

CLIENT LICENSE

Hereinafter in the text of this License, the Company is understood as:

APIN FORTE LTD (incorporated under the laws of the Republic of Cyprus, address: 5 Spyrou Kyprianou, 2nd floor, office 202, 4001, Limassol, Mesa Geitonia, Cyprus, registration number: HE382636), acting as a Licensor in relation to all users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America.

ROCKNET Inc (incorporated under the laws of the United States, address: 901 North Pitt Street, Suite 170, Alexandria, VA 22314, USA, EIN 85-2230230), acting as a Licensor in relation to all users who are citizens or permanent residents of the United States of America.

Attention! We strongly recommend that you read the text of this client license! Registering an account in the prescribed manner, installing, launching or otherwise starting to use the Cashback platform means your full acceptance of all the terms of this client license and its proper conclusion in the manner prescribed by the applicable laws in order to accept the public offer. Your failure to fully accept the terms of this client license implies the absence of rights to use the Cashback platform for any purpose.

This Client license (hereinafter referred to as the "License") is concluded between the Company and you - Sublicensee (in the text - "Licensee") and sets the conditions for the use of the following objects of intellectual property (computer programs) that make up the Cashback platform:

- **Company's Website:** www.switips.com (in relation to all users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America; www.myswitplanet.com (in relation to all users who are citizens or permanent residents of the United States of America).

- **Personal Account, located on the Company's Website.**

- **Mobile application "MYSWITPLANET".**

Basic terms:

Rightholder – FIMOLVIA HOLDINGS LTD, a company registered under the laws of the Republic of Cyprus, address: 5 Spyrou Kyprianou, 2nd floor, office 202, 4001 Limassol, Mesa Geitonia, Cyprus, registration number: HE349091.

Cashback platform - the Website in the Internet www.switips.com (in relation to all users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America; www.myswitplanet.com (in relation to all users who are citizens or permanent residents of the United States of America), as well as unique software, including the MYSWITPLANET mobile application ("Mobile Application"), used to enable Licensees to purchase Goods, sold by the Stores on the terms and conditions approved by them with the use of a deferred discount ("Rules of Promotions"), by bringing the terms of the Promotions to the Licensees.

Personal account - Licensee's account on the Cashback platform.

MYSWITPLANET mobile application is a software (computer program) whose interface is adapted for use on mobile electronic devices, allowing the Licensee to access the Personal Account in order to use its functionality.

Licensee - a capable individual who accepted the terms of present License and uses the Cashback platform in the manner and under the terms of present License (including capable individuals, registered as an entrepreneur or in other similar capacity in accordance with applicable law).

Licensee's Account is a record stored in the corresponding computer program containing the information necessary to identify the Licensee when providing access to the Personal Account

(including through the Mobile Application). Such a record, including Licensee's login and password, email address and mobile phone number (or other similar means of authentication).

Status - a set of services selected by the Licensee, offered for use by the Company through the Cashback platform. Cashback platform statuses are presented in two forms:

- Status "Classic" - the basic set of services of the Company, which does not require payment and entering the referral link of the invitee, provided to the Licensee after completing the registration procedure and activating the Personal Account on the Platform by confirming the mobile phone number and/or email address;

- Status Silver - the basic set of services of the Company, which does not require payment and is provided to the Licensee after completing the registration procedure, provided that the Licensee has entered the referral link of the invitee and activated the Personal Account on the Cashback platform by confirming the mobile phone number and/or email addresses. The Silver package is also provided to the Licensee on conditions of transition from the Classic package;

- Status "Gold" - a paid set of services of the Company, which grants the Licensee the right to receive a deferred discount in the amount increased in relation to the "Classic" and "Silver" statuses. The Gold Status is provided to the Licensee subject to the procedure for activating the Personal Account by confirming the mobile phone number and/or email address and fulfilling the conditions for receiving the Gold package.

The description of the statuses can be found in more detail at <https://switips.com/loyalty> - for the Russian Federation and the CIS countries; for the USA - in the Client's Personal Account.

Business - a legal entity or an individual entrepreneur, registered in the specified quality in accordance with applicable law, conducting activities in the territory of the relevant state for the sale of goods, works and services to consumers, organizing and financing the conduct of Promotions.

Promotion is a set of events organized and funded by the Business in accordance with the terms and conditions approved by him (brought to the Licensee's attention, including on the Cashback platform), aimed at stimulating the sales of Goods by paying a deferred cash discount to consumers for the purchase of such Goods.

Rules of promotions (Offer of Shops) - the terms of the Stocks approved by the Store, providing for the procedure for concluding a transaction between the Business and the Licensee for the sale of the Goods with the condition of providing a deferred cashback to the Licensees. The Company and the Shop undertake, each separately, to ensure the accuracy and completeness of information about the implemented Promotions.

