

TERMS OF SERVICE

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These Terms of Service (“**Terms**”) apply to your (“**Customer**”, “**you**”) access to and use of the online services provided by Monetha LLC, with registered offices in Baarestrasse 10, 6302 Zug, Switzerland (“**Company**” or “**we**”), including the services we make available via our website (the “**Verfacto**” or “**Service**”).

Terms are very important for you because here we:

- outline your legal rights on Verfacto;
- describe the rules you shall follow by using Verfacto;
- contain agreements which you conclude with the Company by signing up at Verfacto;
- outline the terms of membership, i.e. free trials, auto-renewal of membership and etc.

Please read these Terms, our Privacy Policy and any other terms referenced in this document carefully. By signing up you assure the Company you have read the Terms and you accept it without any reservations.

DEFINITIONS

Before the Introduction please familiarize with the main definitions which is going to be used in these Terms:

“**Customer Data**” means data that Customer submits to the Services, including data that it collects from Customer Properties or retrieves from other Sources through the Services, including as may be incorporated in any Customer reports or output generated by the Services. Customer Data does not, however, include any Verfacto or third-party templates, technology or data. Customer acknowledges and agrees that Verfacto do not aim to collect any kind of Personal information or data for the use outside the Customer context. Anonymized personal data is sufficient to provide the Services by Verfacto. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customers makes all the effort to anonymize data, which are submitted to Verfacto. In case personalized data not anonymized by Customer Verfacto makes the effort to anonymize the data to be stored and processed for the Customer . Data that is collected and stored on Customer behalf is not in any means exchanged, transferred or sold to other Customers or Parties and processed only on a Customer level

“**Documentation**” means the end user technical documentation provided with the Services, as may be modified from time to time.

“**Laws**” means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“**Service(s)**” means the specific Verfacto proprietary hosted service(s) (e.g. audience segmentation) including any related Verfacto dashboards, reports, scripts, APIs and Code.

“**Usage Data**” means our technical logs, account and login data, data and learnings about Customer’s use of the Services. For clarity, Usage Data does not include Customer Data.

INTRODUCTION

The Company provides personalized services detailed in Terms. By signing up or otherwise using any of these Company services, including all associated features and functionalities,

websites, and user interfaces, as well as all content and software applications associated with our services you are entering into a binding contract with the Company's entity indicated.

Your agreement with us includes these Terms and any additional terms that you agree to, including Master agreement (collectively the "**Agreements**").

Master agreement means that other than as stated in Terms or as explicitly agreed upon in writing between you and Company, the Agreements constitute all the terms and conditions agreed upon between you and the Company and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral.

The Agreements include terms regarding future changes to the **Agreements, membership details, limitations of liability, privacy and data protection, waivers and dispute resolution**. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on Verfacto's website.

By signing up you acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Company's (Verfacto) service or access any content.

In order to use the Verfacto service and access any Content, you need to (1) assure us you meet the privacy and data protection requirements, and (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

SERVICES

Verfacto acts as a central hub for customer data, allowing you to collect and process your data from your selected sources ("**Sources**"), such as your own or third-party websites, solutions or properties, and send the data to your chosen destinations ("**Destinations**"), such as your databases or your accounts with third-party applications or services, for your further use.

The supported Sources and Destinations are identified in the Documentation. For Sources owned or controlled by Customers ("**Customer Properties**"), the Customer enables the collection of Customer Data by implementing scripts, SDKs, other code ("**Code**"), or manually (data exports submitted via the online form or sent via email) on such Customer Properties. As further described below and in the Documentation, Customer maintains control over which Sources and Destinations it uses with the Services, as well as the types and content of Customer Data it shares between its Sources and Destinations

Verfacto will Process Customer Data in accordance with Customer's instructions (which are confirmed via email in case of custom processing or via Verfacto platform functionality) to provide user profiling, scoring and segmentation services to optimize and improve marketing and operations by providing forecasts, insights and analytical dashboards. By entering into the Agreement, Customer instructs us to Process Customer Data to provide the Services and pursuant to any other written instructions given by Customer and acknowledged in writing by Verfacto as constituting instructions for purposes of this Agreement. Customer acknowledges and agrees that such instruction authorizes Verfacto to Process Customer Data (a) to perform its obligations and exercise its rights under the Agreement; and (b) to perform its legal obligations and to establish, exercise or defend legal claims in respect of the Agreement.

