

TERMS OF USE OF LIBERION

PLEASE READ CAREFULLY. These Terms of Use (“Terms”) govern your access to and use of the website located at <https://liberion.com/>, any related mobile or web applications (the “Platform”), and all products and services provided through them (collectively, the “Services”). The Services are operated by Liberion Group S.A., a company incorporated under the laws of Panama, reg. number: 155774188 (the “Company”).

1. GENERAL TERMS AND ACCEPTANCE OF THIS AGREEMENT

- 1.1. A binding agreement between you and the Company is formed when any of the following occurs (each an “Acceptance Event”)
 - 1.1.1. You tick an “I agree” (or similarly worded) checkbox and click a button labelled “Get Code”, “Create Account”, “Continue”, “Accept” or equivalent.
 - 1.1.2. You continue to use the Platform on or after the Effective Date of any updated Terms notified to you in accordance with Clause 3 (Amendments).
- 1.2. By triggering an Acceptance Event, you represent and warrant that you are an Eligible User as specified in Clause 5 (Eligible Users).
- 1.3. 1.2. By triggering an Acceptance Event, you represent and warrant that, before acceptance, you are given a reasonable opportunity to review these Terms and the Privacy Policy. You should print or save a copy for your records. Upon request, we will provide you with an electronic copy of the version in force at the time of your acceptance and, where applicable, a copy of subsequent versions that applied to you.
- 1.4. You agree that acceptance by electronic means has the same legal effect as a handwritten signature to the fullest extent permitted by Applicable Law (including Panama Law 51 of July 22, 2008, which defines and regulates electronic documents, e-signatures, and the provision of technological document storage services, and certification of e- signatures and Regulation (EU) No 910/2014 (eIDAS) and analogous laws). You consent to the use of electronic records and to receive notices and documents by electronic transmission and in-product messaging as described in these Terms.
- 1.5. These Terms are provided in English. If we offer a translation, it is for convenience only and the English version prevails in case of conflict. By accepting, you confirm you understand English sufficiently to review and accept these Terms (or have obtained a professional translation or advice).
- 1.6. If you do not agree to these Terms (or to any updated Terms notified under Clause 3), you must not access or use the Platform. If you withdraw consent to electronic

records/communications, we may be unable to continue providing the Services and may suspend or close your Account in accordance with Clause 22.

- 1.7. You acknowledge and agree that our systems' logs, click-through records, API key issuance, and other audit trails maintained in the ordinary course of business are *prima facie* evidence of your acceptance, instructions and activity on the Platform
- 1.8. Your ongoing relationship is governed by the then-current version of these Terms. Amendments and your acceptance of them (by continued use) are handled in accordance with Clause 3 (Amendments).
- 1.9. The Company can block access or restrict certain features of the Platform for the User in relation to User's place of residence or citizenship, or due to lack of certain KYC documents.

2. ENTIRE AGREEMENT

- 2.1. These Terms (together with any documents or policies expressly incorporated by reference, including the Privacy Policy and any product-specific terms) constitute the entire legal agreement between you and the Company concerning your access to, and use of, the Platform and the Services, and supersede all previous agreements, negotiations, commitments or representations (whether oral or written) in respect of the subject-matter hereof.
- 2.2. You acknowledge that you have not entered into this agreement on the basis of any representation, warranty or other inducement other than as expressly set out in these Terms. Accordingly, to the fullest extent permitted by law, you agree that you will have no remedy in respect of any misrepresentation which is not set out in these Terms.

