

TERMS OF SERVICE

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These Terms of service (the "**Terms of service**") constitute a legally binding agreement between us and you, an Internet user (notwithstanding whether you are a natural person or an authorized representative or employee of a legal entity) accessing and using the Payri Platform ("**Platform**") and accepting these Terms of service and all associated documents. Depending on how you use the Platform, you can act either as a Customer or as a Subcontractor.

These Terms of service also include the rules for your use of the Platform. Please read and review these Terms of service before commence using the Platform. By accessing or using the Platform you acknowledge that you have read, understand and agree to be legally bound by all of the provisions of these Terms of service without any limitations whatsoever. These Terms of service are subject to change; please review it each time you access and/or use the Platform. You acknowledge and agree that by accessing or using the Platform, you shall be deemed as having accepted the most recent version of these Terms of service. If you do not agree to follow the terms of and/or be bound by these Terms of service, you may not access or use the Platform in any way.

For the purposes of these Terms of service the term "Platform" includes not only the Platform itself, but underlying software programs, software algorithms, databases and hardware, all content available on or by means of the Platform, all Platform design elements and all of the interactive services and functionality provided on or through the Platform, and any and all other elements and parts of the Platform without any limitation. You will be deemed using the Platform anytime you access (via computer, mobile device or other technology) or otherwise interact or communicate with the Platform or any parts or sections thereof or interact or communicate with other users of the Platform by means and with help of the Platform.

By accepting these Terms of service and agreeing to be bound by them, you agree that your access and use of the the Platform must be at all times performed in strict accordance with the following rules:

- Your accessing and use of the Platform must be performed by you in full compliance with these Terms of service, other applicable documents related to the Platform and all applicable laws (including but not limited to legislation and regulations regarding economic sanctions, anti-money laundering, combating terrorist financing, anti-corruption);
- You must always provide correct, true, current, and complete information about yourself and parties you represent, whichever is applicable;
- You must not perform any action listed in Section 10.

In the part not regulated by these Terms of service, the relationship between you and us is regulated by the Privacy Policy.

1. Definitions

In these Terms of service, in addition to those terms, the definitions of which are specified above and below in the text of the Terms of service, and except to the extent expressly provided otherwise:

"**Customer's Offer**" means the Customer's request for the provision of specific Services;

"**Subcontractor's Offer**" means the Subcontractor's offer for the provision of specific Services;

"Fee" means a fee due to be paid by you to us in accordance with provisions of these Terms of service;

"Confidential Information" means any information (scientific and technical, technological, financial and business, or other information, including information on data protection means, identification, authentication, authorization (logins, passwords, etc.), statistical data, user data, information about counterparties, products, services, research findings, etc. in any form (verbally, in writing, in electronic form, or otherwise) which has actual or potential commercial value by its non-public nature, which is not legally available to the public;

"We", "us", "our", or Operator means Lavalane LTD., a legally established entity in the Republic of Cyprus with the registered office at Kallipoleos 3, Flat/office 102, 1055, Nicosia, Cyprus;

"Customer" means the individual or legal entity, who is registered on the Platform in appropriate role and places a Customer's Offer as well as accepts the Subcontractor's Offer;

"Subcontractor" means the individual who is registered on the Platform in appropriate role and places Subcontractor's Offer as well as accepts the Customer's Offer and performs the corresponding Services;

"Payri Platform" or "Platform" means the online service managed by the Operator and available on website <https://payri.io> and subdomains;

"Personal Account" means the personalized module of the Platform, closed for public access. Personal Account is accessed by entering authentication credentials on the Platform sign in page: login and password;

"Effective Date" means the date of execution of these Terms of service;

"Intellectual Property" means copyrightable items (works protected by copyright) and related rights of any kind, as well as trade secrets (know-how), creation of which and assignment of intellectual rights (including the exclusive copyright). Intellectual rights means all rights with respect to Intellectual Property, including but not limited to exclusive rights in Intellectual Property, any exclusive rights (including but not limited to related rights, patent rights, rights in means of individualization, topologies of integrated circuits and trade secrets), and rights with respect to confidential information, domain name rights and rights to protection against unfair competition, in each case, both currently in effect and which may occur in the future, anywhere in the world, including the right to modify Intellectual Property, the right to disclose Intellectual Property, and all other rights related to Intellectual Property set forth in these Terms of service;

"Result" means the result of rendered Services which may contain, inter alia, Intellectual Property, or which by itself may be Intellectual Property;

"Services" means the works and services as described in the relevant task.

