

Effective date: July 5<sup>th</sup>, 2017

Last updated: May 8<sup>th</sup>, 2018

Website(s) covered: buzzguru.com; buzz.guru; buzzguru.ru; app.buzzguru.com

## **BUZZGURU User Agreement**

### **1. General**

The operative parties referred to in this Agreement are the Company and You, the User of this website(s).

O.N. DEALMEDIA LTD a limited liability company registered in the Republic of Cyprus with registration number: HE 370121 and registered address located at: 132 Arch. Makariou III, Sagro Building, 3021 Limassol, CYPRUS is the publisher and operator of the website(s) listed at the beginning of this Agreement. Hereinafter O.N. DEALMEDIA LTD shall be referred to as "Buzzguru". When first-person pronouns are used in this Agreement (Us, We, Our, Ours etc) these provisions are referring to Buzzguru. Additionally, when the terms, the "Site", or "Sites" are used, these terms refer to the website(s) listed at the beginning of this Agreement. You the User, as the User of this Site, this Agreement will refer to the User as "You" or through any applicable second-person pronouns, such as "Yours" etc. Hereinafter the User shall be referred to in applicable second-person pronouns. You understand that by using the Site or Site services after the Effective date, you hereby agree to be bound by the terms and conditions of this Agreement. If you do not accept the terms and conditions set forth in this Agreement as a whole, you **should immediately terminate such usage**.

The provisions of this Agreement will govern your use of the site in your capacity either as an Advertiser or a Blogger. You should therefore take some time to read this Agreement carefully. We hope and anticipate that You will find the content of this Agreement useful and informative. Should You have any questions or comments regarding Our Site, or its policies, or with this Agreement, please feel free to contact Us via [manager@buzzguru.com](mailto:manager@buzzguru.com). The laws of Your individual city, county, state, province or nation may regulate the activity discussed or promoted by the site which are related to Your capacity as either an Advertiser or a Blogger. Therefore You are responsible for checking Your local laws before taking part in any such activities or act in any capacity.

**Electronic Signatures / Assent Required:** Nobody is authorized to access the site or accepted as an Advertiser or as a Blogger unless they have signed this Agreement. Such signature does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures and other similar state, national, international and country laws. You show Your agreement to this Agreement by taking any action which shows your approval of this Agreement. Most likely, You have clicked or will click a button containing the words "**I agree**" or some similar syntax. You should understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If You click any link, button, or other device provided to You in any part of Our site's interface, then you have legally agreed to all of the terms and conditions of this Agreement. Additionally, by using any of Our site's features or Services in any manner, You understand and agree that We will consider such use as Your affirmation of Your complete and unconditional acceptance to all of the terms in this Agreement.

If You fail to sign this Agreement, You understand that You are an unauthorized user of the site, its features and Services. No act or omission by Us should be interpreted as a waiver of the requirement that You assent to this Agreement. If You fail to do so, You are still bound by the terms of this Agreement by virtue of Your viewing the site or using any portion of the site, its features or Our

Services. Any unauthorized access and use by You of our site, its features and Services might result in you becoming liable for damages for unauthorized access and use, and You agree to pay all of Our costs and expenses, including Attorney's fees and costs, incurred in collecting any unauthorized access and/or use damages from You.

This Agreement supplements our General Terms and conditions, our Privacy policy and our Cookies Policy, all of which are incorporated herein by this reference.

From time to time, We may revise this Agreement. We reserve the right to do so, and You agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version shall be of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court, the parties intend that the prior, effective version of this Agreement be considered valid and enforceable to the fullest extent.

We agree that if We change anything in this Agreement, We will change the "last modified" date at the top of this Agreement so that it is immediately obvious that We have updated the Agreement. The Agreement is located at [www.buzzguru.com/link/agreement](http://www.buzzguru.com/link/agreement) and also a link to the Agreement is also at the bottom of the home page of the Site. You agree to periodically re-visit this web page, and to use the "refresh" button on Your browser when doing so. You agree to note the date of the last revision to this Agreement. If the "last modified" date remains unchanged from the last time You reviewed this Agreement, then You may presume that nothing in the Agreement has been changed since the last time You read it. If the "last modified" date has changed, then You can be certain that something in the Agreement has been changed, and that you need to re-review it in order to determine how Your rights and responsibilities may have been affected by the revisions.

