### **TERMS OF SERVICE**

October 6th, 2023

These Terms of service shall regulate relations between the Website Administration and the User of the Website and its Services.

To use the Website or its Services, the User hereby confirms that he/she has reached an age which allows taking actions within the framework of the Website or certain Services which he/she is entitled to independently take and to be liable for them in accordance with applicable laws.

If the User has not reached such age, he/she shall not be entitled to use the Website or said Services without consent of his/her parents or legal representatives. Liability for the actions of a User who has not achieved the required age shall be imposed on his/her parents or legal representatives.

### 1. Definitions

**Website** shall mean the aggregate of the web pages posted on the Internet and managed by the software of the Website Administration united by the interconnect address space within the framework of the Website Services functions operated both by the Website Administration and the Administration Partners.

The Website homepage is

**Services** shall mean the projects or applications of the Website Administration or the Website Administration Partner (Service of the Administration Partner) posted on the Website and access to which is provided through the Website, the mobile version of the Website, and certain applications or the websites of the Administration Partners.

**Website/Services Access** shall mean the access to the functional options of the Website and certain Services of the Website which the User obtains after registration procedure (authorization on the Website/Service). The Website as well as any Website Service shall be accessed with a login and password.

**Website/Service Administration** (the "**Administration**") shall mean NOTIONSSTOCK - FZCO company incorporated under the law of the United Arab Emirates, with registered number DSO - FZCO-24070, with registered address: IFZA Business Park, DDP Premises number 25830-001, Makani Number A1-3641379065, Dubai Silicon Oasis, Dubai, United Arab Emirates.

**Administration Partner** shall mean the individual (individual entrepreneur) or legal entity developing or operating the project, game and/or application (Administration Partner Service). Relations between the User and the Administration Partner occurring in the course of using the Administration Partner Service by the User shall be subject to regulation by separate agreements.

Website/Service User (the "User") shall mean a person who has reached a certain age which allows, in accordance with the applicable laws, being fully liable for his/her own actions (fully capable, or has acquired consent of his/her parents or legal representatives) and having

obtained the Website/Service access by registration and agreed to this Terms of service and other agreements and rules regulating the procedure for using of certain Services.

**User's Account** (the "**Account**") shall mean the User's profile created when registering the User with the Website/creating the User's accounting record, which allows the User to obtain access to the Website and/or its Service and identifies him/her as a unique User of the Website. Under a certain Service there may be required creation of a separate account. The procedure for creation thereof is regulated by the agreements for the relevant Services.

**Content** shall stand for the design elements, pictures, graphics, scripts, PC software (including games and applications), video, music, sounds and other objects either being the result of intellectual activity or not, the rights to which belong to the Administration, Users, Administration Partners or other persons.

**Personal Account** shall mean the display to the User (available only to a certain User) of his/her current virtual account state in the private sector of the interface of the Website/relevant Service.

**Terms of service** shall mean this agreement determining general terms and conditions and procedures for using the Website/Service regulating the legal relations between the Website Administration and the User.

The agreements regulating use of certain Services the User may obtain access to after registration on the Website shall be an integral part of the Terms of service, as well as other provisions and rules supplementing the terms and conditions hereof and/or the agreements for certain Services.

Agreements for certain Services of the Website may contain special standards which have direct effect and priority as to the common standards of the Terms of service. In case in some agreement there are no provisions fully determining (clarifying) the rights and obligations of the Parties as to using of the relevant Service, the Parties shall follow the terms and conditions hereof.

This Terms of service is a public offer of the Website Administration intended for the User.

The current version of the Terms of service, agreements for certain Services and all other provisions and rules regulating the procedure for using of the Website/Services are placed on the Website at: <a href="https://adprofex.com/doc/terms\_of\_service.pdf">https://adprofex.com/doc/terms\_of\_service.pdf</a>, as well as on the separate pages (sections) of the relevant Services. Having agreed with the terms and conditions hereof, the User agrees with the terms and conditions of the agreements for certain Services.

Prior to use the Website/relevant Service the User shall undertake and confirm that he/she has become familiar with the terms and conditions of the Terms of service and the agreement for the Service used thereby.

