

## **TERMS OF USE OF PORTAL**

THIS AGREEMENT GOVERN YOUR RELATIONSHIP WITH EUROASIAN RAIL STRING SYSTEM HOLDING V LTD. AND USE OF PORTAL AVAILABLE ON BUYSWS.COM AND/OR SELLSWS.COM ("PORTAL") AND ANY DOMAINS INCLUDED WITHIN THIS PORTAL PROVIDED TO YOU BY THE COMPANY. YOU MAY USE THIS PORTAL ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS PORTAL. USING THIS PORTAL INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS ("TERMS OF USE"), DO NOT USE THIS PORTAL.

BEFORE YOU PUT A CHECKMARK AT THE "I AGREE WITH THE TERMS OF USE" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I AGREE WITH THE TERMS OF USE" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE TERMS OF USE, CLICK THE "CANCEL" BUTTON AND YOU WILL NOT BECOME A PARTY TO THESE TERMS OF USE.

### **GENERAL TERMS AND ACCEPTANCE OF THIS AGREEMENT**

1. The Company makes this Portal including all information, graphics, documents, text, products and all other elements of the Portal and all products offered on this Portal, available for your use subject to the terms and conditions set forth in this document and any additional documents available at the Portal. By accessing and using this Portal or clicking a checkmark at the "I agree with the Terms of Use" button and pressing "Next" button you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Portal and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Portal. If you do not agree to any additional specific terms or to particular transactions concluded through this Portal, then you should NOT use the part of the Portal, which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

2. The Company can block access or restrict certain features of the Portal for the User in relation to User's place of residence or citizenship, or due to lack of certain KYC documents.

## ENTIRE AGREEMENT

3. These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Portal. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with the Company for the Portal or for any other Company's product or SWS Tokens or otherwise. In the event of any conflict between these Terms and any other agreement you may have with the Company, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

## AMENDMENTS

4. These Terms of Use may be amended by the Company upon notice given by one or more of the following means: through the Portal at or after you login to your Account, by the email communication to the address provided by you when you create your Account, or by written mail communication to the address on record for your Account. Failure to provide or maintain accurate or current contact information by you will not release you from responsibility to comply with these Terms of Use as amended from time to time. Please check the Terms of Use published on this Portal regularly to ensure that you are aware of all terms governing your use of this Portal. In addition, specific terms and conditions may apply to specific content, products, materials, or information contained on or available through this Portal (the "Content") or transactions concluded through this Portal. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

## DEFINITIONS

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

<b>«Agreement» or «Terms of Use»</b>	The present Agreement between You (user) and the Company
<b>«Company»</b>	Euroasian Rail String System Holding V Ltd.
<b>«Account»</b>	A set of protected pages created as a result of the User registration on the Portal, using which the User can open a virtual wallet, purchase SWS Tokens.

«KYC/AML Policy»	Program on prevention of laundering of money derived from criminal activity and financing of terrorism, which constitutes an essential part of the Agreement which text is available at Portal.
«Cryptocurrency» or «virtual currency»	Digital cryptographic representation of assets, represented by Ethereum (ETH), Bitcoin (BTC) and any other type of cryptocurrency.
Virtual wallet	A virtual wallet that can be opened in Account in order to purchase SWS Tokens.
«Parties»	You (User) and the Company (We).
“Politically exposed person” or “PEP”	<p><b>Foreign PEPs:</b> 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.</p> <p><b>Domestic PEPs:</b> 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.</p>
«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 Portal
«Portal»	A group of interrelated websites owned and operated by the Company, available in the Internet via address: <a href="http://buysws.com">buysws.com</a> and <a href="http://sellsws.com">sellsws.com</a> .
«User»	An individual capable under personal law of a natural person or business entity incorporated in the appropriate legal form according to local legislation that is eligible to use the Portal 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 Portal. The list of collected personal data is available in Privacy Policy.

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

a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

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

c) 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;

d) A reference to any party shall include that party's personal representatives, successors and permitted assigns.

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

f) The term 'including' does not exclude anything not listed;

g) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

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

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

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

k) 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.

l) 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 Cayman Islands and to the general rules of interpretation of such terms accepted in the Internet network.

## **RISKS NOTIFICATIONS**

7. Cryptocurrency trading also has special risks not generally shared with official currencies, goods, or commodities in a market. Unlike most currencies that are backed by governments, other legal entities, or commodities such as gold or silver, Cryptocurrencies are a unique type of "fiat" currency, backed by technology and trust. There is no central bank that can issue more currency or take corrective measures to protect the value of Cryptocurrencies in a crisis.