Deferred Discount (Discount/Cashback) - a discount from the price of the Goods provided by the Shop in the form of returning to the Licensee, through the Company, a part of the funds spent by him for the purchase of Goods.

Product – goods, works, services, and results of intellectual activity for which the Business provides a discount for Licensees in accordance with the terms of the Promotion on terms independently determined by the corresponding Store.

Contract – an agreement concluded by the Business with the Licensee for the sale of Goods in accordance with the requirements of applicable law, with the condition of providing Discounts on the terms of the Agreement and Promotions held by the Business.

Agreement – an agreement (accepted offer of Partners) that provides an opportunity to conclude a Contract with the condition of providing a Discount, on the terms set out in the offer of Partners. The agreement is concluded on the terms of the Partners' Offer by accepting it by the Licensee in the manner specified in the Partners' Offer.

1. General terms of the License.

1.1. All provisions of the License apply both to the Cashback platform as a whole and to its individual components, including the Personal Account and Mobile Application, as well as their original code and other derivative parts.

1.2. The Licensee's acceptance of this License is deemed to be provided to the Company upon the Licensee's specifying his data when the Personal Account's account is activated on the Cashback platform and the Licensee's click on the "Registration" button on the Company's Website and/or Mobile Application "MYSWITPLANET".

Fixing the fact of the conclusion of the License is carried out by the Company in electronic form and is stored in the hardware and software complex of the Company. Extracts from the hardware and software complex of the Company can be used as evidence in dispute resolution, including in court.

1.3. Use of the Cashback platform is permitted only under the terms of this License. If the Licensee does not accept the terms of the License in full, he is not entitled to use the Cashback platform for any purpose. The use of the Cashback platform in violation (non-fulfilment) of any the conditions of the License is prohibited.

1.4. The use of the Cashback platform is carried out under the conditions defined by the Company in this License, as well as in other regulations governing the use of the Cashback platform and communicated by the Company to the Licensee through public access on the Company's website. Other use of the Cashback platform is possible only on the basis of a separate agreement with the Company.

1.5. The Company has the right, on its own initiative, to refuse/withdraw its consent in concluding this License to a person who does not comply with the requirements of applicable law, as well as this License, which expressed its intention to conclude this License, at any time, including the period after the Licensee registered the account of the Personal account.

1.6. In the event of a conflict between the provisions of this License and the information provided in the Cashback platform, the provisions of the Cashback platform shall prevail.

2. Terms of use of the Cashback platform.

2.1. The Company as an entity authorized by the right owner grants the Licensee a non-exclusive non-transferable right (as a simple non-exclusive sub-license) to use the Cashback platform for its direct functional purpose (using the object "as is"), in accordance with the requirements of this License and other guidelines obligatory for compliance Licensees. The right to use the Cashback platform is provided by the Company by ensuring that the Licensee has access to the use of the Cashback platform as part of the package selected by the Licensee.

2.2. The main functional purpose of the Cashback platform is the organization and control of the Licensee's participation as a recipient of a deferred discount (Cashback) for the purchase of Goods based on the results of participation in Promotions, as well as the organization of the process of own participation in the Company's marketing activities.

2.3. The list of specific functions and services of the Personal Account available to the Licensee for use is determined by the Licensee selected and paid for (if the corresponding Package provides for its chargeable use) in the prescribed manner the corresponding Package. The specific functional content of the Statuses is provided by the Company in the public domain on the Company's Website, the functions of the Cashback platform include, in particular:

- The function of tracking the activity of the Stores implementing the Promotions and the conditions for their holding;
- The function of controlling your own history of acquisitions of goods from stores, the implementation of statistics;
- The function of obtaining information about its status, the balance on the account in the Personal Account Cashback-platform;
- The function of sending invitations to potential Licensees using a referral link;
- The function of managing mailings and notifications to the Licensee based on its own interests and preferences;
- The function of editing your own profile in the Cashback platform;

- The function of ordering the issue of payment cards from partners of the Cashback platform, as well as the ability to manage already issued payment cards;

-The function of communication with the support service Cashback-platform if you have any questions;

2.4. The use of the Cashback platform is carried out by the Licensee both on a paid and non-paid basis in the manner provided for in this License.

2.5. The use of the cashback platform is available to capable Licensees. The company does not verify the accuracy of personal information describing the capacity and availability of the necessary authority to enter into the License provided by the Licensee.

The company assumes that the license doesn't need to be licensed.

2.6. In cases where the use of the Cashback platform functionality is carried out by the Licensee in order to gain commercial benefits (except for benefits in the form of a deferred discount (Cashback)), the Licensee, in accordance with applicable law, undertakes to take measures to acquire the legal status of an entrepreneur in order to legitimate business activities through use the functions of the Cashback platform. The company does not check the acquisition by the Licensee of the legal status of an entrepreneur and does not have the ability to assess its legal status in this part. The company proceeds from the assumption that the Licensee faithfully complies with the applicable tax requirements of the applicable legislation.