- 2. General Terms and Conditions of the Functioning of the Website/Service
- 2.1. The Administration shall ensure functioning of the Website/Services in a twenty-four hour mode, but shall not guarantee absence of breaks related to technical failures or scheduled maintenance. The Administration shall not guarantee that the Website or any of the Services will function at any certain time in the future or that they will not stop working.

- 2.2. The Website and the Services, including the functional options, as well as all the scripts, applications, Content and design of the Website shall be provided "as is".
- 2.3. The Administration shall not provide any guarantees that the Website or the Services may fit or not fit for certain purposes of use. The Administration may not guarantee and shall not promise any specific results of using the Website and/or Services. The Administration shall not guarantee compliance of the Content posted on the Website with the individual ideas of the User on morality and ethics.
- 2.4. When using the Website/Services, the User shall take preventive measures for use of Content, especially of the Content posted by the Users and other materials and information, as well as when taking certain actions, including when clicking through the links placed on the Website, and when using any files, including software to avoid negative influence on the User's computer of malicious software, as well as unauthorized access to the Account, password attack and other negative consequences for the User.
- 2.5. The Website/Services may contain advertising and informational materials placed by the Administration at its own discretion.
- 2.6. By registering at the Website the User confirms that his age is sufficient for such registration under the applicable laws and/or he has all necessary consents (e.g. parental consents) in full compliance with the applicable laws, including for purposes of data protection laws, otherwise the registration at the Website and its using is prohibited.
- 3. Terms and Conditions for Obtaining Access to the Website/Services

For the purpose of getting Access to the Website and certain Services the User shall create an Account. The process of Account creation includes the following obligatory actions taken by the User:

## 1) Filling in of the questionnaire with the User's data

When registering the Account, the User shall fill in the questionnaire with the data he/she considers sufficient for his/her identification on the Website/Service as a unique User, except for the mandatory fields of the questionnaire, filling in of which shall be obligatory for the User.

The Website Administration shall not verify the information submitted by the User in any way, hereinafter referred to as the "account data" (unless otherwise provided for by the terms and conditions of provision of any separate Service), shall not be liable before any third parties for accuracy and reliability of the account data and shall not consider the account data submitted by the User as the User's personal data.

In the course of filling in the registration form the User shall independently create a login and password, as well as other data for the further access to the Website/Services. The User is entitled to transfer the login and password to the person and/or legal entity authorized to act on behalf of the User, while all risks of such transfer are borne by the User.

The User confirms that he/she is informed that the safety of his/her Account (accounts in different Services) shall directly depend on the complexity (number and variation of the symbols) of the password and other data which allow the User getting access to the Account. A login and password are confidential information and shall not be subject to disclosure,

except in cases provided for by the current laws and/or this Terms of service. The risk of fraud and other illegal actions in respect of the User's Account related to loss of the password or the transfer of the login and password to an authorized or/and unauthorized person/legal entity, shall be imposed on the User. The User is recommended to create a quite complicated password to avoid the possibility of attack thereto by the third parties.

Subsequent access to the Website/Service by a User previously registered to his/her personal Account shall be carried out by passing through the procedure for authorization, i.e. input of the login and password of the User.

The Website Administration shall be entitled at its own discretion to provide Users with an opportunity to access the Website by clicking through the link sent by e-mail as a result of automated authorization using cookies technologies.

Apart from the ways of Account creation specified above, the User may be provided with the right to create an Account and use the Website/Service using the data (login and password) of electronic mailbox or account (profile) created by the User on an external resource, as well as by authorization on the external resource.

Any of the registration means specified shall enable the User, using the application, to create and use several profiles referring to the relevant electronic mailbox or account created by the User on the external resource and may be used within the framework of one Account only.

The Administration shall reserve the right to change and supplement the means of creation of an Account, having notified Users as regards thereof by placement of information in the interface of the Website/Service.

When using any registration means (Account creation) the password of the User **shall not use** a **password which is valid** for access to the Website/Service of the Website Administration.

### 2) The User's Consent for Use of the Website and certain Services of the Website

Consent to use the Website and certain Services of the Website on conditions hereof, agreements for certain Services, as well as on conditions of other provisions and rules regulating the order of use of the Website/Services, shall be expressed by the User via actions on accessing the specified documents. The access shall be effected by clicking "Sign up" or other button indicating agreement, which in sense shall be the conclusion by the User and the Administration of the contract on the terms and conditions containing herein and other documents mentioned herein.