If You fail to periodically review this Agreement to determine if any of the terms have changed, You assume all responsibility for your failure to do so and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your legal rights.

## 2. Terms and definitions

The following capitalized terms in the text of this Agreement shall mean the following, unless expressly stated otherwise:

**Advertiser** – either a natural person or a legal entity that has become a User of the Site in order to promote its products and/or services by means of video and/or audio and/or other audiovisual means and/or other types of media means through various social media and/or entertainment platforms, which can be electronic and/or otherwise and for this purpose needs to retain the Services of a Blogger and/or other media specialist in order to produce relevant promotional content which is to be uploaded on to the Blogger's and/or other media specialist's media account. Said Advertiser wants to use the site's services to locate and retain a suitable Blogger and/or other media specialist;

**Advertiser Offer** - means any requests and/or specifications and/or briefs and/or intellectual property and/or and any other information and/or or materials that an Advertiser makes available to its Advertiser Account which can be viewed by a Blogger in order for a Deal to be concluded and/or performed between an Advertiser and a Blogger;

**Blogger** – either natural person or legal entity which is either a Blogger and/or other media specialist (collectively "Blogger") that has become a User of the Site and who primarily specializes in producing video and/or audio and/or other audiovisual means and/or other types of media means through various

social media and/or entertainment platforms, which can be electronic and/or otherwise and which content is then uploaded on to the Blogger's media account, including Youtube.com. Said Blogger wants to use the site's services to be retained as a suitable Blogger;

**Content:** The production of a video and/or other audiovisual content and/or any other content and/or any other finished and/or delivered product of a Blogger which aims to promote the Advertiser's products and/or services and which is to be uploaded on to the Blogger's social media and/or entertainment platform

**Deal** – a contract entered, with specific conditions and specifications, between an Advertiser and a Blogger for the production of content by the Blogger;

**Manager** – an employee of Ours who undertakes to endeavor to liaise with and match Advertisers with Bloggers for the production of content and make all endeavors for a Deal to go through;

**Service Fee** – The payment that We receive for the provision of our Services;

**Services** – the Services provided by us;

**BuzzGuru** – shall mean the following websites: [www.buzzguru.com](http://www.buzzguru.com); [www.buzz.guru](http://www.buzz.guru); [www.buzzguru.ru](http://www.buzzguru.ru); app.buzzguru.com;

**Social media and/or entertainment platform** – includes without limitation: YouTube, Instagram, SnapChat, Twitch and other similar platforms (collectively "Platform");

**Strike** – the situation where a Blogger is notified that his content is in violation of community guidelines of a Platform, including but not limited to videos and/or other content which might contain nudity and/or any other sexual content, violent or graphic content, content which might be determined to be harmful or dangerous, hateful content, threats, spam, scams or misleading content;

**User** – either a natural person or a legal entity registered on the Site and who is either an Advertiser or a Blogger;

**User Content** - means any data, feedback, content, text, photographs, images, video, music, or other information that is posted on the Site by Users.

### 3 Account registration and eligibility

To use the Site and most of our Buzzguru's Services, you must register for an Account.

In order to be eligible to register for an account with us, you must be and you are hereby representing that (a) you are a legal entity or that you have reached the age of majority in your jurisdiction of residence and in case that you have not that you have obtained the necessary permission in order to register for an account with us (b) you possess the legal authority to create a binding legal obligation; (c) you shall use Buzzguru in accordance with this Agreement and (d) all information supplied by you on the Platform is true, accurate, current and complete.