3. AMENDMENTS

- 3.1. The Company reserves the right to amend or vary these Terms, at any time, including without limitation to reflect changes in the law, regulation, market practice, business strategy or Services offered.
- 3.2. When the Company intends to amend these Terms, the Company will:
 - 3.2.1. Draft the revised Terms and specify the "Effective Date" on which the changes will come into force;

- 3.2.2. Provide you with notification of the upcoming changes by email (to the address registered in your Account) and/or via in-Platform messaging at least three (3) calendar days prior to the Effective Date;
- 3.2.3. Make the revised Terms available on the Platform no later than three (3) calendar days before the Effective Date.
- 3.3. If you continue to use the Platform and/or Services after the Effective Date, you thereby accept and agree to the amended Terms. If you do not agree to the amendments, you must cease using the Platform or relevant Services before the Effective Date and may close your Account in accordance with Clause 22.
- 3.4. Where the Company reasonably considers changes to be of a minor, administrative or non-material nature (for example clarifications, formatting, internal references or typographical corrections), the Company may implement such amendments without providing the full notice period set out in Clause 3.2.2. In such cases, the revised Terms will be published and will become effective at the time stated.

4. DEFINITIONS

4.1. The following definitions and rules of interpretation apply in this Agreement:

“Agreement” or “Terms of Use”	The present Agreement between you (the User) and the Company
“Company”	Liberion Group S.A., a company incorporated under the laws of Panama, reg. number: 155774188
“Account”	A set of protected pages created as a result of the User`s registration on the Platform, using which the User can use Services.
“Virtual Wallet”	A special software functionality available on the Platform and designated for storing of cryptocurrencies. Such Virtual Wallet is a non-custodial nature which means that Company has no control over your funds transferred to such Virtual Wallet. Detailed rules of use of the Virtual Wallet are described in Clause 7.
“Parties”	You (User) and the Company (We).
“Politically exposed person” or “PEP”	Foreign PEPs: individuals who are or have been entrusted with prominent public functions by a foreign country, for example

	Heads of state or Heads of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. Domestic PEPs: individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.
“Privacy Policy”	Rules of collection, storage, distribution and protection of personal data that the Company gets from the Users and that is an essential part of the Agreement which text is available at: https://liberion.com
“Platform”	A group of interrelated web-pages owned and operated by the Company, available on the Internet at: https://liberion.com and special application based on blockchain technology.
“Services”	a. Verification services; b. Access to SNFT-passport c. Seamless authorization on Company`s partners` platforms and websites; d. Access to online marketplace available on the Platform; e. Other services publicly announced by the Company.
“SNFT-passport”	A special software technology developed by the Company and provided to the User through the Platform consisting in creation of NFT based on proof-of-authority technology, zero-knowledge proof of identity technology and designated as a technically maintained proof of identity of the holder of SNFT-passport generated to each particular User who passes the verification procedures available on the Platform.
“User”	An individual capable under personal law natural person or business entity formatted in the appropriate legal form according to local legislation that is eligible to use the Platform in accordance with Clause 5 and has accepted the terms and conditions of the

	present Agreement with the Company. The Company reserves its right to set forth at any time and upon its own discretion special eligibility conditions or other requirements to certain Users.
“User Account Data”	Personal Data necessary to access and use the Platform. The list of collected personal data is available in Privacy Policy.

4.2. In this Agreement unless the opposite is clear from the context the following rules of interpretation apply.

4.2.1. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

4.2.2. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

4.2.3. References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.

4.2.4. A reference to any party shall include that party’s personal representatives, successors and permitted assigns.

4.2.5. All references to a person include firms, companies, government entities, trusts and partnerships or other or unincorporated bodies (whether or not having separate legal personality).

4.2.6. The term “including” does not exclude anything not listed.

4.2.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

4.2.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

4.2.9. A reference to writing or written includes fax and e-mail.

4.2.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

4.2.11. Any words following this Agreement including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following that agreement.

4.2.12. Headings of sections are for convenience only and shall not be used to limit or construe such sections. All the sections in this Agreement shall survive any

termination or expiration of this Agreement. The rest of terms and definitions that can be found in the text of the Agreement should be interpreted by the Parties according to the legislation of the Panama and to the general rules of interpretation of such terms accepted in the Internet network.