In each subsequent Access to the Website/Service (using of the Website/Service) the User expresses his/her consent with the terms and conditions hereof, agreements for separate Services, as well as with the terms and conditions of other provisions and rules regulating the procedure for using of the Website/Services in the versions applied as at the moment of the actual use of the Website/Service.

The Website Administration shall be entitled to establish a special additional procedure for accessing a certain Service (to request from the User additional information and/or claim for taking additional actions) containing in the agreement for a certain Service and in other provisions and rules placed on the page of the relevant Service.

4. Terms and Conditions for Restoration/Termination of Access to the Website/Services

- 4.1. In case of loss of access to the Website/Services the User shall have an opportunity to independently restore such access by following the procedure stated on the Website/relevant Service. Upon completing such independent restoration of access to the Website/Services available for the User, the User shall be entitled to address to Administration Support Service. E-mail address of the support service is posted on the main page of the Website or the page of the relevant Service.
- 4.2. Addressing the Administration shall not necessarily imply that the access to the Website/Services will be reliably restored.
- 4.3. In case of loss of password for access to the electronic mailbox or personal profile created on the resource of the third party and used by the User together with the login for access to the Website, such password may be restored by the means provided for by the resource of said third party.
- 4.4. The User agrees and understands that the Administration reserves the right to terminate access to the User's Account (as well as to any account additionally created by the User within the framework of the Service) at any time without prior notice to the User, as well as take any other measures of limitation of access to the Website/Service.
- 4.5. Access to the Account may be terminated for the following reasons: a) violation of provisions hereof and/or agreements for certain Services b) at the relevant request of government authorities pursuant to applicable laws c) a long period of failure to use the account d) due to unforeseen problems of a technical nature or circumstances related to security; e) for any violations in use of the Website/Services f) for other reasons which the Website Administration considers reasonable and necessary, including for the reasons of provision of security for functioning of the Website or certain Service.
- 4.6. The User shall agree that the Administration reserves the right to terminate servicing of a User's account (to remove the Account) which had not been used by the User for the period established in the rules for using the Website/relevant Service.
- 4.7. The User shall be entitled to reject use of his/her account applying a special interface for its removal, provided that such a function set is implemented by the Administration.
- 5. Conditions and Procedure for Processing of the User's Account Data
- 5.1. Placing the personal data when registering the Account on the Website (account within the framework of a separate Service), the User shall express consent for processing of the User's data by the Administration. Detailed means, aims and terms for processing of the User's data, as well as other conditions of their use, are stated in a separate document regulating the procedure for using of the Users' data (Privacy Policy) posted on the Website page at <a href="https://adprofex.com/doc/privacy\_policy.pdf">https://adprofex.com/doc/privacy\_policy.pdf</a>.
- 5.2. The User shall agree that, within the framework of certain Services, in which is provided creation of a personal profile of the User, the User's data may be posted on a separate page containing the profile information. The User's data posted in the profile shall be deemed generally available from the moment of its posting. The User shall be entitled to limit access of third parties to the data contained at the personal profile page using the profile settings available for the User.

