by the Partner in all respects. Notwithstanding anything else stated in the Agreement to the contrary, in this case it shall be considered that the Partner waives its rights to dispute the statement in such regard at any time later. If the Partner does not agree with the amount of the Fees, the Partner shall be paid an undisputable amount, and any difference will be paid out in the next reporting period when all the disputes are settled. The Fees shall be booked in the Online Facility and kept to the account of the Partner unless the transfer to the external banking account is requested.

- 4.6. Any Fees payable under the Agreement shall be inclusive of value added tax (hereinafter referred to as the "VAT"), and any other taxes or duties of a similar effect, if and where applicable. The Company shall not be responsible for any other taxes, levies, duties or similar charges, however designated, that may be assessed in respect of the Fees, as well as in respect of the Services provided under the Agreement, other than any taxes assessed or levied on the Company in respect of revenues earned by the Company.
- 4.7. The Company shall be entitled to set-off any amounts owed to the Company under the Agreement (including the amount of any indemnity) against any amounts payable by the Company under the Agreement. The Company shall also be permitted to set-off any amounts which have been paid to the Partner by the Company in excess against any amounts due to the Partner by the Company.
- 4.8. Should the Partner elect to receive any amounts in cryptocurrency, the Partner acknowledges and agrees that cryptocurrency payments are final and irreversible. Once a transaction is confirmed on the blockchain, the Company shall not be responsible for redoing, reversing or refunding the payment. The Partner is solely responsible for ensuring the accuracy of the provided cryptocurrency wallet address and the Company shall not be liable in any way whatsoever for any loss of funds resulting therefrom.

5. Representations, warranties and covenants

The Partner makes the representations and warranties to the Company (which representations and warranties will be deemed to be repeated at all times until the termination of the Agreement) as follows:

- all applicable information that is furnished by or on behalf of the Partner to the Company is true, accurate and complete in every material respect;
- the Partner is duly authorised and validly existing under the laws of the jurisdiction of its authorisation or incorporation and, if relevant under such laws, in good standing;
- the Partner and, to extent it is applicable, any person representing the Partner in the business relationship with the Company, has the power to execute the Agreement and any other documentation relating to the Agreement to which it is a party, to deliver the Agreement and any other documentation relating to the Agreement that it is required by the Agreement to deliver and to perform its obligations under the Agreement and has taken all necessary action to authorise such execution, delivery and performance;
- Partner's representative, submitting the Online Application, concluding the Agreement on behalf of the Partner and otherwise representing the Partner in relations with the Company, certifies that he/she is duly authorized to do so. Should such certification be false, the said representative shall bear full personal responsibility for all his/her acts and omissions;
- execution, delivery and performance of the Agreement do not violate or conflict with any law applicable to the Partner, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any contractual restriction binding on or affecting it;
- Partner's obligations under the Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

- no registration with or approval of any government authority is necessary for provision of the Services or the execution, delivery or performance by the Partner of any of its duties, obligations or responsibilities under the Agreement, or for the validity and enforceability hereof or with respect to the obligations of the Partner hereunder, except such registrations and approvals that have been made or obtained;
- the Partner shall observe the standard of behavior reasonably expected of persons in its capacity and not take any step which would cause the Company to fail to observe the standard of behavior reasonably expected of persons in the Company's capacity;
- the Partner shall provide the Company promptly following any reasonable request made by the Company with such information as the Company may reasonably require to evidence the matters referred to in this Clause or to comply with any Applicable Regulations.