8. Cryptocurrency are unlike bank accounts or accounts at some other financial institutions are entirely uninsured.

9. User acknowledges that there are risks associated with using of the Portal, including but not limited to, the failure of hardware, software, and Internet connections. User acknowledge that Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the the Portal however caused.
10. SWS Tokens may be held by the User in his digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private keys associated with such the User`s digital wallet or vault storing the SWS Tokens will result in loss of such SWS Tokens, access to User`s Account, and/or any initial balances in blockchains created by third parties.
11. Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and different Cryptocurrencies could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of any Cryptocurrency, which could impede or limit their existence, permissibility of their use and possession, and their value.
12. The tax characterization of the Cryptocurrencies is uncertain. The User shall seek his own tax advice regarding the SWS Tokens, which may result in adverse tax consequences for the User, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, and similar taxes, levies, duties or other charges and tax reporting requirements.
13. There may be additional risks that we have not foreseen or identified in our Terms of Use.
14. You should carefully assess whether your financial situation and tolerance for risk are suitable for buying, selling, or trading Cryptocurrency.

## **ELIGIBLE USERS**

15. The following restrictions and conditions apply to the use of Portal and creating and maintaining the Account (as such term defined below):
  - a. You shall not create an account in connection with the Portal (an "Account") if you are under the age of majority to enter into this Agreement (at least 18 years of age) and meet all other eligibility criteria and residency requirements and fully able and legally capable to use the Portal;
  - b. You shall not use the Portal if you are a PEP or any member of a PEP's family or any close associate of a PEP, unless the Company, after being specifically notified in writing that the User is such a person, conducts further due diligence, and determines that You are eligible for use of the Portal;
  - c. You shall monitor your Account to restrict use by minors, and you shall deny access to children and teenagers under the age of 18. You accept full responsibility for any unauthorized use of Portal by minors in connection with your Account. You are solely

- responsible for any use of your cryptocurrency wallet or other payment instrument by minors;
- d. You shall not create an Account if you have already created one Account on the Portal;
  - e. You shall not have an Account if you have previously been removed by the Company from the Portal;
  - f. You shall not use Portal if you are citizen or resident of: Afghanistan, Algeria, Andorra, Australia, Bahamas, Bangladesh, Bolivia, Bosnia and Herzegovina, Botswana, Burma, Burundi, Canada, Cayman Islands, China, Cuba, Egypt, El Salvador, Estonia, France, Germany, Gibraltar, Guyana, Hong Kong, Iran, Iraq, Italy, Japan, Jordan, Korea DPR, Korea, Republic, Kyrgyzstan, Lao, Lebanon, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Mongolia, Nepal, Netherlands, New Zealand, Nicaragua, Nigeria, Norway, Pakistan, Panama, Philippines, Qatar, Samoa, San Marino, Saudi Arabia, Singapore, South Sudan, Sri Lanka, Sudan, Switzerland, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States and depending territories, Vanuatu, Venezuela, Yemen, Zimbabwe and countries or territories or individuals under the sanctions of the United Nations or the European Union or countries where cryptocurrency is prohibited;
  - g. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to any other user or third party;
  - h. You shall not use your Account to engage in any illegal conduct including but not limited to activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. The User represents and warrants that he/she will not use the Portal to assist any other party in such illegal activity; and you shall not use your Account to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Portal's or the platforms underlying code or technical mechanisms; cause damage to the Portal or the Company through any means, including (but not limited to) through the use of malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Portal.
  - i. You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without the Company's written permission;
  - j. You shall not access or use an Account that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without Company's consent.
  - k. Notwithstanding the foregoing, the Company may refuse to provide Portal to any person for any reason or no reason whatsoever.

## **USER ACCOUNT**

16. The use of the Portal may require You to create an Account ("Account") on the Portal. You warrant and represent 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.

## **ACCOUNT CLOSING**

17. Unless stated otherwise by the applicable law, either the Company or User may initiate the closing of Account at any time, without explaining reasons for it.

18. Account shall be closed within 5 (five) business days following the receipt of a respective User's notification. In case the Company has allegations that User's account is involved in suspicious transactions, Account shall be closed within 2 (two) calendar days.

19. The Company is entitled to close Account unilaterally in the following cases:

- a) User has failed to comply with Terms of Use and/or fulfil its obligations before the Company;
- b) User has submitted incorrect and/or false and/or misleading information/documents to the Company;
- c) Signatory right of User's representative has expired;
- d) The Company suspects that User or funds available on Account are related to the laundering of funds derived from criminal activities or terrorism, or funds available on Account are unlawful or operations are made in benefit of PEP.

## **DISCLAIMERS OF WARRANTIES**

20. 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 related to purchase of SWS Tokens. You should consult your legal or tax professional regarding purchasing of SWS Tokens. Before purchasing SWS Tokens, you should conduct your own due diligence and consult your financial advisors before making any investment decision. The Company will not be held responsible for the decisions you make to buy, sell, or hold SWS Tokens.

21. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US, OUR PORTAL IS 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 PORTAL, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

22. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE PORTAL 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 PORTAL.

23. 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.

#### **LIMITATION OF LIABILITY**

24. 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 PORTAL 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 PORTAL.

25. 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.

26. 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 PORTAL EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY.