- 5.3. The purpose of processing of the User's data consists, including without limitation, in provision of the latter with the opportunity of full-scale use of the Website/Services, implementation of advertising campaigns, provision of targeted advertising and Services, carrying out of statistical studies and analysis of the obtained statistical data, as well as taking any other actions necessary for the proper provision of functional options of the Website/Services.
- 5.4. The User's data shall be processed from the moment of registration of the User (Account creation) and up to the moment of its removal, irrespective of the reasons for such removal. Terms for data storage are specified in the Privacy Policy.
- 5.5. The User shall agree that upon the processing of data the Administration shall be entitled to take the following actions with the data: collection, arrangement, accumulation, storage, use, transfer to third parties (including transfer of impersonalized statistical data), destruction and other actions necessary for the purposes of performance of the Terms of service and agreements for certain Services.
- 5.6. In the User's access to the Website/Services cookies technology may be applied for the purpose of automated authorization of the User on the Website/Service, as well as for collection of statistical data, in particular on traffic ranking of the Website/Services.
- 5.7. The User shall be entitled to limit or prohibit use of cookies technology by application of the relevant settings of the browser.
- 5.8. The Administration shall be entitled to provide the User with an option to transfer data to third parties using special technologies (Open ID, etc.) provided that the User agrees with such transfer. In this regard the Administration shall not guarantee to the User the completeness and correctness of transfer of the account data and shall not be liable for data safety during transfer.
- 6. Terms and Conditions of Posting and Use of Content, Rights of the Website Administration to remove Content.
- 6.1. To Post Content on the Website, the User grants to the Website Administration and/or the Administration Partners and/or other Users a free non-exclusive license (with the right of sub-license), the right to use this Content during an unlimited period for the relevant Content all over the world in any ways required within the framework of the Services, particularly, paid ones, including without limitation, bringing to general notice, review, reproduction, translation and processing.
- 6.2. Use by the User of the Content posted on the Website/within the framework of the Services by the Administration, Administration Partners, and other Users shall be allowed within the framework of the function set of the Website/Services with observance of any permits and limitations which may be established by the rights holder, provided that the author marks (copyright) or other author information are protected, and the name of the author is kept unchanged.
- 6.3. The User shall not be entitled to download or otherwise bring to public notice (publish on the Website) Content and other results of the intellectual activity of the Users, Administration, Administration Partners and other persons who are the rights holders, in the

absence of the obvious consent of the rights holder and/or the required extent of the rights for such actions.

- 6.4. The Administration shall reserve the right, at its own discretion and without prior notice to the User and without explaining the reasons, to moderate (filter) or remove any information (materials) published by the User, including information (materials) violating the prohibitions established by the relevant sections hereof (as well as any other prohibitions and requirements contained in the applicable laws), including private messages and comments, to suspend, limit or terminate access to any Services at any time for any reason or without giving reasons, with prior notice or without it, not being liable for any damage which may be caused to the User by such action.
- 6.5. In the case of the appearance on the Website or a certain Service of Content which, in the opinion of the User (rights holder), violates or may violate, or, without consent of the User, affects its copyright and/or associated rights, the User shall be entitled to address the Website Administration by forwarding a statement on the violation to the e-mail of the support service, observing the requirements imposed by the Website Administration on such messages. These requirements shall be imposed on the applicant by the Website Administration for the purposes of the efficient response of the Website Administration to the availability on the Website or certain Services of the Content probably violating the rights of the User (rights holder) and for the purposes of exclusion of violation of the rights of other Users in the instance that the Website Administration takes measures for suppression of a possible violation.

The statement of the applicant to the Website Administration on the possible violation of his/her rights shall contain the following:

- precise link to the content location (url address);
- confirmation of the applicant that he/she is the rights holder as to the works stated, or his/her authorized representative;
- any other information confirming the fact of violation.

In the case that the Content is in video or audio format, the statement shall contain the full initial title of the works, the rights to use of which belongs to the applicant, as well as the title of the works it is posted under on the Website or a certain Service.

Within the framework of processing the statement, the Website Administration shall reserve the right to request additional information and documents.

Upon receipt of the information volume necessary for establishment of the fact of violation, the Website Administration shall take prompt measures for locking and removal of the illegal Content.

All statements shall be sent to the Website Administration through the specially provided and available on the Website or certain Services means of sending the notices on the possible violation

6.6. If within the framework of the Website or certain Services the User reveals that the Content posted by other users is obscene or abusive, the User shall be entitled to address the Website Administration, using the means available for the User, with a request of removal of

such Content. However, the User shall agree that the Website Administration shall not be liable for Content which, in the User's opinion, is obscene or abusive.

