

Terms and Conditions of Service

Last revised on and effective as of August 1, 2024.

Please read these terms and conditions carefully. PLATFORM2WIN ENTERPRISES LTD ("Company"), a company registered under the laws of Cyprus and having its register address at Arch. Makariou III & 2B Orfeos, 67, office 104, 1070, Nicosia, Cyprus and with company registration number HE 450 820 is the owner of the present web-site and provides the services of the software platform ("Services"). If you do not agree to all the terms and conditions, you do not have any right to use the Services. PLATFORM2WIN ENTERPRISES LTD may modify these Terms and Conditions at any time by posting a notice on the Services, or by sending you a notice via email. You will be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the modified terms. If at any time you do not agree to these Terms and Conditions, you must terminate your use of the Services. You will still remain liable for any obligations incurred or charges accrued on or before the date of termination.

You also agree to sign a separate agreement with the Company where you agree to certain terms and conditions on using Services ("Agreement") and that stipulates the conditions under which the Services are provided.

1. Access to Services

Subject to the terms and conditions of the Agreement, the Company will provide the Services, solely for you and your authorized employees ("Authorized Users").

You represent and warrant to the Company that you are legally permitted to use the Services and access the web-site. You represent and warrant that you have the authority to bind your entity to the Agreement, in which case the terms "you" or "your" will refer to such entity. The Agreement is void where prohibited by law, and the right to use the Services is revoked in such jurisdictions.

The Company will use commercially reasonable efforts to ensure that the Services are available twenty-four hours a day, seven days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades, and emergency repairs, or due to failure of telecommunications links and equipment. The Company will take reasonable steps to minimize such disruption where it is within the Company's reasonable control. The Company will not be liable in any event to you or any other party for any suspension, modification, discontinuance, or lack of availability, the Services, your Data (defined below), or other content.

2. Intellectual Property Rights

As between the Company and you, the Company (or its licensors) is the sole and exclusive owner, and will retain all right, title, and interest in and to the Services. You will not own any portion of the Services in any form. You will not copy or store any portion of the Services other than for your personal, noncommercial use, without prior written permission from the Company, or from the copyright holder. All trademarks, service marks, and trade names that appear on the Services are proprietary to the Company or third parties. You will abide by all copyright notices and restrictions contained in the Services. Subject to the terms and conditions of the Agreement, the Company grants you and your Authorized Users a nonexclusive, nontransferable right and license (without right to sublicense) to access and use the Services, solely for you and your Authorized Users' internal business purposes. Except as provided in this Section, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works

based on, distribute, perform, display, or in any way exploit, any of the Services in whole or in part. Additionally, you will not attempt to circumvent any of the Company's technical measures, or decompile, reverse engineer, or disassemble the Services.

3. Copyright

In accordance with applicable law, the Company has a policy of terminating, in appropriate circumstances and in its sole discretion, users who are deemed to be repeat infringers. The Company may also terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you think anyone has posted material to the Site or Services that violates any copyrights or other intellectual property right, then you can notify the Company via email stipulated on the Site. Upon receipt of such complaint, we may take whatever action, in our sole discretion, we deem appropriate, in accordance with applicable law.

4. Customer Data

For any data (e.g., text, sound, video, or image files) you provide to the Company ("Data"), you grant the Company a non-exclusive, worldwide, royalty-free, transferable license to use, modify, reproduce, and display such Data (including all related intellectual property rights) to provide and improve the Services. You represent and warrant that you: (i) have the right to grant the Company the rights set forth above; (ii) own all right, title, and interest or possess sufficient license rights in and to the Data as may be necessary to permit the use contemplated under the Agreement and Terms and Conditions; and (iii) you will not contribute any Data that: (a) infringes any intellectual property right, proprietary right, or the privacy or publicity rights of another; (b) is libelous, defamatory, obscene, pornographic, harassing, hateful, offensive or otherwise violates any law; (c) contains a virus, trojan horse, worm, or other computer programming routine or engine intended to detrimentally interfere with any system, data or information; or (d) causes damage to the systems of the Company or its users in any way.

You bear all responsibility and liability for the accuracy, completeness, quality, integrity, legality, reliability, appropriateness, and right in the Data and the Company's access, possession and use as permitted herein.