2.7. Within the limits of the Cashback Platform's functional specified in clause 2.3 of the License, the Company independently determines the methods and forms of its technical (software) implementation in accordance with a specific Package through the direct technical implementation of relevant functions on the Company's Website.

The corresponding technical implementation of the functions becomes mandatory for the parties to this License from the moment of inclusion/exclusion/modification of specific functionality of the Cashback platform directly in the relevant computer program (Company Website <http://www.switips.com/Personal>).

2.8. Cashback platform should be used, distributed under the name "SWITIPS" (in relation to all users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America; "MYSWITPLANET" (in relation to all users who are citizens or permanent residents of the United States of America). In some cases, directly defined by the Company, the Cashback platform may be provided to the Licensee under other names.

2.9. Regardless of the name under which the Licensee was granted access to the Cashback platform, the Licensee does not have the right to change and/or delete the name used for the Cashback platform, copyright notice and other intellectual/industrial property rights, as well as other indications of Company

2.10. Except as expressly provided for in this License or applicable law, the Licensee does not have the right to perform and/or authorize the following actions regarding the Cashback platform:

- gaining access to the Cashback platform using any technology or means other than the means that the Company specifically provided for this purpose;

- interference with any security-related protective measures of the Cashback platform, preventing or restricting the use of the Cashback platform in ways defined by the Company;

- carrying out actions aimed at destabilizing the functioning of the Cashback platform, attempting unauthorized access to the management of the Cashback platform or its closed sections, as well as carrying out any other actions that can be regarded as a network attack;

- processing or modification of the cashback platform;

- modifying, decompiling, disassembling, decrypting and other actions with the object code of the Cashback platform, with the aim of violating the system of protecting the Cashback platform from unauthorized use and obtaining information about the implementation of algorithms used in the Cashback platform, as well as creating derivative works without written consent Companies;

- performing any actions that limit or hinder the exercise of the rights of other users of the Cashback platform;

- performing any actions that may lead to disruption or malfunction of the Cashback platform;
- other use of the Cashback platform not expressly provided for in this License.

2.11. The Licensee is solely responsible for his compliance with the use of the Cashback platform of any applicable legislation, including both the legislation of the Republic of Cyprus and the legislation of the country of his residence or the legislation of the country of the Licensee's residence or the place where he performs legal actions related to the use of the Cashback platform. If the use by the Licensee of any opportunity provided by the Cashback platform violates the applicable law, the Licensee shall refrain from using the Cashback platform.

2.12. When using the functions of the Cashback platform, Licensee agrees not to violate the rights of the Company and other persons.

2.13. The use of the Cashback platform is possible on a paid or free basis, depending on the Package chosen by the Licensee.

2.13.1. Use of the Cashback platform by the Licensee is possible for free within the functionality of the corresponding Package, limited by the right to organize and control the participation of the Licensee as a recipient of a deferred discount (Cashback) for the purchase of the Goods based on the results of participation in the Promotion actions.

2.13.2. The Licensee, using the Cashback platform within the Statuses, which are used on a reimbursable basis, has the right to apply for an increased number of deferred discounts (Cashback) based on the results of participation in Shops Promotions.

Using the Cashback platform by the Licensee on a reimbursable basis is possible within the functionality of the respective Statuses, which provide, along with the rights to organize and control the Licensee's participation as a recipient, an increased amount of deferred discounts (Cashback) for the purchase of the Goods based on the results of participation in the Promotion Actions, also the authority to organize and control over the process of one's own participation in marketing activities of the Company itself.

2.14. The Licensee who uses the Cashback platform undertakes to comply, in addition to this License, to other regulations approved by the Company (including the requirements for the participation of Licensees in the Company's marketing activities).

2.15. The company does not initiate and does not finance the Promotions of the Stores, which provide for the right to receive a pending discount (Cashback) by the Licensee. The company acts as an agent, assisting the respective Shops in the implementation of their independently approved Rules for conducting Promotions, namely:

- The Company performs on its own behalf, but at the expense of the Shops, legal and actual actions aimed at offering an unlimited number of persons (potential Licensees) to become customers of the specified Shops under the terms of the Promotion Rules approved by them;
- The company communicates to Licensees the Terms and Conditions of Stocks approved by the Businesses;
- The Company organizes, as an agent, payment of funds to the Licensees in the form of a deferred discount (Cashback), specifically for this purpose, received by the Company from the Shops.

2.16. Subject to the provisions provided for in clause 2.15 of the License, the Company and the Licensees, participating in legal relations related to the sale of the Promotions, are subject to the Promotion Rules approved by the Stores themselves.

