

## TERMS AND CONDITIONS OF PLATFORM USE

September 2024

### 1. TERMS

- 1.1. **Agreement** - an accepted contract between the Platform Operator and the Platform User consisting of the Platform User's application and these Terms and Conditions of Platform Use.
- 1.2. **Platform** - the website located at [www.colibrix.partner](http://www.colibrix.partner) and maintained by the Platform Operator, which provides the Platform Services in accordance with the Agreement.
- 1.3. **Platform Operator** - a legal entity which provides Platform Services to Platform Users pursuant to the Agreement. The Platform Operator receives payment from Platform Users for the purchase and receipt of Advertising Services and provides the Solution for making payments for these Advertising Services to the Advertising Service Provider.
- 1.4. **Platform Services** - the Platform enables the purchase and receipt of Advertising Services from the Advertising Service Provider through the Solutions offered by the Platform.
- 1.6. **Platform User/Service Recipient** - a natural or legal person who has entered into the Agreement, is using their Platform User Account and Platform Services. Access to the Platform User Account is provided through the Platform User's personal account on the Platform by using the Platform User's login and password.
- 1.7. **Platform User Accessible Service Scope** - the scope of services available to the Platform User and defined in the Service Agreement that, inter alia, may include the purchase and receipt of Advertising Services from the Advertising Service Provider.
- 1.8. **Platform User Account** - the Platform User's account on the Platform that the respective person accesses using their Platform User's login (email) and the access password determined by the User. The Platform User Account allows access to the Platform in order to use the Platform Services.
- 1.9. **Service Agreement** - an agreement concluded between the Platform User and the Advertising Service Provider for the receipt of Advertising Services.
- 1.10. **Advertising Service Provider** - Google Ireland Limited (<https://www.google.com/>), Meta Platforms, Inc. (<https://www.facebook.com/>), or other service providers chosen by the Platform User.
- 1.11. **Advertising Services** - services provided by the Advertising Service Provider to the Service Recipient based on the Service Agreement concluded between the Platform User and the Advertising Service Provider.
- 1.12. **Solution** - a tool provided by the Platform to the Platform User enabling the receipt of Advertising Services from the Advertising Service Provider. The Solution is offered by a third party offering, and therefore, the Platform is not responsible for actions performed by using the Solution and the consequences resulting from such actions but only facilitates the provision of the Solution to the Platform User and maintains a record of funds in the Solution.
- 1.13. **GDPR** - the General Data Protection Regulation (GDPR) - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.14. **Price List** - the list of the Platform Operator's fees to be paid for using the Platform Services.
- 1.15. **Party/Parties** - the Platform Operator and the Platform User each individually or both together.

## **2. SUBJECT OF THE AGREEMENT**

- 2.1. The Platform User is entitled to use the Platform and Solutions solely for the purpose of receiving Platform Services and making payment for the purchase and receipt of Advertising Services from the Advertising Service Provider.
- 2.2. The Platform Operator provides technical solutions, namely the Platform, for receiving Platform Services. The Platform Operator assumes no responsibility for the received Advertising Services, including, but not limited to, their availability, quality, and compliance with the GDPR.
- 2.3. The Platform Operator is not responsible for the compliance of the Advertising Services provided by the Advertising Service Provider with legal requirements. If the Service Recipient wishes to exercise withdrawal rights or other rights provided in legal acts, they must address the respective Advertising Service Provider in accordance with the procedure prescribed by the legal acts.

## **3. CONCLUSION OF THE PLATFORM USE AGREEMENT**

- 3.1. To use Platform Services, the Platform User must submit an online application to the Platform Operator and accept these Terms and Conditions of Platform Use. Submitting an application does not mean that the Agreement with the Platform Operator has been concluded but only that the Platform User has made an offer to enter into the Agreement with the Platform Operator.
- 3.2. To use the Advertising Services, the Platform User must conclude a Service Agreement with the respective third party – the Advertising Service Provider, and the general terms of service of this third party shall apply. The Service Agreement is concluded only between the Platform User and the Advertising Service Provider, and the Platform Operator is not responsible for services provided pursuant to the Service Agreement. When concluding the Service Agreement, the Platform Operator does not represent the Advertising Service Provider, nor does the Platform Operator provide Advertising Services; thus, the Platform Operator assumes no obligations towards Platform Users.
- 3.3. If the Platform User wishes to use third-party services, they must select an option on the Platform that allows them to receive such services. In this process, the Platform is not considered an intermediary between the third party (Advertising Service Provider) and the Platform User but only facilitates the exchange of the Platform User's and the third party's intentions. Payments for third-party services are made in accordance with the Service Agreement without using Platform Services. Under no circumstances is the Platform Operator responsible for the quality and availability of services provided by third parties.