27. 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.

#### **LIMITED RIGHT OF USE**

28. Any use of the Portal in violation of these Terms of Use is strictly prohibited and can result in the immediate termination of the Portal and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE PORTAL INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY COMPANY'S DIGITAL PRODUCT SUCH THE PORTAL IS A VIOLATION OF COMPANY'S POLICY AND MAY BE A VIOLATION OF APPLICABLE LAWS.

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

- a) Engage in any act that the Company deems in its reasonable discretion to be in conflict with the spirit or intent of the Portal, including but not limited to circumventing or manipulating these Terms of Use, sale of SWS Tokens rules or any other policies;
- b) Make improper use of the Company's Portal, including, without limitation, by submitting false personal information or using profane and abusive language in your communications with our personnel; or
- c) Use the Portal, 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;
- d) Use exploits, automation software or any unauthorized third party software designed to modify or interfere with the Portal;
- e) Use the Portal 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 Portal;
- f) Disrupt, overburden, or assist in the disruption or overburdening of any computer or server used to offer or support the Portal (each a "Server");
- g) 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 Portal, or other attempts to disrupt the Portal; or
- h) Attempt to gain unauthorized access to the Portal, Accounts registered to others or to the computers, Servers, or networks connected to the Portal 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 Portal;

i) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;

j) Interfere or attempt to interfere with the proper functioning of the Portal or connect to or use the Portal in any way not expressly permitted by these Terms of Use;

k) Use, facilitate, create, or maintain any unauthorized connection to the Portal, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Portal; or (2) any connection using programs, tools, or software not expressly approved by the Company;

l) 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 Portal, or to obtain any information from the Portal using any method not expressly permitted by the Company; or

m) Copy, modify or distribute rights or content from the Portal, or Company's copyrights or trademarks or use any method to copy or distribute the content of the Portal except as specifically allowed in these Terms of Use;

n) Solicit or attempt to solicit personal information from other users of the Portal;

o) 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 Portal; or

p) 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").

q) 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.

r) Publicly disseminate information (correspondence in whole or in part) obtained as a result of communication with the technical support team.

s) Register and use to access to the Portal 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.

t) Use IP proxying or other methods to disguise the region (country) of your current location to circumvent geographical restrictions to gain access to the Portal or for any other purposes.

## **LINKING TO THE PORTAL**

30. Linking to the Portal is permitted provided that you comply with these rules. You may link to the home page of the Portal or to any other page of this Portal. 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 Portal. 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.

## **THIRD PARTY MATERIALS**

31. In order to use this Portal 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 Portal. 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.

## **INTELLECTUAL PROPERTY**

32. 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 Portal 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 Portal 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 Portal, its products except as expressly authorized herein. Except as otherwise provided, the Content published on this Portal 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.

33. 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 Material are the properties of their respective owners. The Company disclaims any proprietary interests in the intellectual property rights other than its own.

#### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

34. 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:

34.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

34.2. A description of the copyrighted work that you claim has been infringed upon;

34.3. A description of where the material that you claim is infringing is located on the Portal;

34.4. Your address, telephone number, and e-mail address;

34.5. 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;

34.6. 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.

35. Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed.

#### **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.

36. This Agreement shall be governed, construed, and enforced in accordance with the law of Cayman Islands.

37. 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.

38. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Riga International Commercial Arbitration Court in Riga on the basis of written documents (written procedure).

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

## **INDEMNIFICATION**

40. 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.

## **ASSIGNMENT**

41. 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.

## **SEVERABILITY**

42. 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.

## **NOTICES**

43. Any notice or other communication under this Agreement shall be in writing and shall be considered given and received when sent by email or by notification at the Portal. 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.

## **PRIVACY POLICY AND PERSONAL INFORMATION**

44. 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 Portal.

45. 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 the private information and that the Company cannot guarantee full protection.

## **TERM AND TERMINATION**

46. The term of this Terms of Use ("Term") shall begin when you start using this Portal 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 Portal or portion thereof, at any time, and may terminate your use of the Portal 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 Portal including without limitation any use of Company's trademarks, trade names, copyrights and other intellectual property.

47. WITHOUT LIMITING ANY OTHER REMEDIES, THE COMPANY MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE PORTAL OR PORTIONS THEREOF IF YOU ARE, OR THE COMPANY REASONABLY SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THIS TERMS OF USE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE PORTAL, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE ACCESS TO YOUR ACCOUNT AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS ASSOCIATED WITH YOUR USE OF THE PORTAL, AND THE COMPANY IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

48. WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE PORTAL AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR PORTAL, AND ITS CONTENT AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE PORTAL IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE

LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

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

50. Termination of your Account can include disabling your access to the Portal or any part thereof including any content you submitted or others submitted.

51. UPON TERMINATION OF THIS AGREEMENT YOU WILL NO LONGER BE AUTHORIZED TO USE THE PORTAL IN ANY WAY.