

## **TERMS AND CONDITIONS FOR THE PROVISION OF INFORMATION TECHNOLOGY AND OTHER SERVICES**

These Terms and Conditions for the Provision of Information Technology and Other Services (hereinafter – Terms) sets forth the legally binding terms and conditions for your use of the Services. Please read the Terms, including all links to details, carefully before accessing and/or using the Services.

### **1. Terms and Definitions**

In the Terms, unless the context requires otherwise, the following terms shall have the following meanings:

*Activation Code* – the sequence of figures (numeric code) allowing you to receive access and the rights on the use of the corresponding Content unit for a fixed term through the activation of this code.

*Anti-Money Laundering Requirements* - the applicable laws, rules, and regulations regarding anti-money laundering and anti-terrorist financing.

*Content* – the multimedia software products (computer programs or databases) are subject to copyright, and relating to which the rights (the license) to use these products are transferred in accordance with the conditions hereof. The Content will be transferred to you in the form of the Activation Code. The terms and conditions of using the Content shall be stipulated by the authorized licensee and be accepted by you on the relevant Content website after activation procedure.

*Goods* – goods, services, results of intellectual activity and other types of objects of civil rights not prohibited and not restricted, sold by the Payees to you.

*Parties* – we and you.

*Website Payment* - funds in the currencies specified by us accepted by us from you via the Website for the purpose of fulfilment of your monetary obligations to the Payee as the payment for Goods purchased by you from the Payee.

*Payee* - a legal entity or an individual entrepreneur receiving your funds for the Goods.

*Promo Code* - a certain sequence of characters, granting you a discount on the Services in the amount specified by us, subject to activation of such Promo Code and compliance with other conditions of use of the Promo Code. Activation shall be carried out by entering the Promo Code into a special field when making the Website Payment or any other action provided by the terms of use of the Promo Code.

*Promotion* - an action aimed at attracting attention to the Services as well as stimulating use of the Services, under which the Promo Code is issued in accordance with the terms and conditions of the Promotion and the Terms.

*Remuneration rates* – our remuneration rates posted on payment form on the Website along with the costs of the Content (if applicable).

*Services* – the services we arrange to be provided to you under the Terms. The Services shall include:

- i) providing you with the user interface enabling to make the Website Payment; providing you with the informational support of the Website Payment made by you in order to execute the Website Payment in favour of the Payee, as well as prompt transmission of the information to the Payee on the Website Payment made;
- ii) providing you with the access to use the corresponding Content unit for a fixed term through the activation of the Activation Code.

*We* – Solar Green s. r. o., Registration number: 54 611 521, address: Karpatské námestie 7770/10A Bratislava - mestská časť Rača 831 06, Slovak Republic.

*Website* - website [https:// kupisteam.ru](https://kupisteam.ru).

*You* - any individual over 18 (Eighteen) years old using the Services and/or using other functionalities of the Website.

## **2. Subject Matter of the Terms**

2.1 We shall undertake to render the Services to you via the Website and you shall undertake to accept them and pay for them in accordance with the Terms. The following Terms apply to you using the Services, i.e. making the payments via the Website, receiving the access to the Content and using any other online services that are provided for on the Website and that post a link to these Terms. The Services are made available by us and other third parties engaged by us for the purposes of providing the Services.

2.2. The Terms contains all terms and conditions for conclusion an agreement on provision of information technology services between you and us and constitute the written agreement between you and us. The offer to enter into the agreement shall be valid from the moment of the publication of the Terms until its withdrawal by us. The completion of actions specified in the Terms is the confirmation of your consent to conclude the agreement on the Terms. The agreement shall be deemed concluded and shall become effective from the moment of first

completion by you of the actions stipulated in the Terms. Each time you access and/or use the Services including but not limited to make the payment, you agree to be bound by and comply with the Terms. Therefore, do not use the Services if you do not agree. In the event of a violation of these Terms, we reserve the right to seek all remedies available by law and in equity.

2.3. The Terms posted on the Website at each time of use apply to that use, and the Terms may be prospectively updated by us unilaterally from time to time. Posting of new Terms on the Website is notice to you thereof. New Terms shall come into force from the moment of publishing the new Terms on the Website unless otherwise is specified in the new Terms.