## **4. REGISTRATION ON THE PLATFORM AND CREATION OF USER ACCOUNT**

- 4.1. After the Platform has accepted the Platform User's application for concluding the Agreement, a corresponding Platform User Account will be created on the Platform.
- 4.2. After registering the Platform User Account, the Platform User will be provided with the Solution.
- 4.3. The Solution is provided to the Platform User free of charge, without any restrictions or limitations on actions, and its initial conditional value is 0 (zero).

## **5. INITIATING PLATFORM USE AND SERVICE SCOPE**

- 5.1. The Platform User can initiate the use of the Platform only after receiving the Solution from the Platform.
- 5.2. The Platform User independently selects the required Advertising Services, supplements the Solution for payment, makes the payment, and receives the Advertising Service.
- 5.3. The Platform provides the following ways to supplement the Solution:

- 5.3.1. The Platform User independently supplements the Solution.
- 5.3.2. The Solution is supplemented using one of the Solution supplement options offered by the Platform Operator's partners. When selecting this method of supplementing the Solution, the Platform Operator offers the Platform User the opportunity to select the Solution supplement option from one of the Platform Operator's partners.
- 5.4. In any case, the Platform User acknowledges that supplementing the Solution is an action to be independently carried out by the Platform User to ensure the receipt of Advertising Services.
- 5.5. The Platform User recognizes that the Platform Operator reserves the right to suspend the availability of the Solution due to technical or legal reasons without any due notification.

## **6. PAYMENT**

- 6.1. The Platform User can make payment for Advertising Services using the Solution. The Solution grants the right to make payment in the amount of funds deposited in the Solution.
- 6.2. The commission rate for Platform Services is specified in the Price List when making the payment. Payment of the commission fee must be made before receiving any service specified in the Price List. The Platform Operator has the right to make changes to the Price List without notice to the Platform User.
- 6.3. The Platform Operator is in no way responsible for the success or failure of the operations made using the Platform Operator's partners integrated into the Solution to provide the Platform User with the payment service.

## **7. PLATFORM SERVICES**

- 7.1. In order to enable Platform Users to use the Platform Services, the Platform offers the following options:

### **7.1.1. Top-Up:**

The Platform User may transfer the funds to their Platform User Account balance on the Platform in order to use the Platform Services and pay for the Advertising Services. The minimum transaction amount is USDT 2 (two Tethers). There is no maximum limit on topping the Platform User Account balance, but the User shall take into consideration that in the situation where the total amount of funds transferred via the Platform reaches EUR 10 000,- (ten thousand euros, 00 euro cents) for individuals and EUR 15 000,- (fifteen thousand euros, 00 euro cents) for legal entities, the Platform User shall be asked to provide the Platform Operator with the document confirming the origin of funds (extract from the personal/company bank account for last 6 (six) months, tax declaration) upon request.

The Platform User is informed that the Platform Operator is entitled to charge a Processing Fee for the funds' withdrawal at the rate specified in the Price List. The minimum amount of the Processing Fee is EUR 0,75 (zero euros, 75 euro cents). The Processing Fee shall be added to the amount to be transferred after the transaction.

### **7.1.2. Withdrawal:**

If not otherwise stated in the Agreement, the Platform User can withdraw the positive balance of cryptocurrency available in their Platform User Account balance at any time by instructing the Platform Operator via the Platform. The minimum withdrawal amount is USDT 5000 (five thousand Tethers). The requested disbursement shall be made to the Platform User within 2 (two) business days after the receipt of the relevant request of the Platform User to transfer the requested amount to the wallet specified by the Platform User. If the disbursement is not possible within the aforementioned term due to the Platform User's fault or any other reasons out of the control of the Platform Operator, the aforementioned term shall be deemed to be extended until the respective obstacles have been eliminated, and the Platform Operator shall not be held liable for a delay of the payment due to such cause. For the avoidance of doubt, the Parties

agree that the date of payment is the date on which the Platform Operator initiates the transfer from the Platform User's Account balance to the Platform User's wallet specified by the Platform User.

The Platform User is informed that the Platform Operator is entitled to charge a Processing Fee for the funds' withdrawal at the rate specified in the Price List. In addition to the Processing Fee, the Platform User shall pay the network fee (GAS) in accordance with the Solution provider's price list. The Processing Fee and GAS shall be deducted from the funds to be transferred to the Platform User simultaneously with the withdrawal. For the avoidance of doubt, the Platform User will receive the requested amount minus the Processing Fee and GAS for the withdrawal processing.