6. Liabilities and responsibilities

6.1. Neither the Company, its partners or clients and their respective directors, officers, employees, service providers or agents shall be liable for any losses, damages, costs or expenses (including direct, indirect, incidental, punitive, or consequential loss, loss of profits, lost data, loss of use of the Online Facility, promoted information regarding the Company and/or any of its clients or promoted technological solutions of the Company and/or any of its clients, the Promotional Materials, business interruption, costs of substitute, services or downtime costs), incurred or suffered by the Partner or any third party, unless and to the extent that such loss or prejudice arises directly from fraud, wilful default, or negligence, including the unjustifiable failure to perform all or part of its obligations under the Agreement, or the Applicable Regulations, on the part of the Company. In no circumstance shall the Company's or any of its client's liability include losses suffered by the Partner or any third party for any special damage, or loss of profits or loss of goodwill or reputation or loss of business opportunity arising under or in connection with the Agreement.

6.2. The Partner shall indemnify for and protect, defend and hold harmless the Company, its partners and clients and their respective directors, officers, employees, service providers and agents from and against any and all claims, demand, cause of action, damages, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the Services provided by the

Partner pursuant to the Agreement or Partner's breach of any representation, warranty, obligation or covenant under the Agreement and any warranty, condition, representation, indemnity or guarantee relating to the Company granted by the Partner to any person. In case of any breach or threatened breach of any provisions or conditions of the Agreement or any representation, warranty, guarantee made by the Partner pursuant to the Agreement or in the event the Partner shall attempt to manipulate the Company, information and technological solutions of the Company and/or any of its clients, or the Promotional Materials and/or abuse the rights or powers given to it under the Agreement, the Company, without the prejudice to any other rights or remedies available to it under the Agreement or at law, shall be entitled to immediately receive a prompt refund of all amounts previously paid to the Partner hereunder and / or be indemnified for any costs, expenses and damages or liability incurred by the Company in connection with any of the foregoing. Without limitation of the foregoing, the Company shall be entitled to withhold, setoff and/or deduct from any payment due to the Partner hereunder any and all payments owed by the Company to the Partner.

- 6.3. The Partner shall be responsible for monitoring and complying with laws and regulations in the jurisdiction of its registration and the countries where it conducts its activities under the Agreement (local registration, taxation, labour law, advertising, anti-bribery and corruption, etc.) to the extent that they are applicable to the Partner's activities carried on and the Services provided pursuant to the Agreement.
- 6.4. The Company shall be entitled to disclose the Fees paid to the Partner to its national competent authorities or third parties, if and where so required by the Applicable Regulations.
- 6.5. The Partner shall immediately notify the Company of any complaint, regulatory investigation, disciplinary action or any other circumstances of the same effect initiated in respect of the Services or the Partner's activities performed pursuant to the Agreement.
- 6.6. The Company shall not be liable to any third party and/or the Partner for any information, advice, decisions or recommendations given or issued by the Partner to any such person, except for information stated in the Promotional Materials. The Partner shall indemnify the Company in respect of any claims from any third parties in relation to loss or liability arising directly from such information, advice,

recommendation or decision, or any delay in performance, default or negligence by the Partner in the provision of the Services hereunder.

6.7. Except for any warranty, condition, representation, or term to the extent to which the same cannot or may not be excluded or limited by Applicable Regulations, the Company makes no warranties, conditions, representations, or terms (express or implied, whether by statute, common law, custom, usage or otherwise) as to any matter, including without limitation non-infringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose or that the information, Promotional Materials or any of its parts or components provided by the Company will carry no errors, meet individual requirements of any third party, and the entire risk as to the use of the aforesaid rests with the Partner and any such third party.

7. Online Facility

- 7.1. The Partner shall submit its Online Application through the designated online facility (in the Agreement referred to as the “Online Facility”). All information and data pertaining to the Parties’ cooperation under the Agreement shall be made available by the Company to the Partner by means of the Online Facility.
- 7.2. The Company shall provide the Partner with such user identification, initial password, digital certificates and/or other devices (collectively, “Authenticators”) as are necessary to enable the Partner to access and use the Online Facility.
- 7.3. By entering into the Agreement, the Partner authorises the Company to act on or, as applicable, transmit any information which the Company receives from the Partner pursuant to methods designated by the Company, and to create replacement Authenticators if original Authenticators are lost or forgotten.
- 7.4. The Partner will change or replace any Authenticators as soon as possible after receipt of instructions to do so from the Company. The Partner may not permit any agent or third party to use the Online Facility, unless the Partner has obtained the Company’s written consent thereof in accordance with and subject to the provisions of the Agreement, and must take appropriate steps to maintain the confidentiality of all Authenticators and secure the Authenticators from unauthorised use. The Partner shall be responsible and liable for the security of the Authenticators and its access to the Online Facility by using such Authenticators.