"You", "your" means the Customer or the Subcontractor.

2. User eligibility. KYC

2.1. Age restrictions. If you intend to use the Platform as a Subcontractor, you must be not less than fifteen (15) full years of age if you are a citizen of the European Union or any other country. If

you are a minor in the jurisdiction of your residence, you shall obtain all necessary permissions and consents for rendering of Services under these Terms of service if such are required under the applicable laws.

2.2. Appropriate authorization. If you intend to use the Platform as a Customer and you represent a legal entity, you must be duly authorized by such legal entity to register on the Platform and use its functionality.

2.3. KYC procedure. By agreeing to these Terms of service, when you register on the Platform or at any time in the future after your registration, you accept that KYC compliance procedure in relation to you, including your identity verification, may be required and in this regard you authorize us to undertake these compliance checks on you, either directly or by using relevant third party service providers which on our behalf will carry out such verifications, and/or by using third party databases and other sources. The Platform reserves the right to monitor and review on an ongoing basis any information you provided as necessary to satisfy any applicable law, regulation, sanctions program, embargo, legal process, or competent authorities' request. You authorize the Platform to conduct necessary investigations directly or through third party service providers to (i) protect the Platform, our business partners, Customers and Subcontractors from any illegal activities, (ii) in case there is a suspicion of money laundering, terrorist financing, fraud, other illegal activities conducted through the Platform, (iii) verify the information you provided (if necessary, including but not limited to, your residential address, specialization and payment related information) and your information against third party databases and other sources, or (iv) as required by applicable laws. You also agree that for these purposes additional information about yourself may be requested by us at any time considered necessary and you agree to cooperate with all reasonable requests made by us and you permit us to keep records of such information. We will collect and process such information in accordance with our [Privacy Policy](#). You also expressly agree that in case of failure to verify your identity (whatever the reason) or to provide the relevant information, or in case there is a good reason to suspect that you are behaving fraudulently and/or criminally or that your use of the Platform could damage our reputation, we have the right to refuse, suspend or terminate your access to our Platform and to suspend or terminate your Personal Account at any time.

2.4. Correctness of information. You expressly agree that all of the information you provide upon registration must be correct, true, current, and complete, and agree to timely update any information you provide to us.

2.5. Misleading or false information. Providing misleading or false information about your identity is forbidden and constitutes a material breach of these Terms of service. If we believe that the information you provide is not correct, truthful, current, or complete, or is false or misleading, we have the right to refuse, suspend or terminate your access to the Platform and to suspend or terminate your Personal Account at any time.

3. How it works

3.1. Nature and Scope.

(a) For Customers. The Customer can place Customer's Offers, inviting Subcontractors to perform the relevant Services. The Customer can also accept Subcontractor's Offers.

(b) For Subcontractors. The Subcontractor can accept Customer's Offers placed by the Customer. The Subcontractor can also place Subcontractor's Offers that are not initially associated with a specific task. Such offers can be accepted by the Customer.

4. Submitting and Accepting of Offers

4.1. Making a Customer's Offer. Such an offer is made by the Customer through the functionality of the Platform. The Customer's Offer must contain the necessary details for it, including, but not limited:

- The essence of the Services required to be provided by Subcontractor;
- Deadlines;
- Costs;
- Other relevant details or requirements.

4.2. Making a Subcontractor's Offer. Such an offer is made by the Subcontractor through the functionality of the Platform. The Subcontractor's Offer must contain the necessary details for it, such details correspond to those specified in the Clause 4.1.

4.3. Consideration of the Customer's / Subcontractor's Offer. You can use the Platform's functionality to see offers placed by others. If you agree with the conditions of a specific Customer's / Subcontractor's Offer, you accept it. Upon acceptance of such offer by you, a task is formed and rendering of the Services, as well as acceptance and payment, shall be carried out. If such an offer is not accepted by you, nothing will impose any obligations on you.