The Company reserves the right to remove any Data from the Services at any time, for any reason or for no reason at all, though the Company will make commercially reasonable efforts to alert you of such actions as soon as practicable. The Company may, but is not obligated to, monitor Data and remove any Data or content or prohibit any use of the Services, including by refusing to send e-mail to your end users, if the Company believes in its sole discretion such content or use may be (or is alleged to be) in violation of the Agreement or any applicable laws or may impact delivery. The Company does not assume liability for any Data.

5. Site Submissions; Feedback

Where the Company has specifically invited or requested submissions or comments (e.g. comments to blog posts, participation in communities, tips, etc.) through the Site, the Company encourages you to submit such content for consideration ("User Submissions"). User Submissions remain the property of the submitting party. By posting content on the Site, you grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub-licensable right to use, reproduce, modify, adapt publish, translate, create derivative works from, distribute, perform, and display such content and your name, voice, and/or likeness

as contained in your User Submission, in any form throughout the world in any media or technology, and including the right to sublicense such rights. Any such User Submissions are deemed non-confidential.

For any feedback relating to the Services ("Feedback") that you provide the Company, you give the Company, without charge, royalties, or other obligation to you, the right to make, have made, create derivative works, use, share, and commercialize your Feedback in any way and for any purpose. The Company will not be required to treat any Feedback as confidential, and will not be liable for any ideas or incur any liability as a result of any similarities that may appear in future Services or operations.

6. Confidentiality

The Company's communications to you and the Services may contain the Company confidential information. Such confidential information may include business, technical, financial or other information that is marked confidential or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed. For clarity, all Data will be deemed confidential information of Company without any marking or further designation. If you receive any such confidential information, then you will not disclose it to any third party without the Company's prior written consent and will not use such confidential information for any purpose other than fulfilling your obligations and exercising your rights under the Agreement. The Company confidential information does not include information that you independently developed, was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose the Company confidential information when compelled to do so by law if you provide reasonable prior notice to the Company, unless a court orders that the Company should not receive notice. The Company may disclose Data at the request of any state, federal or other governmental agency or in response to any judicial process (including, without limitation, a subpoena). Unless otherwise required by applicable law, within 60 days of the termination of the Agreement for any reason, you must: (i) cease the use of all confidential information; (ii) delete, and upon request certify that it has deleted, all documents and other materials in your possession or control containing, recording, or constituting confidential information.

7. Commercial Terms

Fees for the Services are included in the Agreement with you. The Company reserves the right to change fees at any time by notifying you by email on the proposal to amend the fees included in the Agreement. You are responsible for payment of all applicable fees.

8. Restrictions

You are responsible for all of your activity in connection with the Services. You may not post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, or private information from any Company user. The Company will not be liable for any failures in the Services or other problems which are related to your Data or any equipment or service outside of the Company's facilities or control. You will not use any part of the Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity. You will use the Services only in compliance with all applicable laws (including policies and laws related to spamming, privacy, intellectual property, consumer and

child protection, obscenity, or defamation). You're responsible for determining whether the Services are suitable for you to use in light of any data protection laws, or other laws.

9. Warranty Disclaimer

The Company has no special relationship with or fiduciary duty to you. You acknowledge that the Company has no control over, and no duty to take any action regarding: which end users gain access to the Services; what results you may obtain via the Services; what effects the Services may have on you; how you may interpret or use such results; or what actions you may take as a result of having been exposed to the Services. You release the Company from all liability for your having acquired or not acquired Services and content and results through the Services. The Company does not manage or control any business or individual that you may interact with through the Services, and the Company accepts no responsibility or liability for any act or omission by such entity. You hereby waive any and all legal or equitable rights or remedies you have or may have against the Company with respect to acts and omissions by such entities.

The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. The Company makes no representations concerning any content contained in or accessed through the Services, and Customer. The Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. The Services are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation. Implied warranties of merchantability, title, fitness for a particular purpose or non-infringement. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so above limitations may not apply to you.