- 7. Rights and Obligations of the Website Administration
- 7.1. The Website Administration has all necessary rights to the Content of the Administration (including in respect of the software for computers on the Website, databases, information materials, graphics being the elements of the User's interface, etc.), trade name, trade marks (service marks), logotypes and other distinctive marks of the Website Administration.
- 7.2. The technology and software underlying the Website and/or Services is the property of Administration, Administration Partner, and Administration's affiliates and partners (the "Technology"). User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Technology.
- 7.3. The Website Administration shall carry out current management of the Website/Services, determine their structure, interface, permit or limit the access of the Users to the Website/Services, and exercise other vested rights.
- 7.4. Some of the Services shall be administered directly by the Administration Partners, without participation of the Website Administration, due to which the Website Administration provides Users with only the technical opportunity for their use (access to the Service).
- 7.5. As to provision of the option of interrelation among Users, including provision of Users with the opportunity to independently take any actions within the framework of the Website/Services, the Website Administration shall be the party which has only organized the technical option of such interrelation, and the transfer, storage and provision of access by means of the Internet to the information, graphics and other materials provided by the Users related thereto shall be carried out without change of such materials or influence thereon by the Administration.
- 7.6. The Website Administration shall solve the problems of the procedure for posting of advertising, participation in partner programs, etc. in the Website/within the framework of the Services.
- 7.7. The Website Administration shall be entitled to:
- 7.7.1. at any time change the interface of the Website, its content, list of Services, change and add used scripts, software, Administration Content and other objects used or kept on the Website, and any server applications, with notification to the User or without it;
- 7.7.2. without giving any reasons and without notice remove any Content, including Content which, in opinion of the Administration, violates and/or may violate applicable laws, provisions hereof or any agreement for a separate Service, rights of other Users or the third parties, cause losses thereto or endanger safety;
- 7.7.3. at its discretion remove any information (including private messages of a User, comments to the photos of a User, statuses, other information and materials), including information posted by a User on the Website/within the framework of the Services in violation of the applicable laws or the provisions hereof;

- 7.7.4. suspend, limit or terminate access of the User to all or any of the sections of the Website/Service, with prior notice or without it;
- 7.7.5. at its discretion remove the User's Account, including in case of taking by the User of the actions violating the applicable laws or the provisions hereof;
- 7.7.6. provide Users with access to the paid functional options of the Website/Services. The cost, manner and terms for access to the paid functional options are set forth in the relevant sections of the Website and/or the relevant Service. The services of the Administration Partners shall be rendered in accordance with the relevant agreement concluded by the Administration Partner and the User;
- 7.7.7. mail out messages to the Users (including e-mail messages, SMS messages, etc.) which are messages on introduction of new or cancellation of former services, approval and publishing of the new edition of the Terms of service or the agreement for a certain Service, as well as those containing advertising information on the Administration Services and the Administration Partners' Services.
- 7.7.8. Mail out messages to Users containing advertising of goods or services of the third parties shall not be carried out without prior consent of the Users.
- 7.7.9. The Administration shall not deal with consideration and settlement of the disputes and conflict situations arising out between the Users, as well as between the User and the Administration Partner when using the User of the Administration Partner Service, but, at its own discretion, may assist in settlement of the conflicts which have arisen. The Administration shall be entitled to suspend, limit or terminate access of a User to the Website/Services in case of receipt from other Users of reasoned complaints for improper conduct of the User on the Website.
- 7.7.10. The Website Administration shall reserve the right to concede its rights and obligations hereunder to any third party at its own discretion, having notified the User in the ways specified herein. Your rights and obligations hereunder shall be deemed transferred to the Website Administration at the moment of posting of the relevant notice.
- 8. Rights and Obligations of the User
- 8.1. The User shall be entitled to:
- 8.1.1. arrange settings of the Account, change the password for access to the Account, as well as take other actions provided to the User by the functional options of the Website/Services;
- 8.1.2. obtain access to the paid functional options of the Website/Services;
- 8.1.3. take other actions related to using the Website/Services not prohibited by the applicable laws.
- 8.1.4. Any rights not expressly granted to User herein are reserved by Administration an/or Administration Partners, as applicable.
- 8.2. The User shall:

- 8.2.1. observe the terms and conditions hereof and the agreements for certain Services, as well as the statutory provisions of the applicable laws;
- 8.2.2. take necessary measures for ensuring the confidentiality of account data (login and password) used for access to the Account, and make sure the password is not saved in the browser (including when using cookies technology) in case of possible use of the computer by other persons;
- 8.2.3. if such an option is provided for by the functions of the Website/Service, not post photos on which there are persons other than the User, without their prior consent, except for cases where such consent is not required in accordance with the law;
- 8.2.4. notify the Website Administration as regards all cases of actions taken in respect of the User which may be considered as abusive, humiliating, discrediting, etc.;
- 8.2.5. from time to time independently read the content of the Terms of service and the agreements for certain Services and monitor the amendments made thereto.
- 9. The User shall be Prohibited from
- 9.1. collecting personal data of other Users;
- 9.2. use of any automatic or automated means for collection of the information posted on the Website/within the framework of the Services:
- 9.3. carry out propaganda or agitation provoking the social, race, national or religious hatred and enmity, propaganda of war, social, racial, national, religious or language superiority;
- 9.4. post on the Website/within the framework of the Services or send by Private messages information of limited access (confidential information) of third parties, if the User does not have sufficient rights by authority of the law or a contract for disclosure of this information;
- 9.5. post, reproduce, copy, process, distribute, and publish on the Website/within the framework of the Services, bring to the public notice, download, transfer, sell or otherwise use in full or in part the Content of the Administration, Administration Partners, other Users and the third parties without their prior consent, except for the cases established hereby or the agreements for certain Services, current applicable laws, as well as the cases when the right holder expressly stated its consent for free using of its own Content by any person;
- 9.6. in downloading music, video or other Content on the Website/Service, as well as otherwise posting the Content on the Website/Services, the User shall confirm that he/she has all the rights required, including the right to bring to the public notice that such posting does not violate and will not violate the rights and legal interests of the rights holders and third parties, and that all necessary permits and consents of the relevant rights holders and third parties have been properly and obviously obtained for that. If the User does not have the required rights and/or the consent of the rights holder, it shall be prohibited to post the Content on the Website. The User shall agree that, downloading Content on the Website, the User shall provide access thereto for the other registered Users by default. The Website shall be only a means which allows the User to carry out access and communication/bringing the Content to the public notice. Within the framework of the measures taken by the Website Administration for suppression of violation by the users of the rights of the rights holders and prevention from distribution of false information, the Administration shall be entitled to

demand submission of evidence that the User has the required volume of rights for use of the Content (works) on the Website/within the framework of the Service. Up to receipt of such confirmation the specified works may be blocked;

- 9.7. post on the Website/within the framework of the Services in public access (on forum, comments and/or statuses) or send by private messages text messages, graphics and other materials the content of which is abusive for other Users or other persons, or may be considered as such, as well as messages, images and other materials discrediting the Users or other persons, contains threats, appeals to violence, taking illegal actions, antisocial, or immoral deeds, as well as taking any other actions contradicting the principles of public order and morality;
- 9.8. post on the Website/within the framework of the Service messages, graphics or other materials (including those not reflecting the actual situation), the posting of which causes or may cause loss to the honor, dignity and business reputation of an individual or the business reputation of an organization;
- 9.9. post on the Website/within the framework of the Services messages containing swear words and expressions, post on the Website/within the framework of the Services materials of an erotic and/or pornographic nature or the hypertext links to Internet websites containing such materials;
- 9.10. post on the Website/within the framework of the Services information propagandizing suicide, containing description of the means of suicide and any instigation to commit thereof;
- 9.11. post on the Website/within the framework of the Services information related to occults subject and activity (magic, fortune telling, Satanism, love spells, spells, wizardry, rituals, astrology, horoscopes, etc.);
- 9.12. post on the Website/within the framework of the Services advertisements and other information on narcotic and psychotropic substances, including information on distribution of drugs, formulas of their manufacture and advice on their consumption;
- 9.13. post on the Website/within the framework of the Services information violating the rights of minor persons;
- 9.14. post on the Website/within the framework of the Services information of a fraudulent nature;
- 9.15. post on the Website/within the framework of the Services personal data, including the contact data of other Users or other persons without their prior consent;
- 9.16. specify when registering the Account, or afterwards input the information on himself/herself known to be false or fictional, for the purpose of pretending to be another User and mislead the Users;
- 9.17. post on the Website images of other persons or fictional personages, images of animals, things, abstract images and personal photos, as well as any other graphic images, not being the photos of the User posting these images;
- 9.18. register more than one User Account for one individual person;