5. Acceptance of tasks

- 5.1. General Provisions on the Acceptance.** The Subcontractor upon completion of the Services rendering under the relevant task shall attach Results to the Platform and shall activate the checkbox "Finish" or any other appropriately labeled button or checkbox designated for this purpose. After that, the Customer receives a notification about the completion of the task. The Customer shall secure acceptance of the Services under the relevant task in accordance with the provisions of this Section (the "**Acceptance**").
- 5.2. Time for Acceptance.** Unless otherwise agreed by the Customer and the Subcontractor in the relevant task, the Customer shall have five (5) calendar days for the Acceptance following the receipt of notice of the Subcontractor's completion of the Subcontractor's provision of the Services. The Customer can confirm Acceptance or refuse it. The Customer can notify the Subcontractor of any failure through the functionality of the Platform. Such notice shall describe the failure in a manner reasonably sufficient to allow the Subcontractor to identify it. If the Customer does not provide Acceptance within the time for Acceptance, the task will be considered accepted, and the Subcontractor can receive any payments contingent upon such Acceptance. Once given, Acceptance is conclusive and binding on both the Customer and the Subcontractor.
- 5.3. Failures in the Services.** If the Customer has specified any failures in the Services, the failure must be rectified by the Subcontractor within ten (10) days unless another term is reasonably required by the Subcontractor. When the Subcontractor considers that it has made the necessary corrections, the Subcontractor shall redeliver the task to the Customer and the provisions above shall be reapplied.

6. Intellectual Property

- 6.1. Rights related to the Platform.** All rights, title and interests, including but not limited to the exclusive copyrights and other intellectual property rights in and to the Platform and all parts, elements and sections thereof including without limitation any and all computer code, technology, website engine, themes, objects, logos, artwork, menu items, user interface, embedded services, functionality, design of the Platform, message exchange system, text, illustrations, photographs, graphics, audio files, video files, audio-visual files, and other materials and content available on or through the Platform are owned by us and/or our licensors and/or third parties, constitute intellectual property of said parties, and we and our licensors and such third parties retain all right, title, and interest in and to these intellectual property items. All contents of the Platform, including the selection, arrangement, and look and feel, are protected by various national copyright, trademark and trade secret laws and by international treaties and conventions. No right, title, license or other interest in any of the contents or any patent, trademark, copyright or other intellectual property rights are transferred, assigned, licensed or otherwise conveyed to you by your access to and use of this Platform, and we, or the party that provided the relevant intellectual property, at all times retains all right, title, and interest in any such intellectual property that you may be accessing or using on the Platform.

6.2. Rights related to Services. To the extent the Results include any materials that are related to the Intellectual Property, the Subcontractor undertakes to transfer it to the Customer (to the extent the Subcontractor has such rights).

6.3. Third Parties' rights. The Subcontractor must create Intellectual Property while rendering the Services without using the Intellectual Property of third parties and without infringement of any third party to any Intellectual Property. If it is not expressly provided for by the relevant task, the Subcontractor shall not use in the creation of Intellectual Property any software with open source code or any other intellectual property use of which is allowed based on open licenses, if the terms of such open licenses do not provide for the ability to unrestricted and royalty-free use of such open-source software or other intellectual property as part of Intellectual Property, including in commercial software products, or in commercial activities by any party. If Intellectual Property belonging to third parties has been used by the Subcontractor in the process of rendering Services, the Subcontractor undertakes to obtain all necessary rights to it and transfer it to the Customer. The Subcontractor undertakes independently and at its own expense to settle all claims of third parties related to Intellectual Property created or used in the provision of Services.

6.4. Remuneration. The payment for the Subcontractor's Services, as outlined in these Terms of service, includes compensation for the assignment of any Intellectual Property created during the provision of these Services.

7. Compensation and Payments

7.1. Compensation. The Customer shall pay for relevant tasks within seven (7) days from the moment of its Acceptance. In the event when the Customer does not pay for the task within the specified time, the amount equal to the cost of the respective task will be automatically deducted from the Customer's balance on the Platform. In the relevant task, the Customer and the Subcontractor may agree on a certain schedule of payments, including provisional pricing, retainers, advance payments, or any other term and procedure as deemed necessary.

7.2. Fee. The cost of the task includes our Fee due to be paid by you. The Fee is withheld at the time of a payment by the Customer to the Subcontractor or by another method determined by us.