The Platform User acknowledges that in the situation where there are not sufficient funds in the Platform User Account balance to cover the Processing Fee for the funds' withdrawal and GAS (the amount of available funds is less than the fee amount), the Platform Operator may refuse to process the withdrawal.

#### **7.1.3. Exchange:**

The Platform User may top-up their Platform User Account balance by transferring funds (both in fiat and cryptocurrency) through the Platform. The Platform User is informed that all funds transferred to their Platform User's Account balance shall be held in fiat currency. This means that in the situation where the Platform User wishes to deposit cryptocurrency to their Platform User Account balance, the cryptocurrency will be converted into fiat currency at the exchange rate valid at the moment of the relevant transaction.

It is possible to exchange the funds available in the Platform User Account balance into fiat currency and vice versa. The list of available cryptocurrencies is specified on the Platform. There are no limits to the amount of funds to be exchanged. For each cryptocurrency, several wallets on the Platform may be created.

The balances of all created crypto-wallets are available for the Platform User on the Platform.

The Platform User is informed that for the currency exchange, the Platform Operator is entitled to charge the Processing Fee in the amount specified in the Price List. The mentioned amount shall be added to the amount to be exchanged after the currency exchange is made.

The Platform User acknowledges that in the situation where there are not sufficient funds in the Platform User Account balance to cover the Processing Fee for the funds' exchange (the amount of available funds is less than the fee amount), the Platform Operator may refuse to process the exchange.

## **8. ACCOUNTING**

8.1. The Platform Operator maintains a record of funds in the Solution for the Platform User considering the information available to the Platform Operator about the Platform User, payments made to the Solution, payments for Advertising Services, and fees in accordance with the Price List.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

9.1. The Parties undertake to keep each other's technical and commercial information confidential, except for publicly available information acquired during the execution of the Agreement, and not to disclose it to third parties without written consent from the other Party or its legal representatives.

9.2. The Platform User acknowledges that the Platform processes the Platform User's (individual) Personal Data for the purpose of providing the Platform Services to the Platform User and fulfilling other obligations under the Agreement. Before concluding the Agreement, the Platform User shall read and consent to the Privacy Policy (Privacy Policy) made available to the Platform User on the Platform. The Platform Operator ensures the security of Personal Data received during the execution of the Agreement. Personal Data is used only to the extent necessary for the execution of the Agreement. The aforementioned Personal Data may not be disclosed to third parties without the consent of the data subject, except as required by law or the Agreement.

- 9.3. The Personal Data storage period is 7 (seven) years from the moment of the termination of the relationship between the Parties unless the applicable law requires a longer Personal Data storage period. After the expiration of the period of Personal Data processing, the Platform Operator shall destroy the Personal Data in its possession.
- 9.4. The Platform has the right to transmit all collected significant information about the Platform User and their activity to law enforcement institutions, state authorities (e.g., State Tax Inspectorate, Data Protection Inspectorate, etc.), and other financial institutions if such a duty is mandated by the legislation, and in order to verify whether this Agreement and relevant legislation have not been or will not be violated. The Platform User explicitly consents to the Platform processing the data of the Platform User, including collecting, storing, registering, transferring (including data transfer to other Platform affiliated companies or data processors), etc., and receiving Platform User data and other information from third parties, databases, accounting systems.
- 9.5. The Platform User grants the Platform Operator the right to take necessary measures, including but not limited to, submitting requests to third parties directly or via third parties in order to verify the identity of the Platform User and the accuracy of other data submitted by the Platform User.
- 9.6. The Platform Operator emphasizes that, in all cases, it operates solely as a service provider for the Platform User and does not provide or offer any services to third parties.
- 9.7. The Platform Operator has the right to record telephone conversations with the Platform User. The Parties agree that telephone conversations and messages transferred via mail, email, and other telecommunication instruments may be considered as evidence when settling disputes between the Parties. By agreeing to this Agreement, the Platform User confirms their understanding and consent to the recording of any telephone conversations with the Platform User or their representatives by the Platform Operator. The Platform Operator stores records of telephone conversations and other correspondence for its own purposes and does not provide them to the Platform User.
- 9.8. The Platform User agrees that their wallet number and Personal Data required for payment transactions may be detected and displayed to another Platform User who intends to make a Payment to the Platform User if another Platform User enters a confirmed identifier of the Platform User (email address).
- 9.9. The Platform User agrees that the Platform will transfer the Personal Data of the Platform User to persons directly related to the provision of the Platform Services.

