

Terms of Service

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MNFST Ltd ("**MNFST**") welcomes you to use our downloadable mobile application (the "**App**") and to use our website <http://www.mnfst.com> and any additional websites owned and operated by MNFST and its Affiliates (each a "**Website**").

The following terms and conditions ("**Terms**") govern your access and use of the App and the Website (as applicable), as well as all ancillary services provided through the App and the Website, including (but not limited to) the APIs, applications, e-mail notifications, SMS, ads and commerce services (collectively: the "**Ancillary Services**"). By using the App and/or the Website and/or Ancillary Service, you hereby agree to be bound by these Terms in full, as may be updated from time to time in accordance with Section 18.4, and your use of the App and/or the Website and/or any Ancillary Service (as applicable) shall be deemed as the acceptance by you, in free will and consent, of these Terms and shall form a binding agreement between you and MNFST, without any reservations.

You are hereby aware that if you access the App, Website and/or use any of the Ancillary Services on behalf of a legal entity which is not a natural person (whether registered or operating without registration), that legal entity shall be deemed to have been accepts the Terms.

You can view the MNFST's [Privacy Policy](#) and [Cookie Policy](#). If you do not agree with any of the provisions of these Terms and MNFST policies, do not continue to use App and the Website (and any Ancillary Service). Furthermore, if you have any doubts about any of your rights and obligations resulting from these Terms, you are hereby advised not to proceed without consulting a legal counsel.

1. **Definitions**

"Affiliate" means in relation to any person which is a body corporate, any person that Controls, is Controlled by, or is under common Control with that person; and the term **"Affiliated"** shall be construed accordingly;

"Control" means, in relation to any person, the possession, directly or indirectly, of the power or ability to control, by means of nomination, appointment, voting authority or otherwise, under law or by agreement, the direction and management-level decisions of the person;

"Copy" means to copy, use, distribute, duplicate, deface, disfigure, display, impair, remove, overprint, publish, license, re-sale, reproduce, be used to create derivative products and the like.

"Corporate Merchant" means any legal entity other than a natural person;

"Forbidden Country" means the Republic of Cyprus.

"merchant account" means the account under which you registered in the Website;

"MNFST Intellectual Property" means all present and future intellectual property owned, licensed and/or organically developed by MNFST, including any present and future patents, patent applications, rights to inventions, utility models, copyright, trademarks, service marks, trade, business and domain names, website infrastructure, app infrastructure, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Published" means to make available on the App, Website and/or the Ancillary Services;

“Restricted Information” means information which:

- (i) supports or influences acts of criminal activity (including against humans, animals and property);
- (ii) includes adult or child pornographic images or text, or which supports sexual services;
- (iii) contains defamatory comments against any religion, race, ethnicity and the like, as well as hate speech;
- (iv) may be offensive to minors;
- (v) advertises and/or encourages the use of illegal drugs or advertises or describes the attractiveness of using drugs and drug paraphernalia (including uncertified pharmaceutical products);
- (vi) advertises and/or encourages illegal contests, pyramid schemes and/or chain letters;
- (vii) advertises, supports and/or influences the use of ammunition, fireworks or any destructive devices or explosives;
- (viii) advertises, supports and/or influences the use false identification cards and police items;
- (ix) advertises, supports and/or influences illegal activity such as hacking and illegal surveillance equipment and descrambling, burglary tools and books describing how to create drugs;
- (x) advertises the sale and purchase of currency and coins;
- (xi) advertises gambling and betting;
- (xii) advertises the sale and purchase of stocks, bonds and/or securities;
- (xiii) advertises the sale of goods made from protected animals/plants;
- (xiv) advertises the sale of illegal, stolen or counterfeit goods or knock-offs of brand name products, as well as bootleg copies and warez; and
- (xv) is the private information of Third Parties, is insulting to threatening to Third Parties and/or infringes other rights and interests of Third Parties, including governmental authorities.

“Third Party” means a person other than (1) MNFST, (2) an Affiliate of MNFST, and (3) you.

“user account” means the account under which you registered in the App;

“Tax” means any applicable tax and other compulsory payments such as income tax, value added tax, social security and health tax contributions under any applicable law; and

“you” or **“your”** means the person using the App, Website and the Ancillary Services.