7.3. Taxes and commissions. You shall bear your bank commissions arising due to the fund transfer. You shall bear taxes, duties and other levies applied to them.

8. Exclusions and Liability

8.1. Access to the Platform. The Platform may not be available in some countries and may be provided only in selected languages. The Platform may be network dependent. We reserve the right, in our sole discretion, to change, improve and correct the Platform. The Platform may not be available during maintenance breaks and other times. We may decide to discontinue the Platform or any part thereof in its sole discretion and at any given moment. We do not represent or warrant that the Platform, or any part or functionality thereof, is appropriate or available for use in any particular jurisdiction, and does not represent or warrant that your access to the Platform will be error-free, virus-free, uninterrupted.

8.2. Limitation of Liability. To the fullest extent permitted by applicable law, in no event we shall be liable for any loss of profits or revenues, loss of contract or business opportunities, loss of goodwill, any indirect, special or consequential loss or damages arising out or in connection with these Terms of service.

8.3. Representations and Warranties. You hereby represent and warrant to us that (a) you have the requisite power and authority to enter into these Terms of service, to perform its obligations contained herein (if necessary, have licenses and other necessary permits and qualifications), and to consummate the transactions contemplated; (b) you have duly executed and delivered these Terms of service and have obtained the necessary authorisations to execute and deliver these Terms of service and to perform its obligations herein and to consummate the transactions contemplated; (c) these Terms of service is a valid, legal and binding obligation for you enforceable against you in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether such enforcement is considered in a proceeding at law or at equity).

8.4. Indemnity. You agree to defend, indemnify and hold us, our subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, directors, agents, representatives, licensees, authorized designees, successors, assigns and contractors harmless from and against, and reimburse to us or any such party in full any costs or expenses arising or resulting from, any and all third party claims and all liabilities, assessments, actions, causes of action (regardless of the form), losses, damages, awards, judgments, fines, costs, expenses, and attorneys' fees resulting from or arising out of:

- any breach by you of these Terms of service;
- your infringement or violation of any intellectual property, other rights or privacy of a third party, including but not limited to other users of the Platform; and
- misuse of the Platform by a third party where such misuse was made possible due to your failure to take reasonable measures to protect your username and password against misuse.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the Platform.

8.5. No Additional Warranties. The Platform is provided on an "as is" and "as available" basis without any warranties or representations of any kind to the fullest extent permitted by applicable law; we make no warranties or representations regarding the secureness of the results of the Platform, and its functionality. We hereby disclaim all and any warranties, representations and conditions related to the Platform, whether express, implied or statutory, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement and assumes no liability.

9. Privacy

9.1. Privacy Policy. In the course of your use of the service, personal data may be processed by us. Processing is any action (operation) with personal data, including their collection and further use, as well as transfer to third parties. Our processing of your personal data is governed by the [Privacy Policy](#).

9.2. Roles in the processing. You and we act as a separate and individual controller of personal data that we process in connection with the Terms of service. Neither Party acts as the other Party's processor of personal data. You are obliged to comply with the requirements of the applicable data protection legislation when processing personal data received from us in connection with the Terms of service. You are obliged to ensure the confidentiality and security of personal data received by you from us in connection with the Terms of service.

9.3. Data of third parties. If you disclose to us any personal data of third parties, you are obliged to ensure that there is: (a) a sufficient legal basis for the disclosure of personal data to us and further processing of personal data by us, our affiliates and partners; (b) a notification of such data subjects on the disclosure of their personal data to us and the subsequent processing of personal data by us, our affiliates and partners.

10. Restrictions

When using the Platform, you shall not:

- make any attempts to gain unauthorized access to any part or any functionality of the Platform or to any network connected to the Platform;
- impersonate (equal to using any data of a third party in the Personal Account) or falsely claim affiliation with any person or entity and register as the Subcontractor a group (association) of persons or a legal entity;
- use any algorithms, methods, techniques, processes, or devices to obtain unauthorized access to third-party information via the Platform; to obtain access, acquire, copy or track any part of the Platform, to reproduce or obtain access in circumvention of the navigation or display system used within the Platform; to obtain or attempt to obtain any materials, documents or information using any means not specifically provided through the Platform;
- post any information on behalf of a third party within the Platform without having the appropriate permission/consent;
- post or discuss in any form any advertising materials, including links to websites or referral links, without prior approval from us;
- post any materials or information in violation of third-party rights, including, but not limited to, in the field of intellectual property, copyright, and/or related rights;
- post information or materials that may mislead other persons;
- insult, defame, humiliate, or threaten, or damage the business reputation of other users or third parties, or infringe their rights in any other way;
- post, publish, or distribute any illegal, obscene, harmful information;
- illegally collect the personal data of other users and third parties;
- distribute any software viruses, Trojans, corrupted files, or any other elements of destructive or misleading nature;
- post restricted access information (state or commercial secrets, privacy information of third parties);
- use the Platform in any other illegal activities or violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- create multiple Personal Accounts within the Platform;
- decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of the Platform;