## **10. FORCE MAJEURE**

- 10.1. The Parties are exempt from the performance of obligations under the Agreement if it becomes impossible due to the occurrence of force majeure circumstances. Force majeure circumstances are understood to be conditions that meet all of the following criteria – they affect the performance of the Agreement, they have arisen during the term of the Agreement, the Parties are not responsible for their occurrence, the Parties could not have foreseen them when concluding the Agreement, the Parties cannot prevent or avoid them, including but not limited to, electrical and communication disruptions, or the unavailability or restricted availability of services provided by third parties if this affects the performance of the Agreement.
- 10.2. The Party referring to force majeure circumstances regarding the impossibility or delay in the performance of the Agreement shall immediately, as soon as such notification becomes possible, notify the other Party in writing, and take all reasonable and possible measures to eliminate these circumstances and mitigate their consequences.

## **11. COMPLIANCE AND LEGAL OBLIGATIONS**

- 11.1. The Parties hereby represent and warrant that they are not listed on any sanctions or restricted party list maintained by any government authority or international organization, and they shall promptly inform each other if they become so listed during the term of this Agreement.
- 11.2. Both Parties shall adhere to all applicable laws, regulations, and standards governing their respective activities in connection with this Agreement. This includes, but is not limited to, laws and regulations related to marketing, data protection, consumer protection, and any other relevant legal requirements in force.
- 11.3. Each Party affirms that the information provided to the other Party, whether it be in the form of marketing materials, data, reports, or any other information, is accurate, complete, and truthful to the best of their knowledge and belief.
- 11.4. Both Parties explicitly acknowledge and agree that they will not engage in or facilitate any activities related to money laundering, terrorism financing, or proliferation. This includes but is not limited to the provision of funds, assets, or any support to individuals, entities, or activities involved in such unlawful or prohibited actions. Both Parties shall maintain robust compliance measures to prevent any such involvement.
- 11.5. In the event that either Party is found to be in violation of any of the above clauses, the other Party reserves the right to terminate this Agreement immediately, without prejudice to any other rights and remedies available under applicable law.

## **12. CARD ISSUANCE**

- 12.1. The card is issued based on the Client's application on the Platform, subject to the discretion of the issuing authority.
- 12.2. The Platform Operator holds the right to reject the application without specifying reasons.
- 12.3. The Platform User must be at least 18 years old.
- 12.4. The issuing authority is not obligated to provide reasons for refusal, except in cases where it pertains to information obtained from specific databases, where the authority must disclose the results and the database involved.

## **13. OTHER TERMS**

- 13.1. By signing this Agreement, each Party certifies that it is legally and duly authorized to enter into this Agreement and undertake the obligations therein. Each Party has obtained all necessary approvals and consents, if required, for the conclusion of this Agreement and the execution of this Agreement, neither breaches nor may breach any other agreement entered into by the Party.
- 13.2. By signing this Agreement, each Party acknowledges that to ensure the proper execution of this Agreement, it is not necessary to obtain the consent and/or approval of any third party unless explicitly provided for in this Agreement.
- 13.3. This Agreement is prepared and interpreted in accordance with the laws of **United Kingdom**.
- 13.4. Any dispute, disagreement, or claim arising from this Agreement or related to its termination or nonperformance shall be resolved in the courts of **United Kingdom** upon mutual agreement.
- 13.5. In the event that either Party causes losses to the other Party, the liable Party is obliged to compensate for the aforementioned losses. The Platform Operator is only liable for direct losses. The maximum amount of Platform Operator liability is the amount of Service fees received from the Platform user for the period of the last three months before such liability arises.

- 13.6. Any notifications or information to be provided under this Agreement shall be provided in writing to and from the email address of the Platform Operator or from the email address left by the Platform User in the Platform User's application. A notification or information sent by email shall be deemed received on the second business day after dispatch.
- 13.7. The Platform has the right to unilaterally amend the terms of this Agreement by notifying the Platform User before such changes take effect. Changes to the Agreement come into effect on the eleventh (11) day after their notification to the Platform User. The Platform User has the right to reject the amendments to the Agreement no later than ten days after the Platform Operator's notification, informing the Platform Operator. In such case, the Agreement is terminated, and the Platform User Account on the Platform is closed after all the Platform User's funds are transferred to the Platform User's account specified by the Platform User.
- 13.8. The Platform Operator reserves the right to terminate this Agreement at its discretion by delivering written notice to the Platform User should the Platform User be found in material breach of any provisions of this Agreement or if any representation or warranty provided by either Party is rendered void.
- 13.9. The Platform User has the right to terminate this Agreement at their discretion by providing written notice to the Platform Operator with at least 30 (thirty) calendar days prior notice.
- 13.10. In the situations specified in clauses 13.8 and 13.9 the Agreement is terminated, and the Platform User Account on the Platform is closed after all the Platform User's funds are transferred to the Platform User's account specified by the Platform User.