5. ELIGIBLE USERS

- 5.1. Age and Capacity. You must be at least 18 years old and have full legal capacity under your applicable law. If you are using the Services on behalf of any entity, you represent that you are duly authorised to bind that entity to these Terms.
- 5.2. Sanctions and Prohibited Persons. You must not access or use the Services if you are, or become: (i) subject to any sanctions, trade embargo or similar restriction; (ii) a resident, citizen, green-card holder or otherwise legally resident in a Restricted Country (as defined below); (iii) incorporated or otherwise organised in a Restricted Country; or (iv) acting on behalf of, or for the benefit of, any of the foregoing.
- 5.3. Restricted Countries. The Company currently prohibits access to the Services by persons located in, or otherwise connected with, the following jurisdictions (the “Restricted Countries”) due to regulatory prohibition or full ban of cryptocurrency operations:
 - 5.3.1. People’s Republic of China (Mainland)
 - 5.3.2. Democratic People`s Republic of Korea
 - 5.3.3. Algeria
 - 5.3.4. Bangladesh
 - 5.3.5. Nepal
 - 5.3.6. Iraq
 - 5.3.7. Tunisia
 - 5.3.8. Afghanistan
 - 5.3.9. Morocco
 - 5.3.10. Any other country where the Platform or Services shall be specifically regulated and where Company in particular moment of time has no such authorization to conduct its activities.
- 5.4. The Company may revise the list of Restricted Countries at its discretion and will publish such changes on the Website. It is your responsibility to ensure you are not resident in, located in, or otherwise connected with a Restricted Country.
- 5.5. If the Company determines (in its reasonable discretion) that you are or may become subject to any sanction, or located in a Restricted Country, it may immediately block or

restrict your access to the Services, suspend withdrawals, close your Account, or take any other action deemed necessary to ensure compliance or mitigate risk.

5.6. Notwithstanding the foregoing, the Company reserves the right to refuse to open, suspend or terminate your Account at any time (and for any reason) without giving you a reason, including if you provide inaccurate or incomplete information, you fail verification, you are beneficially owned by a person in a Restricted Country, or you fail to cooperate.

6. USER ACCOUNT

6.1. The use of the Platform may require You to create an Account (“Account”) on the Platform via <https://liberion.com>. You represent and warrant that all information provided when creating such Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information that would cause the information provided upon the Account’s creation to no longer be current, complete or accurate.

6.2. To open an Account you must:

6.2.1. confirm your acceptance of these Terms and the Privacy Policy by ticking the designated checkbox.

6.2.2. complete the registration form providing your e-mail and clicking the “Get Code” (or equivalent) button.

6.2.3. enter the code sent to your e-mail;

6.2.4. choose a secure password and (where prompted) enable two-factor authentication.

6.3. Before you may access certain Services (including generation of SNFT-passport and access to marketplace), the Company will require you to complete identity verification, including submission of:

6.3.1. a government-issued photo identity document (passport, national ID card or driver’s licence) valid and unexpired.

6.3.2. a proof of address document (such as a utility bill, bank statement or government letter) dated within the last three (3) months.

6.3.3. a selfie or live facial recognition check.

6.3.4. sometimes the Company may propose you to add further documentation evidencing the source of funds/wealth (especially where your trading activity is high risk).

- 6.4. Until verification is completed or satisfactory, your Account may be subject to restrictions specified on the Platform. You may not bypass these restrictions by opening additional Accounts.
- 6.5. Unless the Company agrees otherwise in writing, you may hold only one Account. The Company may refuse or collapse multiple accounts that it suspects are linked or used to circumvent limits or restrictions.
- 6.6. The Account must be created by you in your own legal name (or, if by a corporate entity, by an authorised representative) and is personal to you (or your entity).
- 6.7. If you fail to meet the verification or monitoring requirements, the Company may suspend deposits/trades/withdrawals, freeze your Account, or close the Account entirely in accordance with Clause 22.