2.17. The Company makes payments to Licensees in the form of a deferred discount (Cashback), the right to which arose from Licensees by virtue of participation in Promotions, and also makes payments in the form of commercial benefit received by the Licensee from participation in marketing activities of the Company according to the provisions provided in the relevant section of the Company's Website.

2.18. As part of receiving payments provided for in clause 2.17 of the License, the Licensee is solely responsible for paying taxes, fees, duties and other types of mandatory payments provided for by the legislation of the country where the Licensee is a resident.

3. Account of the Personal Account.

3.1. The use of the Cashback platform is carried out by the Licensee through his Personal Account activated in accordance with this License. Upon activation of the account of the Personal Account, the Licensee is obliged to provide reliable, complete and accurate information requested by the Company. By providing this information, the Licensee agrees and accepts the provisions of the Privacy Policy of the Company posted on the Platform.

3.2. Activation of the Personal account in accordance with the procedure established in this section represents an acceptance of this offer to the Company, which is confirmed by the company sending a notification of activation to the Licensee's email address.

3.3 The Licensee is obliged to ensure reliable storage of the password of the Personal Account and is fully responsible to the Company and other persons for any actions performed from the Personal account activated by it.

The Licensee shall immediately notify the Company of any violation of the safety of his login, password for access to the Personal Account or of any unauthorized use of the Personal Account belonging to him. Unless the Licensee proves otherwise, any actions performed using his login and password before the notification of the Company provided for in this paragraph shall be considered to be performed by the Licensee.

3.4. The Company reserves the right to restrict the Licensee's access to the Cashback platform or completely block the Licensee's account for violation the conditions set in clause 3.1, 3.3 of the License, or apply other measures to the Licensee to comply with the requirements of this License, applicable law or the rights and legitimate interests of third parties.

3.5. The Licensee is prohibited to have more than one activated account in the Personal Account. The licensee undertakes not to acquire or re-register the Personal accounts of other licensees. The personal accounts of the Licensees who violate the requirement specified in this clause shall be removed by the Company, and this License shall be cancelled.

3.6. In cases of the universal succession of the Licensee (in particular due to his death and the opening of the inheritance), his Personal Account may be transferred to its successors (in particular, the heirs). In this case, the Company must be provided with appropriate legal documents to ensure the correctness of the transfer of the Personal Account.

The successor (in particular, the heir) acquires the rights to the entire functionality of the Personal Account, as well as all the rights and obligations that were available to the predecessor if he fulfils the terms of this License and the requirements of other provisions approved by the Company and binding for Licensees.

In order to transfer the Personal account for succession (inheritance), the successor must provide the Company with the following documents:

- the original death certificate of the predecessor or any other document that is necessary to confirm the succession in accordance with applicable law;
- a notarized copy of a will or other document certifying the right of the assignee to the Personal Account;

3.7. For the purposes related to the execution of this License (in particular, for organizing the operation and technical support of the Personal Account), the Company has the right to access the Licensee's Personal Account.

4. Content Requirements.

4.1. If the corresponding functionality is implemented in the computer programs of the Cashback platform, the Licensee has the right to place, download, distribute, transmit, search for information, in particular text files, data files or other digital materials (hereinafter referred to as "Content") through the Cashback platform.

4.2 When placing, downloading, distributing, transferring, searching, receiving Content through the Cashback platform, the Licensee undertakes not to violate the rights of the Company and other persons.

4.3 The Licensee is solely responsible for his compliance with the placement, downloading, distribution, transfer, search, and receipt of the Content through the Cashback platform of any applicable law, including both the legislation of the Republic of Cyprus and the legislation of the Licensee's place of residence or place of legally relevant to them using the cashback platform.

4.4. If the Company becomes aware of a possible violation of the terms of this License in this section, the Company reserves the right (but is not liable) to decide on the compliance of the Content with the requirements set forth in this License, as well as the removal of such disputed Content and/or termination of access Licensee to use the Cashback platform at any time, followed by a reasoned notification of the specified fact to the Licensee.

4.5. Subject to the provisions of this section of the License, the Licensee undertakes not to post, download, transfer or distribute Content via the Cashback platform as follows:

4.5.1. illegal, harmful, threatening, offensive, dishonouring, defamatory, contrary to generally accepted moral standards, rude, vulgar, obscene, fraudulent, encroaching on personal or public interests, slanderous, aggressive to personal information (but not limited to mentioning any address, email, phone numbers or any other personal contact information without the written permission of the owner), hostile, pornographic (or hypertext links to Internet sites containing such materials), hateful or inciting racial, ethnic or national discord or - otherwise unlawful;

4.5.2. capable of harming minors in any way;

4.5.3. encouraging or containing calls to incite religious, racial or ethnic hatred, containing attempts to incite hostility or calls for violence;

4.5.4. advertising any goods or services of other economic entities (unless otherwise expressly provided for in this License), including performing activities competing with the Company without the prior written consent of the Company.