To the fullest extent allowed by law the Company disclaims any liability or responsibility for the accuracy, reliability, availability, completeness, legality or operability of the material proved through the Services. By using the Services, you acknowledge that the Company is not responsible or liable for any harm resulting from: (i) use of the Services; (ii) downloading information contained on the Services; (iii) unauthorized disclosure of images, information or data through the Services; and (iv) the inability to access or retrieve any data from the Services, including without limitation, harm caused by viruses or any similar destructive program.

10. Third Party Sites and Services

Users of the Company may gain access from the Services to third-party sites on the Internet. Third-party sites or services are not within the supervision or control of the Company. The Company makes no representations or warranties about any third-party site or resource, and does not endorse the products or services offered by third parties. The Company disclaims all responsibility and liability for content on third-party websites. Third-party providers of ancillary services may require your agreement to additional or different terms prior to your use or access of their sites or services. Any such agreement will in no way modify the Agreement.

11. Registration and Security

As a condition to using Services, you and your Authorized Users may be required to supply the Company with certain registration information. You will provide the Company with accurate, complete, and updated registration information. Neither you nor your Authorized Users may share your password or login credentials with anyone. You are responsible for maintaining the confidentiality of such credentials.

12. Indemnify

You will indemnify and hold the Company, its directors, officers, employees, agents, and representatives harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Services, (ii) your violation of the Agreement, (iii) your infringement, or the infringement by any third party using your registration information, of any intellectual property, or other right of any person or entity, including but not limited to any third party claims relating to your disclosure of Personal Data to the Company, and (iv) the Data or any other materials provided to The Company.

13. Limitation of Liability

EXCEPT FOR DAMAGES AND LIABILITIES ARISING FROM: (i) A PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY); (ii) ITS VIOLATION OF APPLICABLE LAWS; (iii) ITS INDEMNIFICATION OBLIGATIONS; OR (iv) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, MEMBERS, AGENTS AND REPRESENTATIVES BE LIABLE TO THE OTHER FOR: (i) ANY INDIRECT, INCIDENTAL PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, IMAGES, OR OTHER INTANGIBLES, OR IN THE CASE OF THE COMPANY, DAMAGES FOR UNAUTHORIZED USE, NON-PERFORMANCE OF THE SERVICES, ERRORS OR OMISSIONS. THE COMPANY'S LIABILITY UNDER THE AGREEMENT WILL BE LIMITED TO THE GREATER OF: (A) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE; OR (B) \$100.00 US DOLLARS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. Termination

These Terms and Conditions begin on the date you first use the Services and continue as long as you access them or, in the case of subscription users, as long as you have an account. You may terminate your use of the Services and any agreement with us at any time by closing your account; please note that you will remain liable for all Services fees for the remainder of the then current subscription term. The Company may also terminate or suspend any and all Services immediately, without prior notice or liability, if you breach any of the terms or conditions of the Agreement and Terms and Conditions. Any fees paid hereunder are non-refundable, unless otherwise required by law. Upon any such termination, your right to use the Services and access Data through the Services will immediately cease. All provisions of the Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnification obligations, and limitations of liability.

15. Jurisdiction

The Terms and Conditions will be governed by and construed in accordance with the laws of Cyprus. Any dispute arising from or relating to the subject matter of the Agreement will be finally settled by the state and federal courts located in Cyprus. Use of the Services is not authorized

in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

16. Miscellaneous

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the Terms and Conditions are found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms and Conditions will otherwise remain in full force and effect and enforceable.

These Terms and Conditions are not assignable, transferable, or sublicensable by you except with the Company's prior written consent. The Company may transfer, assign or delegate these Terms and Conditions and any or all of its rights and obligations without consent.

If you are purchasing paid Services, the Company may request and with your consent, the Company may publicly disclose in writing that you purchased Services and may use your trademarks, service marks or trade name solely in connection with such disclosures.

These Terms and Conditions (including the Privacy Policy and the Separate Agreement) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement. No agency, partnership, joint venture, or employment is created as a result of the Agreement and you do not have any authority to bind the Company in any respect whatsoever.

You hereby agree and accept the conditions hereunder together with the Privacy Policy.

Any notice that is required or permitted by the Agreement and the Terms and Conditions will be in writing and will be deemed effective upon receipt, when sent by confirmed e-mail, if to you, at the email address you provide with your account, and if to the Company, to email stipulated on the Site or when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to:

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