The Partner must immediately notify the Company of any unauthorised use of the Online Facility. Any use of the Online Facility by using Partner's Authenticators will be at Partner's sole risk, and will for all purposes be binding upon it as if such use had in fact been made by the Partner or under Partner's authority. Nothing in the foregoing will be deemed to in any way limit Partner's indemnification obligations under the Agreement.

- 7.5. The Partner shall be solely responsible for all information and content that the Partner transmits or otherwise makes available via the Online Facility. The Partner shall not use the Online Facility (i) in a manner that negatively affects other users or interferes with or disrupts the Online Facility or that could otherwise bring the Online Facility or the Company into disrepute, (ii) in any manner that intentionally or unintentionally violates any Applicable Regulations, or (iii) to collect or store personal data about other users, creators, sponsors, or operators of the Online Facility. The Company has the right to remove any information or content that violates any term or condition governing the use of the Online Facility generally or that, in its sole discretion, is otherwise objectionable.
- 7.6. Obtaining and maintaining of any hardware, operating systems, applications, software, internet browsers, telecommunications equipment, third-party application services and other equipment and software (the "Equipment") required for the Partner to access and use the Online Facility and compliance with any Equipment requirements that may be adopted and/or changed from time to time by the Company shall be the sole responsibility of the Partner. Without prejudice to the limitations on liability of the Company stated elsewhere herein, the Company shall not be responsible for any problem, error or malfunction relating to the Online Facility resulting from data entry errors by the Partner or of any counterparty or the performance or failure of the Equipment or any telecommunications service, internet connection, internet service provider or any other third-party software or communications provider or any other failure or problem not attributable to the Company.
- 7.7. The Partner shall not own any personal and property copyright to the Online Facility and related materials (manuals, user manuals, etc.). The Partner shall only be entitled to use the Online Facility within limits set by the Agreement. No modification, reproduction, publishing of the Online Facility shall be permitted, no transfer thereof to any third person or use of technologies used in the Online

Facility for making other software shall be allowed.

7.8. Access to the Online Facility is provided “as is”. The Company makes no warranties, express or implied, representations, or guarantees as to the merchantability, fitness for any particular purpose or otherwise with respect to the Online Facility, its content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with the Online Facility. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will the Company or any of their employees, officers, agents be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, de-activating or attempting to access the Online Facility or otherwise.

7.9. Since the Company does not control signal power, its reception or routing via internet, configuration of Partner’s equipment or reliability of its connection, the Company cannot be responsible for communication failures, distortions or delays when using the Online Facility.

7.10. By accepting the Agreement, the Partner gives its consent to the Company providing information in a durable medium other than paper, where required under Applicable Regulations, and to receiving any notices and any information which the Company is required to provide by the Applicable Regulations or under the Agreement via the Online Facility in lieu of having such information delivered to the Partner via mail, fax or e-mail or in any other medium. You will be able to access this information using your Authenticators.

8. Data protection and confidentiality

8.1. The Partner shall comply with any applicable data protection and privacy requirements and any analogous legislation.

8.2. The Company shall not be obliged to provide the Partner with any data constituting professional secret and any data of the persons approaching the Company or any

of its clients as a result of the Partner's activities pursuant to the Agreement.