4.5.5. The company prohibits the placement of referral links received by the Licensee by indexing them in search engines, publishing on the landing pages, entering into publicly accessible platforms provided by companies such as Yandex (Yandex.Direct), Google (My Business), Yahoo!, Mail.ru, etc.

5. Paid use of the Cashback platform.

5.1. The use of the Cashback platform is possible, including on a paid basis, depending on the Status chosen by the Licensee.

5.2. The cost, the procedure for using the Cashback platform under the relevant Status, as well as the terms of payment for the cost of using the Cashback platform are set by the Company independently and communicated to the Licensee by posting the specified information at Company's Website.

5.3. The cost of using the Statuses may be changed by the Company in accordance with the procedure stipulated in clauses 7.1-7.2.1 of this License. In case of a one-time or permanent decrease in the cost of using the Cashback platform within the relevant Status, the difference in the value of the previously paid use of the Cashback platform is not refunded.

5.4. Payment of the cost of using the Cashback platform is made by the Licensee on a prepayment basis in a non-cash manner by means brought to the attention of the Licensee. The licensee understands and agrees that the procedure and methods of payment may, among other things, contain additional requirements established by third parties (payment operators). The licensee undertakes to review and agree with such requirements before choosing any method of payment. When converting payments from one currency to another, the licensee applies the rate of international payment systems, if necessary.

5.5. The Company has the right to cancel and add payment methods unilaterally, regulated by clauses 7.1-7.2.1 of this License.

5.6. As part of the payment for the cost of using the Cashback platform, the Licensee is responsible for paying taxes, fees, duties and other types of mandatory payments provided by the legislation of the country where the Licensee is a resident, in the case of the obligation to pay them.

5.7. The receipt by the Company of the amount of payment for using the Cashback platform is the basis for granting the right to use the Cashback platform within the functionality of the Status chosen by the Licensee, and the Company reserves the right to grant the right to use the Cashback platform until it receives funds. The Company is considered to have fulfilled its obligations at the time of granting the Licensee access to the use of the Cashback platform.

5.8. Payment of the cost of using the Cashback platform is considered final, there is no trial period for using the Cashback platform, refund or cancellation of transactions is not allowed, taking into account that the Licensee pays for the lump sum of the use of the Cashback platform by the Company.

5.9. Termination of the License in accordance with clause 7.3 of the License does not constitute grounds for returning to the Licensee the paid value of using the Cashback platform or part of the specified amount.

5.10. The Licensee may be provided with the opportunity to purchase additional functionality of the Cashback platform in the manner determined by the Company and brought to the notice of the Licensee, in particular, in the Personal Account.

6. Privacy Policy.

6.1. Any personal information specified or communicated by the Licensee to the Company when using the Cashback platform is stored and processed by the Company in accordance with the privacy Policy posted on the Cashback platform.

7. Change and termination of the License.

7.1. Changes and/or additions to the License are made in accordance with the laws of the Republic of Cyprus. The Company has the right, on its own initiative, to make changes and/or additions to the terms of this License by publicly posting a proposal (offer) on planned changes and/or additions at least 2 (two) calendar days before their effective date.

7.1.1. The public placement of an offer to amend and/or add to the terms of this License means the publication by the Company of information that provides the opportunity for users to familiarize themselves with this information, including in the form of posting information on the Company's Website. The moment of public posting of information about changes and/or additions to the terms of this License is considered to be the moment of its publication on the Company's Website.

7.2. The current edition of the License is always on the Company's Website. In order to ensure that the Licensee receives information on the current edition of the License, the Licensee undertakes to check the current version of the License at least once every 2 (two) calendar days.

7.2.1 The Company shall not be liable for the potential losses of the Licensee caused by the Licensee's ignorance if the Company has properly fulfilled its obligations regarding prior disclosure of information about planned changes and/or additions to the License.

If the Company has made any changes to these conditions in the manner provided in this clause, with which the Licensee disagrees, he is obliged to stop using the Cashback platform.

7.3. The new edition of the License is considered to be changed after 2 (two) calendar days after the publication of the notification provided in clause 7.1. of the License, in case that during this period the Company does not receive from the Licensee a notice of termination (refusal to change) of the License.

7.4. This License may terminate:

7.4.1. At any time on the initiative of the Licensee by sending an email with the appropriate request to the address: support@switips.com (in relation to all users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America; support@myswitplanet.com (in relation to all users who are citizens or permanent residents of the United States of America).