We reserve the right at our sole discretion, to refuse, suspend, or revoke your access to the Site and Site Services upon discovery that any information you provided on any form or posted on the Site is not true, accurate, incomplete, or such information or other conduct otherwise violates this Agreement, the rights of any third parties, or for any other reason.

You further represent that you are not a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act;

### 4. User Profile

By registering for an Account, you must complete a User profile ("**Profile**"), which you hereby consent for it to be shown to other Users and the public who might be visiting the site. You agree to provide Us with true, accurate, and complete information on your Profile and all registration and other forms you need to fill in and complete on the Site and also to provide Us with any and all updated information necessary to maintain the truthfulness, accuracy, and completeness of your Profile. You hereby

represent and guarantee that you shall not provide any information about yourself which might be incorrect, false or misleading.

While registering for an Account you will have the option to determine the type of Account. You can either register for an Advertiser Account or for a Blogger Account;

You are not allowed to register for more than one Account(s).

### ***Advertiser account***

During the Advertiser account registration process, the Advertiser fills in all the information that are required on the registration form. We have the discretion to modify the fields of the registration form at any time. We also further reserve the right to request additional information from the Advertiser at a later stage.

An Advertiser account can be used to:

- a. Create offers;
- b. Place offers on the Site;
- c. Find Bloggers by using the Site's search options;
- d. Contact bloggers;
- e. Contact our Managers in order to locate suitable Bloggers;
- f. Make a Deal with a Blogger;
- g. Perform any other functions allowed by our system.

When creating such an Advertiser account, Advertisers must create an Advertiser Offer, which needs to contain all the necessary information ("the brief") in order for Content to be produced. This information includes but is not limited to goals, tasks that might need to be performed by the Blogger, any requirements for publishing the Content, accurate links that need to be included in the content, desired time-frame for uploading the content on the Platform, examples of other similar successful Content uploaded.

In case any media content (such as graphic images, photos, videos or other audiovisual media) is needed Advertiser will also need to specify whether such media content will be provided by the Advertiser or whether it will need to be provided by the Blogger.

### ***Blogger account***

Only Users with a minimum number of subscribers on their respective Platform are eligible for Blogger account registration. The minimum numbers of subscribers required has been indicated to you at the time of signing up for a Blogger Account. The subscriber number is per Platform and it is not cumulative. For example if the minimum number of subscribers is set to 2000 and a User has 500 subscribers in their YouTube channel and 1500 subscribers on Snapchat, this does not make such User eligible for a Blogger account. However we hereby reserve our right to exercise discretion on whether such a User is eligible for a Blogger Account.

Blogger account is available for:

- a. Accepting offers
- b. Placing a price list for Blogger Services;
- c. Find Advertiser using the Site search;
- d. Contact Advertisers;
- e. Contact our Managers to find Advertisers;
- f. Make a Deal with an Advertiser
- g. Perform any other functions allowed by our system.

Both Advertiser and Blogger account holders, hereby agree and undertake to comply with the following:

- a. Not to post any information, data or links (both own or belonging to third parties), which can adversely affect and rights and/or interests of any party, including third parties;
- b. Make a preliminary assessment on the legality of any information, data or links prior to posting;
- c. Refrain from the dissemination of any information which is false, inaccurate and which is capable of harming and/or damaging the good reputation other Users, Us and any other third parties. Should we become aware of such dissemination, Advertiser and Blogger account holders, hereby undertake upon our request, to remove such information and take all necessary steps to refute it.

A Blogger account holder, hereby agrees and undertakes to comply with the following:

- a. Not to come into contact with any Advertiser outside our Site and system;
- b. Not to be misleading about His identity;
- c. Do not delete the Content from His platform within 3 months from uploading it there, unless there is an agreement to the contrary;
- d. Not to misrepresent any subject-matter or His relationship with any other persons and/or organizations;
- e. Not to carry out any illegal collection and/or processing of any personal and proprietary data of any person;
- f. Place on the Site any information which in our opinion is infringing on the best interests of our Users, Ourselves or which at our discretion should not be posted;
- g. Produce and upload any content which will violate the guidelines of the Platform and which might lead to a Strike;

User profiles have the following restrictions: A User who initially registers as an Advertiser cannot then switch to a Blogger account. However a User who initially registers as a Blogger, can also at a subsequent stage choose to become an Advertiser as well.