- 8.3. Any persons with whom the Company or any of its clients shall establish a relationship shall be considered as clients of the Company or of its clients and not of the Partner. The Company shall be the sole and exclusive owner of the database of names and contact information and any other data of such persons. In the event the Company has reasonable cause to believe that Partner either tries to or initiates contact with any such person without the Company's written consent, the Company shall be entitled to immediately terminate the Agreement and claim damages for which the Partner shall be fully liable. The Partner acknowledges that the Company may access information from or about visitors to the Partner's website, and may use such information for any purpose, always such access and use shall be in accordance with the Applicable Regulations regarding personal data protection.
- 8.4. If in the course of performing the Agreement the Partner acquires and transmits to the Company any personal data of any individual, the Partner shall ensure obtaining the consent of such an individual for transmission of such data and further processing by the Company. In this case, determination of the purposes for which and the means by which such personal data must be processed shall be the sole responsibility of the Partner.
- 8.5. Each Party undertakes that it shall not disclose to any other person any information concerning the business, affairs, customers, clients or suppliers of the other Party, or any other information obtained pursuant to or in connection with or in anticipation of the Agreement (including the content of the Agreement, the Fees), or any other information that is marked by either Party as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential (the "Confidential Information"), except as expressly permitted by the Agreement; provided that specifically in respect of the Company Confidential Information shall include (but shall not be limited to) Proprietary Information, all and any information or data in respect to the Company's administrative, operational, financial, corporative or other affairs (including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, distribution, sales, marketing, expenses, financial statements

and data, relationships with third parties, opinions, researches, analytics, learning and education compilations, studies or other material or documents prepared by the Company). Each Party may disclose the other Party's Confidential Information as may be required by law applicable to the disclosing Party, a court of competent jurisdiction or any governmental or regulatory authority, supervising the disclosing Party.

8.6. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the receiving Party shall be returned promptly to the disclosing Party on termination of the Agreement or upon the respective request, and no copies shall be kept.

9. Termination

9.1. The Agreement shall be considered valid for an indefinite period of time.

9.2. Each Party shall be entitled to unilaterally terminate the Agreement at any time without the obligation to provide any reason or compensate any costs or damages that may be caused to the other Party as a result of such termination by 15 days prior written notice to the other Party.

9.3. Each Party shall be entitled to unilaterally terminate the Agreement at any time with immediate effect without the obligation to compensate any costs or damages that may be caused to the other Party as a result of such termination, if the other Party becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, has a trustee or receiver appointed to it, becomes the subject of any voluntary or involuntary insolvency or dissolution, bankruptcy or reorganization proceeding, which, in the case of any involuntary proceeding, is not dismissed within 60 days after it has commenced, is unable to pay its debts as they fall due, discontinues its business or ceases to exist.

9.4. The Company shall be entitled to unilaterally terminate the Agreement at any time with immediate effect without the obligation to compensate to the Partner any costs or damages that may be caused to it as a result of such termination in the following cases:

- the Partner fails to comply fully and immediately with any obligation under the Agreement;

- the Company has reasonable grounds to believe that the Partner is in breach of any material provision of the Agreement, or any representation, warranty or covenant provided under the Agreement;
- the Company considers it necessary or desirable for protection of its reputation, honour, business interests or legal rights, or any action is taken or event occurs which the Company considers might have a material adverse effect upon the Partner's ability to perform any of its obligations under the Agreement;
- the Company has reasonable assurance of a possible or potential breach of Applicable Regulations, laws or good standard of market practice by the Partner;
- the Partner disaffirms, disclaims or repudiates any obligation under the Agreement;
- any representation, warranty or covenant made or given or deemed made or given by the Partner under the Agreement proves to have been untrue, false or misleading in any material respect as at the time it was made or given or deemed made or given;
- fraud is suspected on the part of the Partner or the Partner is suspected to allow a legally punishable, dishonest or unethical action,
- the Partner fails to provide the Company with the requested information and documents that are necessary for verification of facts and circumstances pertaining to the Parties' cooperation under the Agreement, or the Company suspects that such provided information or documents to be inconsistent with actual circumstances;
- the Company believes in its sole and absolute discretion that any such action is necessary or desirable to comply with any legal or regulatory requirements, or Applicable Regulations, or any regulator's requests applicable to it.