7. VIRTUAL WALLET

- 7.1. Upon creation of the Account Virtual Wallet is generated for the User. The user shall save the private key (seed phrase) that is necessary for restoration User's access to the Virtual Wallet. The Company does not hold, control or have access to your private keys, seed phrases, recovery materials, passphrases or hardware security modules; cannot initiate transactions on your behalf; and cannot recover a lost key or reverse any on-chain action. You retain sole legal and practical control of all assets in your Virtual Wallet at all times. The Platform is not a deposit, custody, e-money or payment account service.
- 7.2. The Company may specify which networks, tokens and standards are supported (and may add, suspend or remove support at any time). Display of a token, NFT or network within the interface does not constitute an endorsement or any representation as to its functionality, legitimacy, value, compliance or fitness for your purposes.
- 7.3. You may connect a Virtual Wallet using methods such as browser extensions, hardware wallets or wallet-connect protocols. You authorise the Platform to read public address information and to present transaction or message payloads for your review and signature. You must carefully review every prompt (including contract addresses, methods and parameters) and only approve those you understand and intend to authorise. Specifically you may use your SNFT-passport stored in your Virtual Wallet in order to pass authorisation processes on Company's partners' websites or platforms.
- 7.4. The interface may help you construct transaction data (including destination, transaction amount and any applicable gas fees). Before any transaction is made, you must confirm it using your Virtual Wallet. Once confirmed, the transaction may be executed via the

third-party node provider. The Company provides no guarantee regarding the inclusion, confirmation or any particular ordering of User's transaction.

- 7.5. You are responsible for all network fees (gas) and any third-party protocol fees. Where a smart contract requires prior "approval"/allowance, you are responsible for managing approvals (including setting limited amounts and revoking when appropriate). Any indicative fee estimates or slippage settings shown in the interface are not guarantees.
- 7.6. You are solely responsible for safeguarding your Virtual Wallet, devices, seed phrase, recovery materials and backups; keeping software and firmware up to date; and protecting against malware, phishing and unauthorised access.
- 7.7. You must ensure the correctness of recipient addresses, chain selection, token standard, and any required memo/tag. On-chain transactions are irreversible; the Company cannot retrieve assets sent in error, to an incompatible chain, or to a non-recoverable address.
- 7.8. Where the Virtual Wallet interacts with smart contracts (e.g., DEXs, bridges, staking, NFT marketplaces), you acknowledge those are third-party protocols beyond the Platforms's control even Company's partners available in the marketplace on the Platform. You are responsible for verifying contract addresses and understanding the code and economic/operational risks (including unlimited approvals, re-entrancy, oracle manipulation, or governance changes).
- 7.9. The Company has no obligation to support any fork, chain re-organisation, airdrop, rebase, or other protocol event. Treatment of such events within the interface is at the Company's discretion, and may be unsupported or delayed without liability.
- 7.10. The Company will: (a) exercise reasonable care and skill in providing the non-custodial interface; (b) endeavour to encode and present transactions as configured by you without unauthorised alteration; and (c) use reasonable security measures to protect the Platform's infrastructure. To avoid doubt, the Company does not warrant transaction inclusion, finality, ordering, or that any contract interaction will produce an intended outcome.
- 7.11. You represent, warrant and undertake on a continuing basis that: (a) you are the sole controller and beneficial owner of the Virtual Wallet; (b) you will keep your keys and recovery materials secure and confidential; (c) you understand the operation and risks of the relevant networks and contracts; (d) you will verify all addresses, parameters and approvals; (e) your use is lawful and not prohibited; and (f) you will pay all network and protocol fees.