2.4. Without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes – we could not render the Services and you shall not use the Services.

2.5. The Services and all their features are provided on an ‘as is’, ‘as available’ basis. We make no representation of any kind whatsoever for the Services or the content, materials, information and functions made accessible by the Services. Our obligations are limited only to those expressly specified herein. We do not grant warranties of any kind, either express or implied, as regards the Services.

2.6. We shall have the right to engage third parties in rendering the Services. We will not be liable for acts/omissions of the authorized licensee of the Content.

### **3. Rights and obligations of the Parties**

3.1 We undertake:

3.1.1. to provide the Services to you in accordance with the Terms;

3.1.2. to comply with the procedure for accepting the Website Payments from you in accordance with the applicable laws as well as the requirements of the Anti-Money Laundering Requirements;

3.1.3. when accepting the Website Payments to provide you with the amount of remuneration paid you to us, if such remuneration is charged (including deduction of any remuneration from the amount of the Website Payment accepted), as well as your other expenses related to the Website Payments;

3.1.4. to issue to you a document confirming the Website Payment (receipt);

3.1.5. to accept your claims related to the Services.

3.2 We shall have the right:

3.2.1. to charge our remuneration and the costs of the Content (if applicable) from you for the Services according to the Terms, the Remuneration rates and conditions of the purchase of the Content;

3.2.2. to refuse to render, suspend the Services in any cases preventing rendering the Services without advance notice or liability.

3.3 You undertake:

3.3.1. before using the Services and making any payment to carefully read the Terms, and only if you unconditionally agree with them, confirm the fact of reading and consent by making the payment on the Website.

3.3.2. to strictly comply with the Terms;

3.3.3. to pay our remuneration, the costs of the Content, if any, in accordance with the Terms, Remuneration rates and conditions of the purchase of the Content;

3.3.4. to keep the receipt until the moment of the confirmation of receiving the Website Payment by the Payee;

3.3.5. correctly fill the Payee details necessary for making the respective Website Payment. We shall not be liable if you provide incorrect information;

3.3.6. to strictly comply with the terms and conditions of using the Content determined by the authorized licensee of the Content.

3.4. You shall have the right:

3.4.1. to use all or part of the Services according to the Terms;

3.4.2. to purchase one single Activation Code for one single unit of the Content on a single order;

3.4.3. to send an enquiry regarding the Services, including but not limited to the terms of access to use the Content, to the email address posted on the Website;

3.4.4. to lodge a claim in relation to the non-fulfilment or improper fulfilment of the Services according to the procedure stipulated in Section 7 herein.

3.5. The terms and conditions of the Promotion, the Promo Code, the terms of its use and the discount may be delivered to you in any manner, including but not limited to specifying it on the Website or other resources agreed by us, sending it to you by email.

We reserve the right to prematurely terminate and/or change the Promotion and/or use of the Promo Code. The Promo Code may be used by you exclusively if the terms and conditions of use

of the Promo Code are delivered directly to you by us or third parties engaged by us. One Promo Code can be used by you only once, unless otherwise specified in the terms and conditions. The amount of the discount shall not be paid in monetary form.

#### **4. Payment Procedure**

4.1. All Website Payments shall be made via the Website through any of the payment methods that are accepted at the time of the Website Payment by us. Your agreement with the payment method provider governs your use of your designated electronic payment instrument and/or payment account, and you must refer to that agreement and not the Terms to determine your rights and liabilities as a payment instrument and/or account holder.

4.2. Payments for the purposes of purchasing the Content shall be made in a procedure similar to that for the Website Payments hereunder.

4.3. You represent and warrant that you will not use any card or other form of payment unless you have all necessary legal authorization to do so. You, and not we, are responsible for any unauthorized amounts billed to your payment instrument, account by a third party. You agree to pay all fees and charges incurred in connection with your Website Payments (including any applicable taxes) at the Remuneration rates in effect when the charges were incurred. If we do not receive the amount from your payment method provider or its agent, you agree to pay all amounts due upon demand by us or our agents. We shall automatically charge and withhold the applicable taxes, fees or charges that we deem is required at the time of the Website Payment.