2. The App, Website & Ancillary Services

- 2.1 Subject to you agreeing to be bound by the Terms in full and without reservations, you may:
- (a) use the App
 - (b) use the Website; and
 - (c) use the Ancillary Services.
- 2.2 You shall be aware that your right to access and use the App, Website and Ancillary Services is personal to you and is not transferable by you to any other person and/or other legal entity.
- 2.3 You may not use the App, Website and the Ancillary Services, and you shall cease doing it immediately, in case that you:
- (a) are a citizen and/or resident of a Forbidden Country;
 - (b) have not reached the age of 16 years;
 - (c) are not fully and legally capable to use the App, Website and/or the Ancillary Services;
 - (d) are acting on behalf of a company, organization, government, or other legal entity, and such entity did not authorize you to do so; and
 - (e) are barred to do so under the applicable law of the jurisdiction in which you are bound by.
- 2.4 In the event that any one or more of the above restrictions in Section 2.22.3 applies to you, you are expressly instructed not to continue to use the App, Website and the Ancillary Services.

3. Registration on the App (Users)

- 3.1 Subject to the Terms, you may register a user account on the App.
- 3.2 During your registration procedure on the App, you may need to submit certain registration data as required by MNFST for its own internal checks. You hereby acknowledge that MNFST is not required (and may be unable under applicable regulations) to accept your registration until all registration data that has been required was received by MNFST and that all internal MNFST checks have been satisfied. Furthermore, MNFST reserves the right to reject your registration application, regardless if you provide the requisite registration data or not..
- 3.3 MNFST may, at its sole and absolute discretion, refuse to register you and/or any other person on the App.
- 3.4 By electronically accepting, installing, accessing or using the App, you hereby accept the Terms and assume the rights and obligations regarding the use and operation of the user account on the App and the applicable Ancillary Services.
- 3.5 By registering at the App, you hereby undertake:
- (a) not to provide any false personal information;

- (b) to keep your contact information accurate and up-to-date; and
 - (c) not to share your password.
- 3.6 You shall bear full responsibility for keeping your App's username and password confidential vis-à-vis Third Parties.
- 3.7 You hereby acknowledge that MNFST may temporarily suspend and/or block and/or terminate your user account in the App or in any Ancillary Service, in the event where:
 - (a) you have created the user account for anyone other than yourself;
 - (b) knowingly or by negligently let anyone other than you to access your user account;
 - (c) you transfer your user account to anyone else other than yourself; and/or
 - (d) you infringe the lawful rights of Third Parties,and you hereby irrevocably agree to such suspension and/or block and/or termination of your user account.
- 3.8 You hereby acknowledge and agree that MNFST may, at its sole discretion, upon your registration in the App and at any time thereafter, complete one or more authentication procedures to confirm your identity. Furthermore, as part of our efforts to comply with on-going legislative obligations to have up-to-date and valid registration data and identification documents, MNFST reserves the right to request additional documents and/or data from you from time to time.
- 3.9 If you believe that someone is using your user account without your permission, or that the device that you use to access the App and/or any other Ancillary Service has been stolen or lost, we encourage you to notify us immediately in order to minimize your potential losses by sending an e-mail to the following mail address: support@mnfst.com.
- 3.10 You consent for MNFST to use and maintain your data in order to provide you with an enhanced and improved product. You further grant MNFST permission to combine information that you enter, submit and/or upload to the App and the Ancillary Services with that of other users of the App, Website and the Ancillary Services. For additional information, please refer to MNFST's [Privacy Policy](#) and [Cookie Policy](#).
- 3.11 When opening a user account, you hereby authorize MNFST to use the data collected in the social networks to which you have been referred to via the App, Website and/or the Ancillary Services.
- 3.12 After you or MNFST de-register your user account, you shall no longer have the right of access the user account.
- 4. Registration on the Website (Merchants)**
- 4.1 Subject to the Terms, you may register a merchant account on the Website.
- 4.2 In the event where you are acting on behalf of a Corporate Merchant when registering a merchant account on the Website, you expressly acknowledge and agree that these Terms shall apply to such legal entity as well, *mutatis mutandis*. Furthermore, any below reference to "you" shall include the reference to the said Corporate Merchant as well.
- 4.3 MNFST may, at its sole and absolute discretion, refuse to register you or any other person on the Website.