## **5. Verification of Identity**

After You registered an Account and from time to time thereafter, your Account may be subject to verification. During the verification process, you may be asked to provide legal and other documentary evidence documents as proof of your legal status or identity.

You hereby authorize Buzzguru to either directly or through third parties, make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts, subject to applicable law.

If we request any information, you are obligated to provide us with such information. In case where you ignore such a request, We can immediately terminate your access to our Site and revoke your ability to use the Site.

## **6. Usernames and passwords**

During the process of registering an account with Buzzguru, you will be prompted to choose a username and password for that Account.

You are solely responsible for safeguarding and maintaining the confidentiality of your Account username and password. It is assumed that any person using the Site with your username and

password, either is you or is authorized to act on your behalf. You hereby agree to notify Buzzguru immediately if you suspect or become aware of any unauthorized use of your Account.

## **7. Purpose of the Site and Site Services**

The Site is a marketplace where Bloggers and Advertisers can locate and/or identify each other and sell or buy services-

Subject to the terms of this Agreement, Buzzguru provides Users with its Services, including but not limited to pairing Advertisers with Bloggers, enabling the formation of Deals between Bloggers and Advertisers, and coordinating disputes arising from such Deals.

## **8. Contractual relationship between Blogger and Advertiser**

Advertisers and Bloggers are free to choose with whom they would like to join forces with during their usage of the Site. We shall not in any manner whatsoever try to force any of our Users to choose their counterparties.

Advertisers have the right to post either a public or a private Advertiser Offer. All users of our Site have access to the Public Advertiser Offer, however if it is a private Advertiser Offer, then only the User to whom it was sent has access to it.

Any communications between an Advertiser and a Blogger must be done through the special chat interface available on Our Site.

Users can mutually agree and set any conditions and requirements governing the contractual relationship between them culminating in the Deal, so long as those conditions and requirements will not prevent us from performing our obligations hereunder or which are in breach of the terms of this Agreement or are invalid and/or illegal.

The terms of the Deal can be negotiated between the Advertiser and the blogger and can include but are not limited to terms such as a specific time frames for uploading the Content and any possible penalties for non compliance with the time frames (either uploading before a specific time rame or uploading after a specific time frame). Usually in the Deals, time is of the essence, and therefore if the Blogger does not comply with any applicable time frames (either uploading earlier than instructed or later), Blogger runs the risk of having monetary penalties imposed on Him, which can either be a percentage of the total payment owed to the Blogger or it can be any other fixed or lump sum up to 100% of the total payment owed, depending on the severity of the situation. Determination of the amount of monetary penalties rests with Buzzguru. By accepting this Agreement each Blogger hereby also accepts any such decision of Buzzguru for the imposition of any monetary penalties which shall become immediately payable.

Advertiser can post a specific offer on the Site which offer can then be accepted by the Blogger in its entirety or its terms may be varied by mutual agreement between the Advertiser and the Blogger, until such time as either both Advertiser and Blogger agree to the revised terms or either the Advertiser of the Blogger decide not to go ahead.

Any term negotiated between the Advertiser and the Blogger which is in violation of this Agreement will be invalid.

Once Advertiser and Blogger agree on the terms of a Deal, and an agreement has been reached, then the terms of such agreement cannot be modified and/or altered.

At all times during the performance of his obligations, the Blogger shall be considered to be acting as an independent contractor and therefore the Blogger can control the manner means and method of performing His tasks;

Blogger hereby agrees, accepts and undertakes to comply with the terms of the Deal in a timely manner and in strict adherence to the requirements specified in the Advertiser's Offer (campaign objectives, Blogger's tasks, the requirements for the publication of the Publication, the exact links that should be posted in the publication, the desired time of placement of the advertising link on the Site, Media content (graphic image, photo or video), etc.). Blogger hereby agrees, accepts and undertakes to ensure that any Content uploaded shall comply with applicable community guidelines of the Platform on which it is uploaded (ie if it is for example to be uploaded on YouTube it needs to comply with YouTube guidelines about posted materials).