4.4. To the extent applicable, you agree to receive emails from us in connection with the Services, including but not limited to the Website Payments, the Content, Promotions and Promo Codes as well as informational, promotional emails about our products and services, via the email provided when using the Services, without regard to time of day.

4.5. For the purposes of making the Website Payments you entitle us to carry out the currency conversion (if applicable) at the exchange rate set by the payment method providers or market exchange rate taking into account our remuneration. The final amount to be debited after conversion shall be notified to you at the moment of the Website Payment execution.

4.6. After receiving the Activation Code, you shall have no right to claim for refund the payment for that Activation Code. Should you have not received the Activation Code within 72 hours after successful payment, you shall have the right to claim for refund using the email address posted on the Website. After 72 hours of successful payment, you cannot claim for a refund.

4.7. You understand that due to the nature of third parties involved, settlements to recipients, including the Payees, authorized licensee of the Content can be delayed or rejected.

Notwithstanding the foregoing, we will not be liable for any delays in receipt of money or errors in debit and credit entries caused by third parties involved.

## **5. Miscellaneous**

5.1. This agreement shall come into force from the moment of its conclusion in accordance with clause 2.2 hereof and shall remain in force until the full and proper fulfilment.

5.2. Your use of the Services is subject to our Personal Data Processing Policy, which is expressly incorporated into these Terms by reference. Please review the Personal Data Processing Policy carefully before accessing and/or using the Services.

5.3. All content, including text, graphics, logos, images, and software, is our property or the property of our licensors. You agree not to reproduce, modify, distribute, or use the content without our written consent.

## **6. Liability of the Parties. Limitation of Liability**

6.1. The Parties shall be liable for fulfilment of the obligations assumed hereunder in accordance with the current legislation of Slovak Republic.

6.2. You shall be solely liable for any losses or other negative consequences arising as a result of non-fulfilment or improper fulfilment of obligations hereunder, including as a result of incorrect filling in by you the Payee details.

6.3. We shall not be liable for failure to fulfil our obligations hereunder if such failure was caused by force majeure circumstances, which we could neither foresee nor prevent by reasonable measures. For the purposes hereof this Agreement, force majeure may include, without limitation acts of God, power outages, fire, flood, theft or earthquakes; interruptions due to technical malfunctions, scheduled maintenance, incomplete and error operability of the gateway and communication channels.

6.4. We shall not be responsible for third parties or their content, advertisement(s), websites, products and/or services. We may make advertisements and third-party content or services available to you on or via our Services, which we do not control.

6.5. To the extent permitted under any applicable law, under no circumstances we will be responsible or liable for any loss or damages of any kind, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- the Services (including the content);
- your use of or inability to use the Services, or the performance of the Services;

- any action taken in connection with an investigation by us or law enforcement authorities regarding your access to or use of the Services;
- any action taken in connection with copyright or other intellectual property owners or other rights owners;
- any injury you sustain directly or indirectly as a result of your use of the Services, any Goods, Content purchased through the Services;
- any errors or omissions in the Services' technical operation; or
- any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

6.6. Our total aggregated liability to you under or in connection with the Terms, whether arising from tort (including negligence), breach of contract, or otherwise, shall not exceed an amount equal to an amount paid by you to us in connection with the Website Payments that underlie the claims.

## **7. Claims and Disputes Procedure**

7.1 All disputes and disagreements arising between the Parties in the course of execution hereof shall be resolved in the claim procedure. In case of our improper performance of obligations you have the right to lodge a claim.

7.2. We accept your claims in one of the following ways (at your choice):

7.2.1. by submitting the claim using the email address posted on the Website;

7.3 Claims shall be considered in accordance with the procedure and within the terms established by the current legislation of Slovak Republic. The reply shall be sent to the address specified by you in the claim.

7.4 In case of failure to reach an agreement between the Parties in connection with the submitted claim, the dispute shall be considered in court in accordance with the legislation of Slovak Republic.