8. SNFT-PASSPORTS

- 8.1. In order to provide you with SNFT-passport feature of the Platform the Company ensures the verification services available on the Platform. The verification processes consists of several stages on which your SNFT-passport generated on the Platform will be written with special information about your verification status. Such stages includes:
- 8.1.1. Liveness verification. You will complete an automated anti-spoofing and liveness check (e.g., short video/selfie sequence). You must follow all on-screen instructions, ensure adequate lighting and unobstructed facial visibility, and not use masks, overlays, recordings, “deepfakes” or similar circumvention tools.
 - 8.1.2. Government ID verification. You will capture and submit a valid, current government-issued identity document (e.g., passport, national ID) and, where required, a matching selfie/face-match. Documents must be original, unaltered, machine-readable where applicable, and clearly legible in full (all pages/sides).
 - 8.1.3. Supplementary documents. From time to time we may provide you with an opportunity to upload and verify proof of address/residency, proof of name change, source-of-funds/wealth evidence, sanctions/PEP screening information or other items.
- 8.2. You must complete each requested step, answer clarifying questions and supply supplementary materials within the timeframe we specify.
- 8.3. You are responsible for having compatible hardware/software and a stable connection. Use of anonymisation tools that materially impede verification process (including certain VPNs, emulators and automation tools) is prohibited.
- 8.4. We may require you to re-verify periodically, upon document expiry, upon material change to your details, or where some other reasons we believe substantial are arise.
- 8.5. To the extent practicable, the SNFT-passport contains only encrypted and/or hashed metadata or a pointer to off-chain records; we do not intentionally publish your personal data on-chain in plain text. We do not undertake to retain off-chain records for any minimum period and may purge, archive or anonymise them subject to our Privacy Policy and Applicable Law. Generation of SNFT-passport is conditioned on approval, availability of the supported blockchain/network. We do not control blockchain networks and are not responsible for network outages, forks or bugs.
- 8.6. The SNFT-passport is a non-transferable (“soul-bound”) NFT that is all-time stored in your Virtual Wallet. Public blockchains are transparent; possession of the SNFT-passport and certain on-chain interactions may be publicly visible.
- 8.7. The NFT Verification Token is a cryptographic attestation that, at a point in time, you completed Verification with a particular outcome. It is not an identity document,

endorsement or guarantee, and third parties that choose to rely on it do so at their own risk.

- 8.8. We may update or flag the token (including its metadata pointer) if your verification data expires, materially changes, is withdrawn, or if we identify error, fraud, compromise, sanctions risk or other security concerns. Where feasible, on-chain status may reflect revocation or expiry.
- 8.9. You shall not (i) misrepresent the SNFT-passport as a government ID, certificate, licence or our endorsement; (ii) attempt to decrypt, reverse-engineer or tamper with SNFT-passport metadata or associated systems; (iii) transfer or offer to transfer the SNFT-passport; or (iv) use the SNFT-passport in violation of applicable laws or sanctions. You must ensure the Virtual Wallet is controlled solely by you and is not subject to custodial or shared-access arrangements that could compromise security.

9. DISCLAIMERS OF WARRANTIES

- 9.1. The Company is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any transaction made through your Virtual Wallet. No communication or information provided to you by the Company is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. You should consult your legal or tax professional before using the Virtual Wallet. The Company will not be held responsible for the decisions you make to transfer any assets to or from your Virtual Wallet.
- 9.2. Except as expressly provided to the contrary in a writing by us, our Platform and/or Services are provided on an “as is” and “as available” basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our Platform and/or Services, including the information, content and materials contained therein.
- 9.3. We do not warrant that verification procedures (including liveness, face-match, document recognition and fraud/sanctions screening) will be error-free or free of false positives/negatives, or that any third party will accept your verification status or SNFT-passport for any purpose. Biometrics and machine-learning systems can be affected by lighting, device quality, network conditions, presentation attacks and other factors beyond our control.

- 9.4. We do not monitor, audit or control third-party protocols, node providers, wallets, oracles, bridges, ID databases, app stores, marketplaces, cloud providers or telecommunications networks and make no warranty as to their availability, security, legality, correctness, interoperability or fitness. Your use of such third-party technologies is at your own risk and may be subject to separate terms.
- 9.5. You acknowledge that information you store or transfer through the platform may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, protocol changes by third party providers, internet outages, force majeure event or other disasters including third party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. You are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Platform.
- 9.6. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to certain users.