Even though the Deal is concluded between two Users of the Site, and Buzzguru is not a party to such a Deal, you hereby agree that (and to the extent permitted by any applicable legislation) Buzzguru will extend any possible help and assistance to mediate in any disputes arising from the Deal and its execution. You hereby agree to abide by Buzzguru's decision on any such issue. This clause does not prohibit you from taking any other action against the other party to the Deal as per the terms and provisions of this Agreement.

#### **9. Termination and/or Suspension of a User Account**

You may cancel your User Account by sending us an e-mail to: [manager@buzzguru.com](mailto:manager@buzzguru.com). Certain of the provisions of this Agreement, shall survive the termination of this Agreement unless otherwise stated. Upon Our processing of Your request to cancel Your User Account, You will no longer have access to the non-public areas of our Site.

Without limiting other remedies, We may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate Your access and use of the Site and the Site's Services at any time, with or without advance notice, if:

- a. We believe, in Our sole discretion, that You have breached any material term of this Agreement (including chargebacks), or the document(s) it incorporates by reference;
- b. We are unable to verify or authenticate any information You provide to Us;
- c. We believe, in Our sole discretion, that Your actions may cause legal liability for You, Our Users or Us; or
- d. We decide to cease operations or to otherwise discontinue any services or options provided by the Site or parts thereof.

In case of temporary suspension we reserve the right to review the situation within 30 calendar days from the date of suspension and then We can either and at our discretion re-instate the User account or permanently suspend it.

In case of either a temporary or permanent suspension, we reserve the right to cancel any Deal and withhold any payment owed. Any reimbursement of any payment owed shall be effected within 90 days and only if it exceeds our minimum withdrawal limit as set by us.

You agree that neither Us nor any third party acting on Our behalf shall be liable to You for any termination of Your account or access to any part of the Site or Services.

You agree that if Your access is terminated by Us, You will not attempt to regain access to the Site – using the same or different username – without prior written consent from Us.

#### **10. Payment methods**

You are free to choose any Payment method You want from the ones available on BuzzGuru.

You hereby authorize BuzzGuru and its affiliated payment partners to charge the fee of the Deal, the

Service Fee and any other mutually agreed payments on to the Payment method chosen by you from the ones available on BuzzGuru.

By providing Payment information through the Site, User represents, warrants, and covenants that: (a) User is legally authorized to provide such information; (b) User is legally authorized to perform payments using the Payment Method(s); and (c) such action does not violate the terms and conditions applicable to User's use of such Payment Method(s) or applicable law.

#### **11. Service Fee and Settlement Procedure and Mode**

Buzzguru charges both the Advertiser and the Blogger a Service Fee for the provision of our Services unless otherwise agreed between us.

We hereby fully reserve the right and in our sole discretion to determine the currency of the Service Fee and how our Service Fee and other payments are to be processed through our system.

Our Service Fee is based on a commission basis. Advertisers will be charged a 15% Commission on the Deal amount and Bloggers will also be charged a 15% Commission on the Deal amount. We hereby reserve the right however and at our sole discretion to vary the commission percentage % depending on each specific case before the closing of the final Deal. After the closing of the Deal, the agreed amount and % commission is final and shall not be subjected to any change on our part.

When contact is initiated between an Advertiser and a Blogger, with the object of reaching a Deal, the particulars of the Deal can then be discussed between the Advertiser and the Blogger via our special chat interface.

After the negotiations between the Advertiser and the Blogger have been completed and all details and conditions for concluding the Deal have been agreed upon, we will issue a work order to the Advertiser and the Blogger containing the list of agreed services, information on the value of the Deal, the agreed terms for accomplishing the tasks, the amount of commission payments and other transaction terms.