7.4.2. At the initiative of the Company in the event of the Licensee's violation of this License of gross violations of the Company's guidelines specified in clause 1.4 of this License, including as a result of:

- The Licensee's failure to comply with the Company's values, as well as disagreement with its policies and activities, in particular, the implementation of public statements regarding the Company, its products and/or its competitors, that contradict the official position of the Company;
- The creation by the Licensee of the obstacles to the legitimate activities of the Company;
- Violations by the Licensee of exclusive rights to objects of intellectual/industrial property owned by the Company (including violation of the Company's prohibition to use its brand name, commercial designations, trademarks, as well as designs or symbols used in the Company's activities, employee records Companies and/or persons acting on behalf of the Company without the prior written permission of the Company);
- Implementation by the Licensee of contacts with the media uncoordinated with the Company regarding the activities of the Company;
- Activation, as well as the Licensee's use of a Personal Account on behalf of another person, or activation of one account for several people;
- Distortion by the Licensee of information about itself, its age or its relations with other persons or organizations;
- Implementation by the Licensee of mass mailings of messages to users of the Cashback platform and/or Businesses connected to the platform without the prior permission of the Company;
- The Licensee's attempts to do it in any way, including, but not limited to, by deception, abuse of trust, hacking, to gain access to another Licensee's login and password;
- Licensee's unlawful collection and processing of personal data of other Licensees;
- Placement by the Licensee of information harmful to the legitimate activities of the Company.
- Placement of referral links received by the Licensee by indexing them in search engines, publishing on the landing pages, entering into publicly accessible platforms provided by such companies as Yandex (Yandex.Direct), Google (My Business), Yahoo!, Mail.ru, etc.

7.5. Before making a decision to terminate this License, if the relevant grounds are found, the Company has the right, but not the obligation, to decide on the temporary blocking of the account of the Licensee's Personal Account.

7.6. In the event of termination of the License by virtue of clause 7.3, the Licensee loses the right to use the Cashback platform and is obliged to uninstall and destroy all existing copies of the Cashback platform and the funds paid by the Licensee for the right to use the Cashback platform will not be returned, according to clause 5.8 of this License.

7.7. In the event of termination of this License on the basis stipulated in clause 7.4.1, the Licensee shall lose the right to a new conclusion of this License within 6 (six) subsequent months from the date of termination. Upon expiration of the specified period, the Licensee, who previously terminated this License, shall acquire the right to its conclusion on a general basis.

8. Liability and Warranties under the License.

8.1. The Cashback platform is provided on an "as is" basis. The Company does not provide any guarantees regarding the error-free and uninterrupted operation of the Cashback platform, the compliance of the Cashback platform with the specific objectives of the Licensee, the achievement of any indicators of use of the Cashback platform, and does not provide any other guarantees not expressly stated in this License. The Cashback platform may be periodically subject to changes, automatic updates, error correction, or the installation of additional modules. To this end, the Cashback platform can automatically exchange data with the servers of the Company and/or its authorized persons.

8.2. The Company shall not be liable, including for any damages resulting from the use of the Cashback platform by the Licensee, for any direct or indirect consequences of any use or non-use of the Cashback platform caused to the Licensee and/or third parties as a result of any use or non-

use of the Cashback platform, including due to possible errors or failures in work of the Cashback platform.

8.3. The Parties of the License are released from liability in the event of the occurrence of force majeure circumstances that entailed the non-fulfilment or improper fulfilment of obligations under this License. The Company shall not be liable for delays or failures in fulfilling its obligations in the event that the reasons for their occurrence lie outside the scope of control of the Company. This includes, among other things, strikes, work difficulties, riots, wars, fires, death, government regulations, orders of other authorities or changes in the legislation of the Licensee's country.

8.4. Any Content that the Licensee gains access to using the Cashback platform, the Licensee may use at his own risk and is solely responsible for the possible consequences of using this information and/or materials, including damage that this may cause the Licensee's computer or third Parties, for data loss or any other harm.

8.5. The Licensee undertakes, at its own expense, to settle and provide the Company, its authorized persons with protection against any claims, lawsuits and/or third party complaints related to the Licensee's independent actions when using the Cashback platform, and also to ensure the recovery of any losses and expenses (including legal costs) caused by such claims, lawsuits and/or complaints when the Licensee's use of the Cashback platform was in violation of the rights of third parties, the requirements of the applicable law.

8.6. The Company is solely responsible for the timely and correct publication of information provided by the Stores about the Promotion Rules they implement.

8.7. The Business is fully responsible for the violation of its obligations related to the transfer and timing of transfer to the Company of the amounts of deferred discounts (cashback) to be transferred to the Licensees.

8.8. The Business shall not be liable to the Licensee for transferring the amounts of deferred discounts (cashback) to the Licensees by the Company in case of proper fulfilment by the Business of the obligation to transfer the specified amounts of deferred discounts (cashback) to the Company.

8.9. The Company is not responsible for the quality of the Goods sold by the Store, as well as for the observance of other obligations associated with the sale of Goods. All claims of the Licensee, given on the grounds of this clause, are submitted by the Licensee directly to the respective Stores.