- 9.19. post on the Website/within the framework of the Services in public access without prior consent of the Administration, transfer by private messages without prior notice of the User text messages, graphics and other materials containing advertisements;
- 9.20. take actions focused on destabilization of functioning of the Website/Services, make attempts at unauthorized access to the management of the Website/Services or the Private Sections (the sections access to which is allowed only for the Administration), as well as take any other actions of the same kind;
- 9.21. carry out unauthorized access to other Users' Accounts by guessing and input of the password, as well as take attempts of such access;
- 9.22. effect mail-out of spam the mailing out of commercial, political, advertising and other information (including hyperlinks referring to the Internet websites with such information and/or to the Internet websites containing scumware) in the private messages, comments, forum messages, etc., if the recipient Users do not express their consent to receive such information;
- 9.23. use the Website/Services for the purposes of search of debtors or for other purposes of such kind;
- 9.24. post on the Website information promoting the advertisement of tobacco and tobacco products, drugs, narcotic substances, strong and low-alcohol beverages;
- 9.25. post on the Website other information which, in the opinion of the Website Administration does not comply with the policy and aims of the Website creation;
- 9.26. violate the requirements hereof and the agreements for certain Services and the statutory provisions of the applicable laws.
- 10. Guarantees and Liability of the Parties
- 10.1. The User shall guarantee that posting thereby on the Website/within the framework of the Services or sending by private messages of the information, Content, other results of intellectual activity protected by law, their parts or copies, as well as other materials, does not violate anybody's rights and legal interests.
- 10.2. In case of claims from the third parties due to violation by the User of the terms and conditions hereof, to the extent of posting of the information and/or the Content of the third parties, the Website Administration shall be entitled to submit the available User's contact information within the framework permitted by the law to the persons applying with the claims, for the purposes of settlement of the occurred disagreements.
- 10.3. The User shall be personally liable for any Content or other information which he/she downloads on the Website/Services or otherwise communicates to the public on the Website or with its help. The User shall independently settle the claims of the third parties related to illegal posting of Content and information.
- 10.4. Hyperlinks to any website, product, service, any information of commercial and non-commercial character posted on the Website/within the framework of the Services or sent by the Users in the messages shall not be approved or advised on these products (services) on

the part of the Administration. The Administration shall not be liable for the loss caused to the User as a result of following such hyperlinks.

- 10.5. Following the Websites of the third parties, installation of applications and consumption of the services of the third parties shall be carried out by the User at his/her own risk. The provisions hereof shall not be applied in respect of the relations of the User and the third parties.
- 10.6. Providing the User with the technical opportunity to use the Website, the Website Administration shall not participate in formation of the User's Account content and downloading of Content by the User, and shall not effect control over the User's actions.
- 10.7. The Website Administration shall not carry out and does not have the technical capability to carry out preliminary moderation of the information and Content of the Users and shall not be liable for Content posted by the User.
- 10.8. The Website Administration shall not be liable for possible breakdowns and interruptions in the Website operation and the information loss caused thereby, but shall take all possible efforts depending on the Administration in order to avoid the aforementioned. The Administration shall not be liable for any loss to the computer of the User, to the mobile device, or to any other equipment or software caused or related to using of the Website/Services or the websites available through the hyperlinks posted on the Website/Services.
- 10.9. The Administration shall not be liable for password attacks of third parties and any actions taken thereby using the User's Account.
- 10.10. The Website Administration shall not be liable for any loss, including the lost benefit or the damage caused in relation to using of the Website/Services, Content or other materials to which the User or other persons have obtained access with the help of the Website, even if the Website Administration has warned or mentioned the possibility of infliction of such loss or damage.
- 10.11. The Website Administration shall not be liable for any loss which may be caused to the User, including the loss of the data, removal of the Account, Content or termination of functioning of the Website/Service, taking all possible efforts depending on the Administration to exclude or lower the risk of adverse consequences.
- 10.12. The Administration shall not participate in settlement of the conflicts arising between Users, as well as between a User and the Administration Partner. The Administration shall not be liable for failure to render or improper rendering of the services to the User by the Administration Partner, or for the User's failure to obtain the expected results from use of the Administration Partner Service.
- 10.13. The User shall be liable for illegal actions taken using the User Account, as well as in relation to posting of Content using his/her Account on the Website, User Profile, on the Personal Pages of other Users, forums, comments and in other sections of the Website/Services.
- 10.14. For violation of the provisions hereof or the agreements for certain Services access of the User to the Website, certain sections of the Website and/or the Services may be limited,

suspended or terminated for an indefinite term. Access may be restored upon the relevant written application of the User at the discretion of the Administration.