The advertiser and the blogger have the right to accept or reject the received work order. In the event of a rejection of the work order, the Advertiser and the Blogger must give a reason for such refusal.

After the Advertiser and the Blogger agree on a work order, the amount specified in the work order is automatically posted on the balance of the Advertiser in the BuzzGuru system. BuzzGuru, in turn, notifies the blogger about this.

Once the Advertiser agrees the Work Order and makes the payment, the blogger will receive the appropriate notification. Accordingly, payment could be made on the basis of the Invoice issued at the request of the Advertiser, which shall be paid within 15 (fifteen) days from the date the Invoice was sent to the Advertiser.

After the Advertiser received the invoice and the payment is effected and accepted by Us, we shall then in turn notify the Blogger that payment has been received.

Upon the Blogger receiving such a notification, Blogger within the agreed time-frame (deadline) must produce the agreed content and send it to the Advertiser for approval. Advertiser must either approve or reject the Content (and make necessary suggestions about its revision) within 3 working days from its receipt.

If Advertiser fails to respond within this 3 working day period, his non-response shall be deemed as His consent and We reserve the right to approve the uploading of the content and notify the Advertiser accordingly together with a link to where the content has been uploaded. Subsequently to such notification, Advertiser will have 3 working days to confirm uploading and His consent. If the Advertiser

fails to confirm and consent within this 3 working day period, then and in any case We will proceed and notify the blogger that Blogger's obligation has been fulfilled and that Blogger's fee is to be calculated and added to Blogger's internal account on BuzzGuru. Blogger can then send in a request and the funds will be debited into the Blogger's account within 5 working days from the date of receipt of the Blogger's request. In exceptional cases there might be delays of up to 30 days in crediting Blogger's account for reasons outside BuzzGuru's reasonable control. There is a US\$50 minimum withdrawal requirement. Any payment processor fees and/or any other relevant fees and/or charges for processing the payment to the Blogger shall be borne by the Blogger.

Advertiser hereby agrees, accepts and acknowledges that in case the Content will be subject to a Strike action, for reasons beyond the Blogger's reasonable and/or legal control, then neither the blogger, nor Buzzguru can be held liable towards the Advertiser

## **12. No refunds**

You hereby acknowledge and agree that Buzzguru can charge your designated Payment Method in order to cover the Service fees for any performed Deal. Therefore, and in consideration of the Site Services, you agree that such charge is non-refundable, except as otherwise required by applicable law.

You also acknowledge and agree that in case We decide to provide a dispute resolution process as a way for Users to resolve disputes and to the extent permitted by applicable law, not to ask your Payment Method provider to charge back any fees for any reason which form part of any disputed Deal in question unless and until the dispute has been resolved (in other words you should not initiate a charge back when a dispute is ongoing, and until the dispute is resolved).

## **13. Taxes**

Each party to this Agreement shall be responsible for paying of its own taxes, including, without limitation, income tax, consumption tax, sales tax, use tax, excise tax, expenses, commissions and other similar taxes in accordance with the applicable tax legislation which may arise out of, under, or in connection with this Agreement.

In order to be compliant with Europe and Cyprus VAT regulations, the Company is required to remit a VAT tax on certain transactions:

- Local VAT rate of country of residence is applied to individuals from EU countries
- Local VAT rate of country of residence is applied to companies from EU countries that cannot provide a valid VAT number
- 19% VAT rate is applied to both Cypriot individuals and Cypriot companies registered as well as not registered for VAT
- 0% reversed charge VAT is applied to companies from EU countries which provide a valid VAT number
- 0% VAT is applied to individuals and companies located outside the EU
- 0% VAT is applied to companies located in the exempt EU territories

## **14. Intellectual property rights**

### ***Advertiser materials***

Advertiser grants Blogger with a limited, non-exclusive, revocable (at any time, at Advertiser's sole discretion) right to use the Advertiser's Materials as necessary solely for the production of the Content and the performance of the Deal by Blogger.