9.5. The Parties shall discharge all its mutual liabilities arising out of the Agreement on the day of terminating the Agreement at the latest, unless otherwise agreed between the Parties in writing. Termination of the Agreement shall not entail termination of non-discharged obligations of the Parties established before the termination. All non-discharged obligations of the Parties established before termination of the Agreement shall continue to be governed by the terms of the Agreement.

9.6. Upon termination (and not later than the termination date):

- the Partner shall cease the use of the Online Facility and destroy all Authenticators then in possession or control of the Partner and pay to the Company all payables due up to the termination date;
- the Company shall pay to the Partner all the Fees due to it, unless the Company elects to realize its right of set-off provided in the Agreement;
- the Partner shall return to the Company or destroy, as the Company shall indicate, any Promotional Materials and Confidential Information and ensure that any Promotional Materials or information on the Company and/or any of its clients, the technological solutions of the Company and/or any of its clients disseminated in whatsoever manner or published on any Partner's websites or other resources or otherwise be revoked, deleted and withdrawn completely, and confirm the same at no costs to the Company in writing.

9.7. All representations, warranties, and covenants made in or pursuant to the Agreement will survive the termination of the Agreement.

10. Intellectual property

10.1. The Company and its clients, as the case may be, are the sole owners (except to the extent owned by third party licensors and except to the limited extent licensed by the Company to any other party), own and shall retain all right, title and interest in and to the Online Facility, the technological solutions of the Company and/or any of its clients, the website(s) of the Company or any of its clients, the Promotional Materials and all components thereof, whether created or amended with the Partner's assistance/participation or not, including without limitation all related applications, all application programming interfaces, user interface designs, software and source code and any and all intellectual property rights therein, including, without limitation all registered or unregistered, as applicable (a) copyright, (b) trade mark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable or protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the Online Facility, the websites or technological solutions

of the Company or any of its clients and the Promotional Materials and all other related proprietary rights of the Company (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing; the "Proprietary Information"). The Proprietary Information shall at all times remain the exclusive, valuable and confidential property of the Company (except to the extent owned by third party licensors and except to the limited extent licensed by the Company to any other party), as the case may be. The Partner shall not engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on or otherwise modify, in any manner, all or any part of the Proprietary Information. The Partner shall keep the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the Proprietary Information to any third party without the prior written consent of the Company.

10.2. The Partner shall not assert or contest any rights of the Company or its clients in respect of the Proprietary Information, nor shall the Partner take any action that may prejudice or adversely affect the rights of the Company or its clients in the Proprietary Information. The Partner may not do anything to render such Proprietary Information generic, weaken its validity or diminish its associated goodwill. Upon termination of the Agreement, all of the rights granted to the Partner hereunder shall be deemed ceased and terminated and all rights shall revert to the Company automatically without the need of taking of any action on the part of either Party.

10.3. The Partner shall maintain suitable copyright and trademark notices throughout the Partner's website(s) and other resources where the Promotional Materials are published, that shall conform in all respects to the rights of the Company or its clients stated in this Clause 10. The Company shall be entitled to include some or all of the Partner's trademarks in its own marketing and promotional materials.

10.4. To the extent that the ownership of any of the Proprietary Information of the Company or any of its clients does not automatically vest in the Company or its clients by virtue of the Agreement, or otherwise, the Partner hereby transfers and assigns to the Company and, as the case may be, to its clients, upon the creation thereof, all rights, title and interest the Partner may have in and/or to such Proprietary Information, including the right to sue and recover for past, present and future violations thereof.