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise required by law, in no event shall the Company, our directors, members, employees or agents be liable for any special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use our services or the company materials, including without limitation any damages caused by or resulting from reliance by any user on any information obtained from the company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to company's records, programs or services.
- 10.2. 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 limitations of this section may not apply to certain users.
- 10.3. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of the Company (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active,

passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of, or inability to use the Platform exceed the least of: (a) the fees paid by you to the company during the 12 months immediately preceding the date of any claim giving rise to such liability; (b) 1000 (one thousand) USD.

- 10.4. The Company is not responsible for any damages caused by delay or failure to perform its obligations under the Agreement in case if the said delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all acts that are regarded as Force Majeure in legal practice.

11. LIMITED RIGHT OF USE

- 11.1. Any use of the Platform in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Platform and may subject you to liability for violations of law. Any attempt by you to disrupt or interfere with the Platform including undermining or manipulating the legitimate operation of any Company's digital product such the Platform is a violation of company's policy and may be a violation of applicable laws.

- 11.2. You agree that you will not, under any circumstances:

- 11.2.1. Engage in any act that the Company deems in its reasonable discretion to be in conflict with the spirit or intent of the Platform, including but not limited to circumventing or manipulating these Terms of Use, our service rules, token sale rules or any other policies.
- 11.2.2. Make improper use of the Company's Services, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel.
- 11.2.3. Use the Platform, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation or in violation of rights of third parties.
- 11.2.4. Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Platform.
- 11.2.5. Use the Platform in order to design or assist in the design of exploits, automation software or any other unauthorized third party software designed to modify or interfere with the Platform.

- 11.2.6. Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Platform (each a “Server”).
- 11.2.7. Organize, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks, mining attacks upon the Platform, or other attempts to disrupt the Platform.
- 11.2.8. Attempt to gain unauthorized access to the Platform, Accounts registered to others or to the computers, Servers, or networks connected to the Platform by any means other than the user interface provided by the Company, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Platform.
- 11.2.9. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive.
- 11.2.10. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- 11.2.11. Make available through the Platform any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Company’s employee.
- 11.2.12. Interfere or attempt to interfere with the proper functioning of the Platform or connect to or use the Platform in any way not expressly permitted by these Terms of Use.
- 11.2.13. Use, facilitate, create, or maintain any unauthorized connection to the Platform, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Platform; or (2) any connection using programs, tools, or software not expressly approved by the Company.
- 11.2.14. Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Platform, or to obtain any information from the Platform using any method not expressly permitted by the Company.
- 11.2.15. Copy, modify or distribute rights or content from the Platform, or Company’s copyrights or trademarks or use any method to copy or distribute the content of the Platform except as specifically allowed in these Terms of Use.

- 11.2.16. Solicit or attempt to solicit personal information from other users of the Platform.
- 11.2.17. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Platform.
- 11.2.18. Upload or transmit or attempt to upload or transmit, without Company's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").
- 11.2.19. Publicly disseminate information about the types and methods of violations of these Terms of Use and Privacy Policy, as well as publicly call for violation of these Terms of Use and Privacy Policy.
- 11.2.20. Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.
- 11.2.21. Register and use to access to the Platform or Services more than one account. In case if there are reasonable grounds to believe that you have registered or are using more than one Account, the Company has the right to restrict, suspend, terminate, modify or delete any and all accounts associated with you.
- 11.2.22. Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to order any Services or for any other purposes.

12. LINKING TO THE PLATFORM

- 12.1. Linking to the Platform is permitted provided that you comply with these rules. You may link to the home page of the Platform or to any other page of this Platform. However, you are not allowed to use in-line linking or framing. You must not imply that the Company endorses or sponsors the linker of its Platform, products or Services. You must not use Company's intellectual property including but not limited to trademarks, trade name, copyright without permission from the Company. Furthermore, you agree to remove the link at any time upon our request.