- 4.4 By electronically accepting, accessing or using the Website, you hereby accept the Terms and assume the rights and obligations regarding the use and operation of the merchant account on the Website and the applicable Ancillary Services.
- 4.5 By registering at the Website, you hereby undertake:
- (a) not to provide any false personal, corporate and/or commercial information;
 - (b) to keep your contact information accurate and up-to-date; and
 - (c) not to share your password.
- 4.6 You shall bear full responsibility for keeping your username and password confidential vis-à-vis Third Parties.
- 4.7 You hereby acknowledge that MNFST may temporarily suspend and/or block and/or terminate your merchant account in the Website or in any Ancillary Service, in the event where:
- (a) you have created the merchant account for anyone other than yourself;
 - (b) knowingly or by negligently let anyone other than you to access your user account;
 - (c) transfer your merchant account to anyone else other than you; and/or
 - (d) you infringe the lawful rights of Third Parties,
- and you hereby irrevocably agree to such suspension and/or block and/or termination of your merchant account.
- 4.8 You hereby acknowledge and agree that MNFST may, at its sole discretion, upon your registration in the Website and any time thereafter, complete one or more authentication procedures to confirm your identity. Furthermore, as part of our efforts to comply with on-going legislative obligations to have up-to-date and valid registration data and identification documents, MNFST reserves the right to request additional documents and/or data from you from time to time.
- 4.9 If you believe that someone is using your merchant account without your permission, or that the device that you use to access the Website and/or any other Ancillary Service has been stolen or lost, we encourage you to notify us immediately in order to minimize your potential losses, by sending an e-mail to the following mail address: support@mnfst.com.
- 4.10 You consent for MNFST to use and maintain your data in order to provide you with an enhanced and improved product. You further grant MNFST permission to combine information you enter, submit and/or upload to the Website and the Ancillary Services with that of other users of the Website, App and the Ancillary Services. For additional information, please refer to MNFST's [Privacy Policy](#) and [Cookie Policy](#).
- 4.11 After you or MNFST de-register your merchant account, you shall no longer have the right of access the merchant account.

5. Use via Mobile Device

- 5.1 Some of the services provided by MNFST may be accessed and used through a compatible mobile device.
- 5.2 By accessing and using MNFST's App, Website and/or the Ancillary Services through a compatible mobile device, you hereby agree that you shall be solely responsible for obtaining the requisite hardware and software that will allow you to use MNFST's App, Website and/or the Ancillary Services on the said device, including all applicable changes, updates and fees (to the extent applicable).
- 5.3 MNFST does not make any warranties or representations of any kind, with respect to the:
- (a) access to the App, Website and/or the Ancillary Services at any time and from any location;
 - (b) availability of telecommunication services from your provider; and
 - (c) failure to transmit any data, communications or settings connected with the services provided by MNFST.

6. Your Obligations

- 6.1 By using the App, Website and/or the Ancillary Services (as applicable), you are hereby obliged to:
- (a) not to infringe the lawful rights of MNFST, its Affiliates and/or any Third Party;
 - (b) before posting information and objects (including but limited to any other person's images, texts of various content, audio records and videos), to assess in advance whether such posting is lawful;
 - (c) to inform MNFST, without undue delay, of any unauthorised access to your user account or merchant account (as applicable);
 - (d) use only licensed software (including anti-virus software);
 - (e) keep confidential and not to disclose to other Third Parties any personal data which became known to you as the result of your use of the App, Website and the Ancillary Services (including but not limited to addresses, phone numbers, email, passport details, banking information) and information on the private life of other Third Parties without the appropriate prior permission of the latter;
 - (f) fully comply with the provisions of the legislation of the Republic of Cyprus and any other applicable legislation;
 - (g) In the event where your country of residence includes laws and regulations which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree vis-a-vis MNFST to fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the App, Website and/or the Ancillary Services; and
 - (h) fully comply with the provisions of the Terms.
- 6.2 In all cases, MNFST hereby advises you to immediately cease from taking any actions which may infringe the lawful rights of any Third Party. In case of doubt, if you believe

any clarifications are required on this issue, you may contact MNFST via the following e-mail address legal@mnfst.com.

7. Your Restrictions

7.1 By using the App, Website and the Ancillary Services (as applicable), you are prohibited from:

- (a) creating a user account in the App for anyone other than yourself;
- (b) creating a merchant account in the Website for anyone other than yourself or the Corporate Merchant for which you have acted on its behalf;
- (c) getting, or attempting to get, access to any user account in the App or merchant account on the Website other than the user account / merchant account owned by you;
- (d) making available to any Third Party any Restricted Information that originated through MNFST's platform (whether under your user account, merchant account or otherwise);
- (e) fraudulently and/or purposely manipulating the person viewing the content that originated through MNFST's platform;
- (f) impersonating individuals, groups, or organizations;
- (g) using any robot, web spider, scraper or any similar automated data gathering or extraction tool, in order to (a) access the App, (b) access the Website, (c) access any other Ancillary Service, and (d) monitor the App, Website and/or any other Ancillary Service;
- (h) Copying the App, Website and/or any other Ancillary Service;
- (i) making available to any Third Party the MNFST Intellectual Property, without the consent of MNFST;
- (j) taking any action that may disrupt the operation of the App, Website and/or any Ancillary Service, including using any malicious software or automated scripts;
- (k) attempting to decompiling, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the App, Website and any other Ancillary Service.
- (l) obtaining, or attempting to get, any of the Ancillary Services provided to you by MNFST using any mean other than through the interface of the App and the Website;
- (m) performing any action which is deemed unlawful under the laws of Republic of Cyprus or any other applicable legislation;
- (n) performing any circumventing action similar to any of the above.