Advertiser reserves all other rights and interest, including, without limitation, all Intellectual Property Rights, in and to the Advertiser's Materials. Upon completion of the Deal, or upon Advertiser's written request, Blogger will immediately return all Advertiser's Materials to Advertiser and would further agree to destroy all copies of such materials and deliverables.

### ***Ownership on the result of the Deal and Intellectual property***

After Blogger receives a full payment from the Advertiser, and complies with all the terms of the Deal, the

result of the Deal including without limitation all Intellectual Property Rights in the Content , will be the sole and exclusive property of the Blogger for as long as said Content will be uploaded on the Blogger's Platform. All intellectual Property rights shall revert to the Advertiser as soon as the Content will be removed from the Blogger's platform. Parties will need to mutually agree the duration for which said Content will be uploaded.

## **Licenses and third-party content**

### ***License to use the Site***

Buzzguru hereby grants you a limited, non-exclusive and revocable license to access and make personal use of this Site, but not to download (other than page caching) or modify it, or any portion of it, except with our express written consent. This license does not include any resale or commercial use of this Site or the content available on the Site; any collection and use of any pages; any derivative use of this Site or content available on the Site; or any use of data mining, robots, or similar data gathering and extraction tools.

Neither this Site nor any portion of this Site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to Us without our express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of Ours or any third party's name(s) or service marks without the express written consent of their respective owners.

We (or the respective third-party owners of User Content) retain all right, title, and interest in this Site and any Content, features and services offered on this Site, including any and all intellectual property rights. We (or the respective third-party owners of User Content) reserve all rights not expressly granted.

Any unauthorized use terminates the permission or license granted by Us.

### ***License for User Content***

When you post User Content on the Site or through the Site Services or provide Us with User Content, you represent and warrant that you have the right, power, and authority to post such User Content and grant the licenses specified below.

You further represent and warrant that by posting or providing such User Content you will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights.

To the extent such content may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User Content and that We may exercise the rights to such content granted under this Agreement without any liability or obligation for any payment.

You retain all ownership rights in any User Content you post on the Site. To the extent permitted by applicable law, you also grant Us and our successors a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content.

### ***No Editorial Control of Third Party Content***

To the extent that any of the Content included in the Site is provided by users or third party content providers, We have no editorial control or responsibility over such Content. Therefore, any opinions, statements, services or other information expressed or made available by third party suppliers on this Site are those of such users or third-party suppliers. We do not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any user or third party, or

represent or warrant that your use of the Content displayed on this Site or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Us.

#### **15. WARRANTY DISCLAIMER**

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **16. LIMITATION OF LIABILITY**

We are not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to:

- a. Your use of or your inability to use our Site or Site Services;
- b. Delays or disruptions in our Site or Site Services;
- c. Viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- d. Glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- e. Damage to your hardware device from the use of the Site or Site Services;
- f. The content, actions, or inactions of third parties' use of the Site or Site Services;
- g. A suspension or other action taken with respect to your account;

ADDITIONALLY, IN NO EVENT WILL WE, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. OUR LIABILITY AND THAT OF AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY US WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS ADVERTISER OR BLOGGER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **17. Miscellaneous provisions**

**Entire Agreement:** This Agreement, together with the other legal documents, sets forth the entire agreement and understanding between Us and you the User relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof.

Even though We drafted this Agreement, you represent that you had ample time to review and decide whether to agree to it.

**Compliance**

User will not violate any applicable any laws or third-party rights on or related to the Site. Without limiting the generality of the foregoing, User agrees to comply with all applicable laws and regulations, including, but not limited to, import and export control laws and third parties' Intellectual Property Rights.

**No Waiver of rights**

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

**Severability**

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties.

The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

**Different language versions**

The original text of this Agreeemnt was in the English language. In the event of any conflict or discrepancy between the English text and any texts in any other language, the English language version shall always prevail.

**Governing law**

This Agreement, will be governed by and construed in accordance with the laws of Republic of Cyprus without regard to its conflict of law provisions.