11. Miscellaneous

- 11.1. The Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties with respect to its subject matter.
- 11.2. No term or provision of the Agreement shall be waived, and no breach or default excused, unless such waiver or excuse is in writing and signed by the Party to which it is attributed. No consent by the Party to, or waiver of, a breach or default, by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.
- 11.3. If any provision of the Agreement shall be held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the Parties shall promptly attempt to negotiate a substitute thereof.
- 11.4. Any obligations of the Parties relating to monies owed, as well as any provisions of the Agreement relating to confidentiality, intellectual property, indemnity, limitation of liability, interference into the Company's or any of its client's relationships with persons, approaching the Company / its clients pursuant to the marketing / promotional activities of the Partner pursuant to the Agreement, shall survive any termination of the Agreement.
- 11.5. If any Party is prevented from or delayed in performing its obligations under the Agreement or from carrying on its business by general large-scale labour disturbances (such as strikes, lock-outs), act of God, large-scale plague, epidemic or pandemic, war, riot, civil commotion, act of terrorism, act of government authorities, compliance with any law or governmental order, rule, regulation or direction, natural disasters (such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought), general emergency situations caused by natural or technogenic reasons, or any other circumstance, which is out of the affected Party's control, was not caused by acts or omission of such Party and occurred after Parties entered into the Agreement and could not be reasonably anticipated, foreseen or prevented (herein referred to as "Force Majeure Event"), the Parties shall not be held liable for non-performance or undue performance of its obligations under

the Agreement for as long as any such circumstance continues to exist. The Party, which wishes to rely upon a Force Majeure Event as a discharge from its obligations under the Agreement, shall notify the other Party thereon without delay in writing, but not later than within 5 (five) business days. The same shall apply when the circumstance which the Party relied upon as a Force Majeure Event ceases to prevent performance of the Agreement; provided that the other Party shall be entitled to request official documentary evidence of existence of any such Force Majeure Event, issued by the competent government authorities. After any Force Majeure Event, preventing the affected Party from performing its obligations under the Agreement, ceases to exist, the Parties shall continue performance of its obligations in full compliance with the terms and provisions of the Agreement.

11.6. The Partner shall not assign or transfer, or purport to assign or transfer, any of its rights, interests, duties, obligations, liabilities or responsibilities under the Agreement to any person without the prior written consent of the Company.

11.7. The Company is entitled to assign and/or transfer any of its rights, interests, obligations or liabilities to any person without the consent of the Partner.

11.8. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as an agent for or an authorized representative of the other (or any of its subsidiaries or affiliates) for any purpose whatsoever and no employee-employer relations will take place between the Parties, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). The Partner shall be deemed an independent non-exclusive contractor. The Partner shall perform all actions legally required to establish and maintain its status as an independent contractor with an independent business.

11.9. Unless in the Agreement is expressly provided otherwise, the Agreement is made for the benefit of the Parties and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

11.10. In order for the Company to comply with obligations under the Applicable Regulations, the Company shall be entitled to make certain disclosures relating to the Agreement, the Fees, Partner's identity.

- 11.11. Time shall be of the essence in respect of all Partner's obligations under the Agreement.
- 11.12. The rights and remedies provided under the Agreement are cumulative and not exclusive of those provided by law. The Company shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to the Partner. No failure by the Company to exercise or delay by the Company in exercising any of its rights or remedies under the Agreement or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.
- 11.13. If, at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 11.14. The Company is entitled to record and keep all intercommunication without prior notification and to unilaterally choose technical means for recording the same, and to use such records as evidence for protecting its interests in settling disputes and in any proceedings. The Company shall not be obliged to store the said records for the benefit of the Partner. Such records will be the Company's sole property, although records may be made available to the Partner on request at the Company's absolute discretion. The Company shall be entitled to destroy such recordings at regular intervals in accordance with the Company's established internal procedures and at its discretion.
- 11.15. If any action or proceeding is brought by or against the Company or any of its clients in relation to the Agreement, the information regarding the Company and/or any of its clients, the technological solutions of the Company and/or any of its clients, the Promotional Materials, the Proprietary Information or arising out of any act or omission by the Company or any of its clients required or permitted under the Agreement, the Partner agrees to co-operate with the Company and any of its clients to the fullest extent possible in the defense or prosecution of such action or proceeding.
- 11.16. The Partner undertakes to provide to the Company, upon request, any documents or other information (including identification documents for the Partner, its directors, representatives, shareholders or ultimate beneficial owners) that may be required