8.10. Any claims related to the execution of this License, the Licensee shall have the right to send both the Business and the Company directly no later than 30 (thirty) calendar days from the date of the conclusion of the contract for the purchase of the relevant Products sold through the Stores.

8.11. The Licensee, after entering the referral link of the inviter, passing the registration procedure and activating the account, is not entitled to re-register on the Cashback platform using the referral link of a person other than the person who originally provided the referral link to the Licensee.

9. Intellectual property rights.

9.1. The Company guarantees that it is an authorized representative of the Right owner of the Cashback platform, who has all the necessary rights to execute this License, allowing Licensees to use the Cashback platform and other intellectual/industrial property components used in the execution of this License.

9.2. The Company has the right to use the Cashback platform and its individual parts in any form and by any means, including in the form of reproduction and distribution, public performance (show), broadcast, cable, using other similar means of public communication, processing and translation into other languages, duplication and subtitling of the content of the Cashback platform including in the Internet.

9.3. The Company has the right to grant other entities the right to use the Cashback platform and other intellectual/industrial property components used in the execution of this License, on the right of sublicensing.

9.4. The Licensee may not use the content of the Cashback platform without the written consent of the Company, except as expressly provided for in this License.

9.5. Any use of the results of the Company's intellectual activity, if such use is carried out without the consent of the Company, is illegal and entails liability established by this License and applicable law.

9.6. The Company is the sole and full owner of intellectual property rights to commercial designations, brand names used by them for their own individualization in the Cashback platform.

9.7. All rights specified in this section of the License belong to the Company during the term of validity of the corresponding rights to the results of intellectual activity.

9.8. All rights to the results of intellectual property activities specified in this section of the License belong to the Company without limitation of the territory.

9.9. If the Licensee violates the License provisions provided in this section, all liability measures provided for by applicable law (including criminal liability) shall be applied to the Licensee.

9.10. If the Licensee violates the License provisions provided in this section, the Company has the right to unilaterally terminate this License.

10. Official Licensees (agents)

10.1. The Company may delegate the exercise of their own powers provided for in this License organizations ("Official Agents") who are residents of any state to conduct within the jurisdiction of such state Agency activities to assist in the implementation of the local business promotions using the deferred discount (cashback) on the sale of Goods in the territory of the respective States. For this purpose, the Company grants Official Agents the right to use (with the authority to further sublicense) the Cashback platform and other intellectual/ industrial property components specified in clause 9.1 of this License.

The Company informs clients of the details and contact details of Official agents by posting relevant information on the Cashback platform website in the "Official licensees" section.

10.2. Official Agents acting within the jurisdiction of the relevant state do not initiate or Finance Promotions of local Businesses that provide for the right to receive a deferred discount (Cashback) by Licensees. Official Agents act as agents who assist the relevant local Businesses in implementing their self-approved Promotional rules that provide for the payment of deferred discounts.

10.3. Current list of official Licensees (agents) is posted on the Website and is available for review.

10.4. Agents must:

10.4.1. As soon as the Business changes the terms of the Promotion, immediately publish these changes on the Cashback platform;

10.4.2. Provide services to Licensees in accordance with their Status.

10.5. Agents shall have the right:

10.5.1. At any time to request from the Licensee of proof of purchase of the Product;

10.5.2. At any time request other additional information from the Licensee regarding the completed purchase of the Product;

10.5.3. Pay the Discount amount within the entire period specified in the information about the Business Promotion posted on the Cashback platform;

10.5.4. Refuse to grant a Discount if the Licensee does not comply with at least one of the terms of the Promotions placed on the Cashback platform and in the section of information about the Business Promotion that becomes available after clicking on the advertising banner of the Business Promotion;

10.5.5. Refuse to provide a Discount in case of return of the Product (refusal to perform the Contract in full or in part);

10.5.6. Refuse to transfer the Discount amount or extend the period for transferring the Discount to the Client if the Business does not transfer the discount amount to the Agent, or if the Business violates the terms for transferring it;

10.5.7. Cancel the discount amount accrued to the Customer and return it to the Business if the Customer returns the Product to the Business (full or partial cancellation of the Contract);

10.5.8. Restrict the Licensee's access to the Cashback platform or completely block the Licensee's account if the latter violates the terms of the License, or apply other measures to the Licensee in order to comply with the requirements of this License, applicable legislation, or the rights and legitimate interests of third parties.

10.6. The Licensee shall:

10.6.1. Read the current version of the License published on the Cashback platform;

10.6.2. Read the terms and conditions of the Promotion in full and on time before entering into the Agreement;

10.6.3. Before signing the Contract read the restrictions for Businesses to receive Discounts (in case of their establishment);

10.6.4. Use the Cashback platform for its direct functional purpose in accordance with the restrictions set forth in clause 2.10 of the License;

10.6.5. Ensure safe storage of the Personal account password and full responsibility to the Company and other persons for any actions performed from the personal account activated by them;

10.6.6. Immediately notify the Company or Agent of any violation of the security of their username, password for accessing Their personal account or any unauthorized use of their Personal account.