7.2 Any of the above restrictions in Section 7.1 may only be amended following a written notice and/or a written agreement between you and MNFST.

8. User Account - Advertising Activity via the App

- 8.1 Following the opening of a user account by you, and subject to complying with the Terms (and specifically Sections 6 and 7), you may apply for participation in online advertising campaigns (each campaign: an “**OAC**”). Please note that although we encourage you to participate in as many OACs as possible, as a MNFST policy we limit each user’s OAC participation to three (3) weekly for-profit OACs per each available social network platform. Non-profit OACs shall not be counted under the restriction set out in the previous sentence.
- 8.2 Application for participation in an OAC shall be made through the App or any available Ancillary Service, in the section of the App designated by MNFST at its sole discretion (which may be changed from time to time).
- 8.3 MNFST, at its sole and absolutely discretion, shall determine:
- (a) the terms and conditions for each OAC;
 - (b) whether to include you in the OAC;
- without any obligation whatsoever to notify you or provide you any additional information or reasoning for the above decisions.
- 8.4 By submitting content to MNFST through the App, Website and any other Ancillary Service (the “**User Content**”), you hereby grant MNFST a perpetual, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to Copy any portion of the provided content.
- 8.5 Any User Content that has been removed from our Services may continue to be stored by us in order to comply with certain legal obligations. Without prejudice to the foregoing sentence, you hereby acknowledge and agree that, in any case, MNFST will not be responsible for any loss of your User Content.
- 8.6 In the event where you have been elected by MNFST to participate in an OAC, you may be entitled to a fee for your participation in the OAC (the “**User Payments**”), subject at all times to your compliance with:
- (a) the Terms (and specifically Sections 6 and 7);
 - (b) the terms of the specific OAC; and
 - (c) MNFST’s instructions regarding the OAC.
- 8.7 Subject to your compliance with the items stated in Section 8.4, the relevant User Payment will be credited to your user account, provided that you promptly comply with the terms of the OAC. Section 8.14 shall apply to this clause.
- 8.8 Without prejudice to any of the foregoing restrictions in Section 7.1, it shall be expressly acknowledged that you are prohibited from using any other person, other than yourself, when promoting a good and/or a service under an OAC. Therefore, MNFST retains the right, at its discretion, not to entitle you with the User Payment attributed to a relevant OAC, in the event where:
- (a) you have used another person’s identity (being such person’s face, body, reputation, trademark and/or any other feature that can be distinctly attributed to such person) in order to promote the good and/or a service within the OAC; and/or

- (b) within the relevant OAC, you do not post any unique visual characteristic which can be clearly attributed to you.
- 8.9 MNFST sets a minimum withdrawal amount that will be displayed in your user account under "Wallet". You hereby acknowledge and agree that the said withdrawal amount may be adjusted from time to time by MNFST, at its sole and absolute discretion, and you hereby irrevocably waive any claim and/or argument against the said adjustment by MNFST. You agree that MNFST shall not be under any obligation to inform you if it decides to change the minimum withdrawal amount, and you further acknowledge that it is your own responsibility to review the minimum withdrawal amount from time to time, whether prior to ordering a payment by MNFST or within the on-going use of the App.
- 8.10 Withdrawals from your user account are processed without delay and, if possible, within (2) two business days upon receipt of the withdrawal request. Please note, however, that withdrawals may be subject to additional processing time depending on the procedures of the external remitters, the banking institutions and the jurisdictions in question, which are beyond MNFST's control. Furthermore, you hereby acknowledge that in order for a payment to be made to you, external party remitters, the banking institutions and the jurisdictions in question may withhold certain payment owned to you until your verification procedure with respect to the said payment is satisfied. You hereby acknowledge and agree that it is your responsibility to provide to the applicable external remitters, the banking institutions and the jurisdictions in question the necessary information as shall be required to effect the transfer, and that MNFST shall not be liable for your failure to provide the requisite information. This clause is subject to clauses 8.128.13 and 8.14 below.
- 8.11 Please further note that withdrawal of User Payments and the transfer to your designated user account (for the avoidance of doubt: the user account that will be entered in your user information in the App) will be made as soon as reasonably possible, although there may be delays due to any security review undertaken by MNFST (at its sole discretion). This clause is subject to clauses 8.128.13 and 8.14 below.
- 8.12 You hereby acknowledge and agree that MNFST shall be entitled to charge commission of up to 10% (ten percent) from each User Payment that you withdraw. The charged commission will depend on the withdrawal system available on the App, and shall be determined by MNFST at its sole and absolute discretion. You hereby irrevocably waive any claim and/or argument against the commission charged by MNFST, and further agree that MNFST shall not be under any obligation to inform you on the commission rate or any change thereof.
- 8.13 MNFST retains the right to withhold any payments to you, in the event that MNFST believes or suspects (at its sole discretion) that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, or if MNFST has any concerns about the operation of your user account or the withdrawal request. In such cases, MNFST may commence and/or be involved in and/or assist any investigation into such circumstances (including, but not limited to, by way of disclosing any relevant information, including your personal identifiable information), and you agree to assist and cooperate with any such investigation.
- 8.14 It is hereby acknowledged that User Payments credited to your user account may, due to a failure in electronic communications system, machine computer data processing system or communication link, act made in good faith by an MNFST employee or service provider, or by any other circumstance beyond MNFST's reasonable control (including, but not limited to, acts of any government or authority, revocation of any licence or consent, default of any supplier or sub-contractor, failure of any power supply, theft, malicious damage, act of war and the like), may not accurately reflect the User Payments that you are entitled to (whether in excess or deficit). Therefore, you hereby irrevocably