to comply with any laws, rules, regulations or notices relating to anti-money laundering or countering the financing of terrorism, anti-bribery and corruption or any other related laws, rules, regulations or notices in any applicable jurisdiction. The Partner further agrees that, upon the request of the Company, the Partner shall provide such information as the Company may reasonably require to satisfy applicable regulations.

11.17. The official language of communication with the Company shall be English. However, for information purposes these Terms of Business and any other additional conditions and provisions may be provided in other languages. In case of any discrepancy or conflict between the text of these Terms of Business and other additional conditions and provisions in English and the text of these Terms of Business and other additional conditions and provisions in any other languages, the English text shall prevail and govern for all purposes.

11.18. If the Company is found liable (whether under contract, tort (including negligence) or otherwise), the cumulative liability of the Company for all claims whatsoever arising out of the Agreement, shall not exceed the payments made to the Partner by the Company under the Agreement during the 6 months preceding the event that gave rise to the action or claim.

11.19. No action, whether based in contract, strict liability or tort, including any action based on negligence, arising out of the performance of the Agreement, may be brought by the Partner against the Company more than 12 months after such cause of action accrued.

11.20. The Company shall be entitled to unilaterally amend, change, supplement or modify any terms of these Terms of Business, the Fees (including, but not limited to, structure and payment terms), additional conditions and provisions applicable to Partner's business relationship with the Company in its sole and absolute discretion at any time. The Company shall notify the Partner of any such amendment or change by posting the notice thereon in the Online Facility 10 days before any such amendment or change takes effect. The Partner shall on a regular basis independently check all the notices posted in the Online Facility. In the event that the Partner objects to any such change or amendment, the Partner shall notify the Company thereof within 10 days after the notice of the amendment or change has been posted as aforesaid, and such notice given by the Partner shall be deemed to be a notice of termination given in accordance with Clause 9.2, unless otherwise agreed.

12. Governing Law / Jurisdiction / Venue

12.1. The Agreement and any non-contractual obligations of the Parties on the subject matter hereof shall be governed by, and construed in accordance with the laws of the Republic of Cyprus (in the Agreement referred to as the “Applicable Regulations”). If any conflict arises between the Agreement and the Applicable Regulations, the latter shall prevail.

12.2. Any dispute, controversy or claim arising out of or in relation to the Agreement, or the breach, termination or invalidity thereof, as well as any non-contractual relations with the Company in respect of matters contemplated in the Agreement, shall be resolved by the Parties through mutual negotiations. If the said dispute is not resolved by the Parties through mutual negotiations within 30 days, then the dispute shall be resolved at the discretion of the plaintiff at the competent courts of the Republic of Cyprus or by arbitration in accordance with the provisions of (i) Arbitration Law, Chapter 4, as amended (Cap. 4), and (ii) International Commercial Arbitration Law 101/1987, as amended (hereinafter, Law 101/1987) and the Arbitration Rules made thereunder, as in force on the date of commencement of the relevant dispute (such commencement to be established in accordance with such Arbitration Rules). There shall be one (1) arbitrator to be appointed by agreement between the Parties or, failing such agreement within seven (7) days from the receipt by either Party from the other of a notice proposing the names of one or more persons who may serve as the sole arbitrator, each Party designates an arbitrator and two of them jointly designate the third arbitrator. The seat of the arbitration shall be such place in the Republic of Cyprus or overseas as may be agreed by the Parties and, failing such agreement, it shall be in the Republic of Cyprus at the premises of agreed by Parties arbitration body. The arbitral proceedings shall be conducted in English language.