- use any automated program, tool or process (such as web crawlers, robots, bots, spiders, and automated scripts) to access the Platform or any server, network or system associated with the Platform.

11. Term and termination

11.1. These Terms of service shall be effective from the Effective Date and will remain in full force and effect unless terminated in the case of any of the following events:

- (a) by us at any time;
- (b) by you upon giving to us a written notice of termination which will be effective in thirty (30) days upon receipt of the written notice thereof.

11.2. Termination of these Terms of service, whatsoever occasioned, shall not affect any accrued rights or liabilities of either us or you nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

11.3. You may terminate your access and use of the Platform if you no longer wish to use the Platform by permanently deleting your Personal Account. Please note that such deletion of your Personal Account will not result in us deleting all your personal data, as we are required to process them in order to fulfill our legal obligations. We may suspend, terminate, modify, restrict or delete your access to the Platform at any time at our sole discretion, with or without notice to you, if there is an indication that you have breached these Terms of service. If you are found to be in a material breach of these Terms of service, such as being found violating Section 10 we reserve the right to both suspend your Personal Account for an indeterminable amount of time and notify the relevant government officials in the relevant jurisdiction if your actions may be classified as illegal and punishable under applicable laws.

11.4. The Operator reserves the right to suspend, terminate, modify, restrict or delete your access to the Platform at any time at its sole discretion, with or without notice to you, if any message to your email address connected to your Personal Account is returned as undelivered.

12. Confidential Information

12.1. You undertake that unless otherwise agreed to in writing, all Confidential Information disclosed to you under these Terms of service (including the Results) will be kept confidential and not disclosed to any person and be retained with a reasonable level of protection and security against unauthorized access. Subject to the provision set hereunder, you may not:

- (a) disclose any Confidential Information; or
- (b) use any Confidential Information in any manner which may cause or be calculated to cause loss to us.

and you must use its best endeavors to ensure that none of your auditors (if any), agents or other persons or any of your affiliates do any of the above.

12.2. You may disclose, and may permit your auditors, agents or other persons to disclose, any Confidential Information:

- (a) with the prior written consent of us; or
- (b) if the Confidential Information has come within the public domain, other than by a breach of this Section by you; or
- (c) if it is required and ordered to do so by a governmental agency.

13. Miscellaneous

- 13.1. Notices.** Any notice or any other communication including, but not limited to, any request, demand, consent, waiver, approval, to or by any party to these Terms of service must be in legible writing or by electronic communication addressed to another party through the functionality of the Platform.
- 13.2. No Exclusivity.** These Terms of service do not create an exclusive relationship between us and you.
- 13.3. Applicable Laws and Jurisdiction.** These Terms of service shall be governed by and construed in accordance with the laws of the Republic of Cyprus, without regard to any conflict of law rules. All disputes, controversies and differences between us and you arising out of or in connection with these Terms of service, including any questions regarding its existence, validity, or termination, shall be referred to and finally settled by the courts of the Republic of Cyprus at our location.
- 13.4. Severability.** If any provision of these Terms of service is held to be illegal, invalid, or unenforceable: (i) that provision shall be deemed amended to achieve, as nearly as possible, the same economic effect as the original provision, and (ii) the legality, validity, and enforceability of the remaining provisions of these Terms of service shall not be affected or impaired thereby. If a court or other body of competent jurisdiction finds any provision of these Terms of service, or a portion thereof, to be invalid or unenforceable, the other provisions will remain in full force and effect.
- 13.5. Language.** These Terms of service are drafted in the English language and if translated into any language other than English, the English language text shall prevail.