provide MNFST with the authority, prior to allowing you to withdraw any User Payment, to investigate the cause of the miscalculation in your user account and:

- (a) confirm that the balance stated in your user account reflects the actual monetary amount that you are entitled to under these Terms; or
- (b) if the miscalculation does not reflect reflects the actual monetary amount that you are entitled to under these Terms, to unilaterally recalculate the balance in your user account to the actual monetary amount that you are entitled to under these Terms.

8.15 The User Payments can only be withdrawn in USD (US Dollars).

8.16 Other than the commission charged by MNFST under Section 8.12, you should also be advised that, depending on your place of residence, there may also be commissions and/or costs incurred in connection with the transfer of the User Payments and these will be deducted at source from your User Payments.

8.17 Any Tax imposed by you in connection with the use of the App, Website and/or any of the Ancillary Services, including, but not limited to, with respect to a User Payment, shall be borne solely by you. MNFST or anyone on its behalf shall not be required to bear the aforementioned Taxes, directly or indirectly. In case where the MNFST shall be required to bear any Taxes, the applicable Tax shall be deducted from the balance of your user account. Without derogating from the aforementioned, MNFST shall be entitled to withhold Taxes according to the requirements of any applicable laws, rules, and regulations, including withholding taxes at source.

8.18 You hereby acknowledge and agree that MNFST does not, in any way, serve as a payment agent and that all incoming and outgoing payments under these Terms are made via 3rd party services provider, and therefore MNFST shall not be deemed as such. Furthermore, you hereby acknowledge and agree that it is your sole responsibility to ensure that all means for receiving the User Payment are working from your end, and you hereby unconditionally discharge MNFST from any claim in connection therewith.

9. Merchant Account - Advertising Activity via the Website

9.1 Subject to the Terms, an owner of a registered merchant account (for the purposes of this Section 9, a "merchant") may initiate OACs using the Website.

9.2 Unless agreed otherwise by you and MNFST, the terms of each OAC shall be subject to the Terms set out in the Website.

9.3 By electronically confirming the initiation of an OAC (by clicking the "Create & Submit" button, or any similar wording to be decided by MNFST at its sole discretion), you hereby undertake to pay to MNFST the amount that you inserted under the "Campaign budget" field (or any similar wording to be decided by MNFST at its sole discretion). You hereby acknowledge and agree that the undertaking set out in the previous sentence shall be irrevocable.

9.4 You hereby assume full and sole responsibility for the processing of payments set out in Section 9.4, and discharge any argument for a delay of the payment due to a 3rd party's action (other than in case of a force majeure event (as defined in Section 15 below)). MNFST hereby reserves the right to charge you for any overdue payment which exceeds 5 business days.

9.5 The following is hereby expressly acknowledged and agreed:

- (a) By submitting content to MNFST through the App, Website and any other Ancillary Service, the merchant hereby represents that he/she/it has all necessary rights as are required to provide the content and to initiate an OAC, and hereby grants MNFST a perpetual, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to Copy any portion of the provided content; and
- (b) With respect to each OAC, the merchant hereby grants the owner/operator of the applicable user account a worldwide, non-exclusive and royalty-free license to use the content submitted by the merchant to the MNFST platform, for the purpose of initiating and performing the OAC or otherwise.