13. THIRD PARTY MATERIALS

13.1. In order to use this Platform and/or Services, you may need to obtain and/or use certain third-party products (i.e. Device), services and/or materials (“Third Party Materials”). Third Party Materials are (i) not licensed hereunder; (ii) not under Company’s control or license; and (iii) subject to the applicable licenses and respective terms and conditions of such third parties which you need to enter into prior or subsequent to the installation and/or use of the Third Party Materials and prior to the effective use of this Platform and/or Services. Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed as to grant You any rights or licenses with regard to such Third Party Materials or to entitle You to use such Third Party Materials.

14. INTELLECTUAL PROPERTY

14.1. You hereby expressly agree that all rights, title, and interest in and to all intellectual property rights, including, without limitation, patents, copyright, trademark, trade secrets and all other related proprietary rights in this Platform are vested in the Company and/or its licensors and the Company and/or its licensors are the sole and exclusive owners thereof. All rights in the Platform not expressly granted herein are reserved. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Platform, its products or Services except as expressly authorized herein. Except as otherwise provided, the Content published on this Platform may be reproduced or distributed in unmodified form for personal non-commercial use only. Any other use of the Content, including without limitation distribution, reproduction, modification, display or transmission without the prior written consent of the Company is strictly prohibited. All copyright and other proprietary notices shall be retained on all reproductions

14.2. The Company hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names or other intellectual property interests of third parties. All intellectual property interests of third parties listed above are the properties of their respective owners. Third-Party Materials are the properties of their respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.

14.3. If you upload, submit or make available any content, data, materials, reviews, ratings, screenshots, suggestions, testimonials or similar (collectively, User Content),

you grant the Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, transferable and sublicensable licence to use, host, store, reproduce, adapt, modify, transcode, create derivative works from, translate, publish, distribute, publicly perform and display the User Content in any media and by any means, for the purposes of operating, providing, securing, improving and promoting the Platform and our business (including for training and evaluation of our fraud-prevention and quality-assurance systems). We may edit User Content for length, clarity or compliance, provided we do not materially distort its meaning.

14.4. You represent and warrant that: (a) you own or lawfully control all rights in the User Content and have all necessary permissions to grant the licence above; (b) the User Content is accurate, lawful and does not infringe any third-party rights (including privacy, publicity, copyright, database or trademark rights); (c) the User Content does not include personal data of any other individual without that person's lawful consent, confidential information of others, or malicious code; and (d) your submission complies with Applicable Law and these Terms.

14.5. To the extent permitted by Applicable Law, you waive and agree not to assert any moral rights (including rights of attribution and integrity) in the User Content against the Company and its sublicensees. Where a waiver is not permitted, you agree not to enforce such rights in a manner that would interfere with the licence granted above.

14.6. We may (but are not obliged to) review, monitor, refuse, remove, disable access to or modify any User Content at any time where we reasonably consider it necessary for legal, regulatory, security or policy reasons. We do not undertake to store or back up User Content.

14.7. You shall defend, indemnify and hold harmless the Company and its affiliates, officers, directors, employees and agents from and against any and all claims, losses, liabilities, penalties, fines, costs and expenses (including reasonable legal fees) arising out of or in connection with the User Content or our use of it in accordance with these Terms.

14.8. If you provide comments, ideas, enhancement requests, recommendations, bug reports or other feedback relating to the Platform and/or Services (Feedback), you grant the Company a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable and sublicensable licence to use, copy, modify, create derivative works from, exploit and commercialise the Feedback without restriction or obligation to you, including without attribution or providing any compensation. We may already be developing similar ideas internally or receiving similar feedback from others.

15. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

- 15.1. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company the written information specified below:
- 15.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - 15.1.2. A description of the copyrighted work that you claim has been infringed upon;
 - 15.1.3. A description of where the material that you claim is infringing is located on the Platform;
 - 15.1.4. Your address, telephone number, and e-mail address;
 - 15.1.5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - 15.1.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- 15.2. Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

- 16.1. This Agreement shall be governed, construed, and enforced in accordance with the laws of Panama.
- 16.2. The Parties will tend to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has some claims should send a notification to the other Party describing the arisen claims and/or differences. In case of no agreement during negotiations, the Party shall send a claim to the other Party. The party receiving the claim is obliged to respond in writing to it within 10 (ten) days from the date of receipt.
- 16.3. Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or

termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

16.4. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

17. INDEMNIFICATION

17.1. You hereby agree to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use, including without limitation infringement by user materials of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy.

18. ASSIGNMENT

18.1. The Company may assign, transfer or delegate these Terms of Use or the fulfillment of any of its obligations pursuant to these Terms of Use and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign, transfer or delegate any rights or obligations under the Terms of Use or Privacy Policy without Company's prior written consent, which may be withheld in its sole discretion, and any unauthorized assignment and delegation by you is void and ineffective.

19. SEVERABILITY

19.1. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants and restrictions set forth herein shall remain in full

force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

20. NOTICES

- 20.1. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email. The Users official email for communication shall be deemed the email specified by the User during the creation of Account. The language of the communication shall be English.

21. PRIVACY POLICY AND PERSONAL INFORMATION

- 21.1. The Company has developed a Privacy Policy that governs the use and protection of User's private information according to the applicable laws and good practices. The full text of the Privacy Policy is made available on the Platform and can be accessed at: bizonex.com.
- 21.2. Despite all the security measures implemented by the Company, the User acknowledges that there are certain risks of the Company being attacked by electronic means in order to obtain private information and that the Company cannot guarantee full protection.

22. TERM AND TERMINATION

- 22.1. The term of these Terms of Use ("Term") shall take effect upon your acceptance in accordance with Clause 1 (General terms and acceptance of this Agreement) and shall continue in perpetuity unless otherwise terminated by the Company by written notice. The Company expressly reserves the right to change, suspend or discontinue all the Platform or portion thereof, at any time, and may terminate your use of the Platform at any time. Without prejudice to any other rights, these Terms of Use will terminate automatically if you fail to comply with any of the limitations or other requirements

described herein. Upon any termination or expiration of these Terms of Use, you must immediately cease using the Platform including without limitation any use of Company's trademarks, trade names, copyrights and other intellectual property.

22.2. Without limiting our other rights or remedies, we may restrict, suspend or terminate your Account or access to all or any part of the Platform and the Services, remove or delay hosted content, and take technical and legal steps to prevent access if we reasonably believe that you: (a) have breached these Terms; (b) are engaging in actual or suspected unlawful or improper use; (c) create risk or potential legal liability for the Company; (d) infringe third-party intellectual property rights; or (e) act inconsistently with the letter or spirit of these Terms or our policies. In appropriate circumstances and at our sole discretion, we may suspend or terminate the Accounts of users who are repeat infringers of third-party intellectual property rights. You acknowledge that termination or limitation may result in the loss of access to your Account and to any benefits associated with your use of the Platform, and we have no obligation to compensate you for such loss.

22.3. The Company reserves the right to stop offering and/or supporting the Platform or part of the Platform at any time either permanently or temporarily, at which point your license to use the Platform, or a part thereof will be automatically terminated or suspended.

22.4. Upon termination or expiry of these Terms or your Account: (a) your right to access and use the Platform and the Services ceases immediately; (b) we may disable your access to the Platform or any part of it, including any content submitted by you or others; (c) you remain responsible for any obligations accrued prior to termination; and (d) we may retain or delete information as required or permitted by law and our policies. We are under no obligation to maintain, export, return or provide continued access to any content after termination, except as required by Applicable Law.

22.5. You must immediately cease all use of the Platform and the Services on termination. Any provisions which by their nature are intended to survive (including, without limitation, ownership provisions, disclaimers, limitations of liability, indemnities, and dispute resolution) shall survive termination or expiry of these Terms.