10.7. The Licensee has the right:

10.7.1. Send both the Business and the Agent a claim for the performance of the agreement Or License by the Business or Agent within 30 (thirty) calendar days from the date of conclusion of the Agreement;

10.7.2. in accordance with the Agreement, receive a Discount in the amount and on the terms specified in the Promotion if the terms of the Promotion are met;

10.7.3. Use the functions and services of the Personal account in accordance with the selected Status.

11. Other provisions.

11.1. This License, as well as the guidelines referred to clause 1.4 of this License, constitute the entire legal agreement between the Licensee, on the one hand, and the Company, on the other hand, with respect to their subject matter, and supersede any previous agreements with respect to such subject matter.

11.2. In case that any provision of present License is recognized by a court having the authority to decide on such an issue, invalid or not applicable, such provision will be considered excluded from present License without prejudice to other provisions that will remain in full force.

11.3. The Company has the right to transfer and assign its rights and obligations under this License, as well as delegate their implementation or performance to third parties without the consent of the Licensee. The Licensee may not transfer or assign its rights and obligations under this License, or delegate their implementation or performance to third parties without the Company's consent.

11.4. This License is governed by and construed in relation to users who are citizens or permanent residents in the countries of the official presence of the SWITIPS Cashback platform, with the exception of the United States, in accordance with the laws of the Republic of Cyprus, and in relation of citizens or permanent residents of the United States, in accordance with the laws of the United States of America and the state of Virginia. ¶

11.5. In case of any disputes, the Parties will try to resolve them in good faith through peaceful negotiations.

11.6. Any dispute, disagreement, contradiction or claim arising out with users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America, in connection with this License, including, but not limited to, its creation, performance, violation, termination or invalidity, which is not resolved peacefully, as indicated above, will be referred for arbitration in accordance with the CEDRAC Arbitration Rules.

The Parties also agree that:

(a) The appointing authority will be the CEDRAC Court.

(b) The number of arbitrators is one.

(c) The place of arbitration shall be Limassol, Cyprus.

(d) The language of the arbitration process is English.

11.7. Any dispute, disagreement, contradiction or claim arising out with users who are citizens or permanent residents of the United States of America, in connection with this License, including, but not limited to, its creation, performance, violation, termination, or invalidity that is not resolved peacefully, as indicated above, will be referred to the appropriate court in the city of Alexandria, Virginia and will be considered under the rules of that court.

11.8. Any requests, suggestions, claims related to the use of the Cashback platform, the Licensee may send to the following email address: support@switips.com (in relation to all users who are citizens or permanent residents in the countries of official presence of the SWITIPS Cashback platform, except the United States of America; support@myswitplanet.com (in relation to all users who are citizens or permanent residents of the United States of America). Notifications and other requests of the Licensee sent to the company by email are considered received if they are sent from the email address specified by the Licensee when registering via Company's Website in registration form.

11.9. Any notification or other correspondence related to this License must be in writing, and shall be considered duly transmitted if sent in addition to e-mail, also by registered mail with a notification of delivery to the addresses specified in this License, or to the addresses specified during the activation of the Personal account, or delivered in person and submitted for signature.

11.10. If there is no notification of any of the Parties about the change of address (including email address) or other details, which resulted in the inability to deliver notifications and other correspondence to the addressee, as well as in the case of the recipient's evasion from receiving correspondence, the opposite party will be considered to have fulfilled its obligations to send correspondence properly, and the party to which it is sent – respectively received such correspondence.

11.11. The Company reserves the right to "fan" (mass) distribution of messages related to the execution of this License, as well as the activities of the Company as a whole.

Under the "fan" (mass) distribution refers to sending simultaneously in 2 (two) or more addresses of messages for which the initiator of the distribution does not have the consent of the owners of these addresses (this restriction in no way relates to the electronic subscription system). The registered Licensee, by the fact of registration on the terms and conditions of the Company and its Internet resources, expressly consents to receive advertising through the use of telephone, facsimile, mobile radiotelephone communications or advertising distributed in any other way at the discretion of the Company, as well as in any other form and in any the form.

11.12. The Licensee, who has accepted the terms of this License, grants the Company consent to receive information about the Company's news, new offers of the Stores, as well as the Promotions held by them in the form of SMS-messages to the mobile phone number indicated by them during registration.

11.13. For the purpose of informing the Licensee of the content of this License and its subsequent accession to the License by accepting all the terms and conditions when registering on the Website,

the Company provides an accurate and complete translation of the License text into other languages used on the Cashback platform.