10. Notifications

- 10.1 MNFST may, from time to time, provide you with automatic notifications relating to your user account or merchant account (as applicable). Some of the alerts may be turned on by default in certain Ancillary Services.
- 10.2 In case you wish to deactivate, reactivate and/or customize alerts, you shall refer to the “**Settings**” page (or any similar page) of your compatible device.
- 10.3 MNFST will make commercially reasonable efforts to provide the notifications in a timely manner, however MNFST cannot guarantee the time of delivery of the notifications. You acknowledge and agree that MNFST can not guarantee the time of the delivery of the alerts, as well as their content, and therefore you hereby relinquish any claim against MNFST with respect to the failure to deliver, delay and/or any error in the content of the alert. Furthermore, you hereby acknowledge and agree that MNFST shall not be liable for any action taken or not taken by you or any Third Party in reliance to a notification.

11. MNFST Intellectual Property

- 11.1 You hereby acknowledge that all MNFST Intellectual Property placed (whether presently or in the future) in the App, Website and within the Ancillary Services (including e-mail notifications sent by the App and/or the Website) is and shall remain the exclusive right of MNFST, and you hereby irrevocably and unconditionally discharge any claim of ownership in the said MNFST Intellectual Property.
- 11.2 Subject to Section 11.1. MNFST grants you the right to view and use the services provided by MNFST, however you are prohibited from Copying any MNFST Intellectual Property displayed in the App, Website and within the Ancillary Services without MNFST’s express written permission.
- 11.3 By using the App, Website and/or the Ancillary Services (as applicable), you hereby grant MNFST a non-exclusive, free of charge right, to use the information provided by you to MNFST, whether through registration of a user account under the App, merchant account under the Website, through any Ancillary Service or otherwise. Please refer to MNFST’s [Privacy Policy](#) regarding the handing of your information in case you delete your user account and/or merchant account in the App/Website.
- 11.4 It is hereby acknowledged and agreed that MNFST has the right, at its sole discretion (but subject to the applicable privacy policy), to use of any statistical information relating to the App, Website and Ancillary Services.

12. Third Party Intellectual Property

- 12.1 The MNFST platform is designated to connect operators of merchant accounts to operators of user accounts. Any content that you submit through the App, Website and any other Ancillary Service is made at your own discretion and MNFST is not, and shall

not be, responsible for such content. By submitting content to MNFST through the App, Website and any other Ancillary Service, you represent that you have all necessary rights and hereby grant MNFST a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to Copy any portion of the provided content to the App, Website and/or any Ancillary Service.

12.2 MNFST, at its sole and absolute discretion, may Publish on the App, Website and/or the Ancillary Services links to Third Party external services and resources (a “**Hyperlink**”).

12.3 It is hereby acknowledged that any Hyperlink Published by MNFST on the App, Website and/or the Ancillary Services, which does not constitute a MNFST Intellectual Property, may be used by you subject to your acknowledgement, agreement and consent to the following:

(a) You hereby acknowledge and agree that MNFST is, and shall not be, responsible or liable for any the contents of any Hyperlink, and that all Hyperlinks Published by MNFST shall solely regarded for information and convenience purposes.

(b) By clicking on any Published Hyperlink, you agree:

(i) that you are doing so at your own risk;

(ii) to the full to be extent permitted under your legislation of the Republic of Cyprus and any other applicable legislation, to be bound by the terms and conditions of the website and application (as applicable) contained within the Hyperlink; and

(iii) that MNFST shall not be responsible nor liable for any damages or losses incurred in connection therewith.

(c) You further acknowledge and agree that the Hyperlink or any content contained in the Hyperlink (including on the application website and (as applicable) referred to in the Hyperlink) does not constitute:

(i) the opinion of MNFST;

(ii) any sort of endorsement by MNFST;

(iii) any solicitation made by MNFST; and

(iv) a representation or warranty made by MNFST.

12.4 It is hereby acknowledged that MNFST may, at its sole discretion, insert a “watermark” (or any similar mark) on a Third Party’s intellectual property Published on the App, Website and/or the Ancillary Services.

13. DISCLAIMER

MNFST MAKES NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE APP, WEBSITE, ANCILLARY SERVICE AND ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT THE WEBSITE, APP AND THE ANCILLARY SERVICES, THEIR SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED WITH RESPECT TO THE QUALITY,

MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. MNFST FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SERVERS OF THE APP, WEBSITE AND ANCILLARY SERVICES ARE FREE OF ANY HARMFUL COMPONENTS.

THE APP, WEBSITE AND ANCILLARY SERVICES (INCLUDING WITHOUT LIMITATION ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN OR RELATED THERETO) ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. YOU HEREBY REPRESENT THAT DOWNLOADING AND USING ANY CONTENT AND/OR IMPLEMENTING ANY SERVICES WITHIN THE APP, WEBSITE AND ANY ANICLLARY SERVICE IS MADE AT YOUR FREE WILL AND AT YOUR OWN PERSONAL RISK, AND YOU HEREBY BEAR PERSONAL LIABILITY FOR THE CONSEQUENCES OF DOWNLOADING AND USING SUCH CONTENT, AND YOU HEREBY DISCHARGE MNFST FROM ANY CLAIM OF ERROR, DEFECT, OMISSION, INACCURANCY, SECURITY BREACH OR ANY FAILURE TO PERFORM.