# 11. Indemnity and Release

11.1. User agrees to release, indemnify and hold Administration and the Administration Partners harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to User's use of the Website and/or Services, any User Content, User's connection to the Website and/or Services, User's violation of these Terms of Use or User's violation of any rights of another.

### 12. Disclaimer of Warranties

- 12.1. USER'S USE OF THE WEBSITE AND/OR SERVICES IS AT USER'S SOLE RISK. THE WEBSITE AND/OR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ADMINISTRATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 12.2. ADMINISTRATION MAKES NO WARRANTY THAT (I) THE WEBSITE AND/OR SERVICES WILL MEET USER'S REQUIREMENTS, (II) THE WEBSITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY USER THROUGH THE SERVICE WILL MEET USER'S EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED.
- 12.3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE AND/OR SERVICES IS DONE AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR EQUIPMENT OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ADMINISTRATION OR THROUGH OR FROM THE WEBSITE AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.
- 12.4. ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR YOUR CHILDREN. ADMINISTRATION DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES OR INFORMATION FOUND ON THE WEBSITE AND/OR SERVICES AND, THEREFORE, ADMINISTRATION SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE WEBSITE AND/OR SERVICES AND ANY OTHER ACTIONS RESULTING FROM USER'S PARTICIPATION IN THE WEBSITE AND/OR SERVICES.

## 13. Limitation of Liability

- 13.1. USER EXPRESSLY UNDERSTANDS AND AGREES THAT ADMINISTRATION AND/OR THE ADMINISTRATION PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADMINISTRATION AND/OR THE ADMINISTRATION PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE WEBSITE AND/OR SERVICES: (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR PURCHASED OR OBTAINED OR MESSAGES RECEIVED **SERVICES** TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE AND/OR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE AND/OR SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR SERVICES. IN NO EVENT SHALL ADMINISTRATION'S AND/OR THE ADMINISTRATION PARTNERS'S LIABILITY TO USER FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED 100 EURO)
- 13.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THE WEBSITE AND/OR SERVICES OR WITH THESE TERMS OF SERVICE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE AND/OR SERVICES.

## 14. Final Provisions

- 14.1. The Terms of service and agreements for the certain Services shall become effective from the moment of acceptance thereof. Conditions of joining (acceptance) to the Terms of service and agreements for the certain Services are contained in this Terms of service.
- 14.2. These Terms of service and agreements for the certain Services may be modified by the Administration without any prior notice. Any alterations to the Terms of service unilaterally made by the Website Administration shall become effective from the day following the day of publishing of such alterations on the Internet Website/on the pages of the relevant Services. The User shall undertake to independently check the Terms of service and the terms and conditions of the agreements for the certain Services with respect to alterations. The User's failure to take the actions on familiarizing himself/herself may not be the ground for failure to fulfill his/her obligations and the User's failure to observe the limitations established hereby and the agreements for certain Services.
- 14.3. The invalidity of one or several provisions hereof and/or the agreements for certain Services admitted in accordance with the established procedure, or by the effective court decision, shall not cause for the Parties invalidity of the agreements as a whole. In case of the admission of one or several provisions invalid in accordance with the established procedure, the Parties shall undertake their obligations there under in the way closest to that implied by the Parties when concluding the agreement and/or agreed change.

- 14.4. These Terms of service and the agreements for certain Services and interrelations of the Parties in connection with their conclusion shall be regulated by the laws of the United Arab Emirates.
- 14.5. All disputes hereunder shall be subject to settlement by means of correspondence and negotiations using obligatory pre-judicial (claim) procedure. In the case that no agreement is reached by the Parties by means of negotiations within sixty (60) calendar days from the date of receipt by the other Party of the relevant written claim, the dispute consideration shall be transferred by any interested party to the court at the location of the Website Administration (with exception of admissibility of a case to any other courts).
- 14.6. For the matters related to performance of the Agreement, please, address to the Administration location at: IFZA Business Park, DDP Premises number 25830-001, Makani Number A1-3641379065, Dubai Silicon Oasis, Dubai, United Arab Emirates.

Only the English version of this document has legal effect. Any translations of this document to other languages are provided for your convenience only