MNFST DISCLAIMS ALL WARRANTIES THAT THE APP, WEBSITE AND ANY ANCILLARY SERVICES (INCLUDING WITHOUT LIMITATION ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN OR RELATED THERETO) MAY OR MAY NOT BE SUITABLE FOR ANY PURPOSE OF USE, AND MNFST DOES NOT GUARANTEE NOR MAKE ANY REPRESENTATION REGARDING THE ACCURACY, RELIABILITY AND/OR CORRECTNESS OF THE CONECTCS OF THE APP, WEBSITE AND ANCILLARY SERVICE. MNFST FURTHER EXPRESSLY DOES NOT MAKE ANY GUARANTEE NOR MAKE ANY REPRESENTATION REGARDING ANY SPECIFIC RESULT CULMINATING FROM THE USE OF THE APP, WEBSITE AND ANY ANCILLARY SERVICE (INCLUDING WITHOUT LIMITATION ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN OR RELATED THERETO).

EXCEPT AS EXPRESSLY STATED OTHERWISE IN THESE TERMS, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW OF YOUR JURISDICTION.

YOU ARE, THEREFORE, STRONGLY ADVISED TO TAKE ALL NECESSARY PRECAUTIONS REQUIRED TO PROTECT AGAINST ANY CLAIM, LOSS, DAMAGE OR ANY OTHER HARM WHICH MAY ARISE BY THE VIRTUE OF YOU USING THE APP, WEBSITE AND ANY ANCILLARY SERVICE (INCLUDING WITHOUT LIMITATION ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN OR RELATED THERETO).

14. LIMITATION OF LIABILITY

- 14.1 UNDER NO CIRCUMSTANCES, SHALL MNFST (AND ITS AFFILIATED ENTITIES) OR ANY OF MNFST'S (AND ITS AFFILIATED ENTITIES') SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS,

SUPPLIERS, LICENSORS, SUBCONTRACTS AND REPRESENTATIVES BEAR LIABILITY TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, COMPENSATORY, ACCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXAMPLORY, UNINTENTIONAL DAMAGE (INCLUDING LOST PROFIT, LOSS OF GOODWILL, OR LOST DATA), AND/OR DAMAGE TO YOUR BUSINESS REPUTATION IN CONNECTION WITH THE USE OF THE APP, WEBSITE AND ANY ANCILLARY SERVICE (INCLUDING ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN) OR OTHER MATERIALS WHICH BECAME AVAILABLE TO YOU OR OTHER PERSONS THROUGH THE APP, WEBSITE AND ANY ANCILLARY SERVICE.

- 14.2 It is hereby expressly acknowledged and agreed that MNFST shall not be liable for:
- (a) any loss of revenue, business, anticipated savings or profits (whether direct or indirect); and/or
 - (b) any indirect, special or consequential loss, damage, costs or other claims,
- howsoever caused or arising, whether through non-supply or late supply of the App, the Website and/or any Ancillary Service available through the App and/or the Website, non-performance of these Terms or otherwise.
- 14.3 Furthermore, you acknowledge that MNFST's App, Website and Ancillary Services may be interrupted from time to time for maintenance reasons (such as periodic updating, repair of equipment and the like), and you hereby agree for MNFST to take such actions as it seems fit. You hereby agree that MNFST shall not be liable for any loss, cost and/or damage that results from such scheduled or unscheduled downtime.
- 14.4 Except as expressly stated elsewhere in these Terms, all of MNFST's representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by applicable law.
- 14.5 MNFST shall be liable as expressly provided in these Terms, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
- 14.6 No refunds are provided save as expressly provided in these Terms.
- 14.7 Without prejudice to any other provision of these Terms, MNFST shall not be liable to any person for:
- (a) any event beyond MNFST's reasonable control;
 - (b) the failure of, or damage or destruction to, or any errors caused by MNFST's computer systems or records, of any third party (including, without limitation, the Website), or any aspect of the foregoing;
 - (c) delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system or any other equivalent payment processing system;
 - (d) any losses caused to you by misuse or unauthorized use of password or any other contact information; and

(e) for any promotional links or advertising banners of Third Party advertisers.

14.8 The limitation of responsibility set forth in this Section 14 shall extend, in full, to all service providers engaged by MNFST for the purpose of carrying out the services provided hereunder, and by registering in the App and/or the Website and/or Ancillary Service you hereby acknowledge this aforementioned extension of limitation of responsibility.

14.9 MNFST's liability to you shall at any given time not exceed the amount equal to the amount credited in your user account at the date of your claim.

15. Force Majeure

Without derogating from any of the above limitations of liability set out in Section 14, you hereby acknowledge and agree that MNFST shall in no case be liable for any event beyond MNFST's reasonable control (including, but not limited to, acts of any government or authority, embargo, revocation of any licence or consent, failure of any power supply, theft, malicious damage, acts war, terrorism, natural disasters, internet outages and such other force majeure occurrences).

16. Indemnification

16.1 You hereby agree to indemnify and hold MNFST (and MNFST's Affiliated entities) and anyone on its behalf, including but not limited to, all of its shareholders, directors, managers, officers, affiliates and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) your breach of the terms of these Terms and (ii) any misrepresentation made by you to any Third Party.

16.2 Furthermore, In the event where MNFST reasonably deems that you are responsible for abuse of MNFST's App, Website and/or Ancillary Services, MNFST hereby reserves the right to seek indemnification from you or any user account which is related to other user accounts by any one or more of the following similar criteria:

- (a) IP address;
- (b) name;
- (c) email and mailing address;
- (d) country of registration;
- (e) password;
- (f) machine identity;
- (g) remittance source; and/or
- (h) any combination of the above,

and it is hereby and acknowledged and agreed by you that MNFST may obtain such indemnification by charging your user/merchant account or any connected user/merchant account, deducting amounts from future payments owed to you or to any connected user/merchant account or by obtaining indemnification from you by any other lawful means.

17. **Complaints**

- 17.1 If You have any complaints, claims or disputes (“**Complaints**”) with regard to the App, Website and/or the Ancillary Services, you are hereby instructed to submit such Complaint to MNFST in writing as soon as is reasonably practicable possible following the occurrence of the event to which the Complaint refers to. Complaints may be submitted by email to complaints@mnfst.com, with maximum description and details.

18. **Miscellaneous**

- 18.1 These Terms (and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes, claims and the arbitration agreement) shall be governed by and is to be construed in accordance with the law of the Republic of Cyprus.
- 18.2 Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the competent courts of Nicosia, Cyprus.
- 18.3 Nothing in these Terms shall:
- (a) be construed as creating any agency, arrangement, partnership, joint venture, trust or fiduciary relationships, employer-employee relationship or any other similar relationship between you and MNFST and/or its Affiliates;
 - (b) create or confer any rights or benefits to any third party, or grant you any security interest in any asset of MNFST and/or its Affiliates.
- 18.4 MNFST is entitled to amend these Terms with immediate effect at any time and post the amended version on the App and the Website (as applicable), and to do so according to its absolute and exclusive discretion, and without providing any notice in advance. The changes will not be retroactive. It is your sole responsibility to review these Terms and any amendments, before performing any activity via the App and the Website (as applicable). Any use by you of the App, Website and/or Ancillary Services after making such an amendment shall be deemed as your awareness and acceptance of any amendment of these Terms. If any amendment of these Terms is unacceptable to you, your only recourse is to rescind from using the App, the Website and/or the Services. MNFST shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against MNFST in such regard.
- 18.5 MNFST reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the App, Website and/or any other Ancillary Services with or without notice
- 18.6 MNFST may, at its sole and absolute discretion, transfer or assign these Terms (in whole or in part, including any remedy provided thereunder) to any Third Party without any prior notice; without derogating from the above, the App, Website and/or any of the Ancillary Services may be operated by Third Parties. You may not transfer, assign or pledge in any manner whatsoever any of your rights or obligations under these Terms.
- 18.7 You agree to the use of electronic communication in order to enter into contracts, and you waive any rights or requirements under applicable laws in any jurisdiction which require an original (non-electronic) signature. All such communications will be considered in writing and will be considered received by you within 24 hours from the time in which the notice was posted on the Website or the App (as applicable) or sent to you via e-mail.

- 18.8 These Terms constitute the entire agreement between MNFST and you with respect to the subject matter hereof and supersedes any and all prior agreement between MNFST and you in relation to the same. You confirm that, in agreeing to accept these Terms, you have not relied on any representation made by MNFST. Any representation, promise, undertaking or consent, whether verbal or in writing, which is not included in these Terms, will not be valid.
- 18.9 MNFST's failure at any time in enforcing any right or remedy under these Terms shall not be construed as a waiver of any future or other exercise of such right or remedy.
- 18.10 If any part of these Terms is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision shall be excluded from these Terms and the remainder of these Terms shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event these Terms shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 18.11 These Terms have been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of these Terms and the English language version, the meaning of the English language version shall prevail.
- 18.12 These Terms shall be deemed effective as of August 1st, 2019.