AGREEMENTS

Before entering into specific Agreements set out below, please note that the Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Verfacto that (1) Customer will comply with all applicable laws in its use of the Services and (2) Customer has provided all disclosures and obtained all necessary rights, consents, and permissions to collect, share and use Customer Data as contemplated in this Agreement, without violation or infringement of (i) any third party intellectual property, publicity, privacy or other rights, (ii) any Laws, or (iii) any terms of service, privacy policies.

Agreement on changes of the Agreements. Occasionally we may make changes to the Agreements for valid reasons. When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us.

Membership agreement. Your membership agreement includes Free trial, Membership, Payments, Taxes, Refunds, Cancellation, General provision of the membership.

Free trial. Your membership may start with a free trial. The Company reserves the right, in its sole discretion, to determine your free trial eligibility. The Company will indicate whether or not the free trial will automatically convert to a paid membership upon the expiration of the trial period. If so, unless you cancel your membership prior to the end of the free trial period, we will begin billing on a recurring basis for your membership upon the expiration of the free trial period until you cancel or we terminate your membership. For some Free trials, we'll require you to provide your payment details to start the Free trial. By providing such details you agree that we may automatically begin charging you for the Membership on the first day following the end of the Free trial on a recurring monthly basis or another interval that we disclose to you in advance.

Membership. If you purchase a membership to use the Verfacto, you acknowledge that your membership will auto-renew until you cancel your membership or we terminate it. The membership period (or an indication that the membership will continue until canceled) and the cost of the membership (during and after any initial promotional period) are disclosed prior to purchase. If you purchase a membership via Verfacto, we automatically bill your payment method each month on the calendar day corresponding to the end of the paying portion of your membership (or on the last day of the month if such month does not have a sufficient number of days to include your membership start date (for example, if your membership started on November 30, the billing date in December will be December 31)). You may cancel your Verfacto membership at any time, and you will be billed for the time you have used the Verfacto (for example, if your membership started on the first of July and you canceled it on the 15th on July, you will be billed in this manner: monthly membership price divided from the number of the days in month and multiply by days of the membership on current month).

Payments. The only valid payment method acceptable to us is payment by the invoice provided by us. The mentioned method is the only and may be used to complete a

Membership or Services purchase via the Verfacto. You represent and warrant that you are authorized to use our designated payment method. You authorize us to charge you for the total amount of the membership purchase (including any applicable taxes). Verfacto may introduce other payment options in the future for your convenience in the future where same terms are applied

Taxes. To the fullest extent permitted by applicable law, you are responsible for any applicable sales, use, duty, customs, or other governmental taxes, levies, or fees due with respect to your purchase through Verfacto.

Refunds. In the event of an error of the Services, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Except to the extent, refunds are required by law or as stated in our Terms for products Services, payments are nonrefundable and there are no refunds. However, we may, in our sole discretion, provide a refund or discount in certain cases.

Cancellation. You can cancel your membership at any time. After cancellation, you warrant us that you will pay all the membership price after receiving the invoice from us for the actual period of using the Verfacto.

General provision. We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

Privacy and data protection agreement. The Company obtains all the data, including personal data, only from you and does not collect any of the data by itself. By submitting the data to the Company, you assure us that you have read our Privacy Policy and you have all the rights to provide the personal data and the personal data was collected in accordance with all applicable laws, including, but not limiting the General Data Protection Regulation (EU GDPR) (the “GDPR”).

In order for us to provide our Services, you agree that we may process, transfer, and store the information you submitted to us.

By signing up and start using Verfacto you grant us that you:

- are fully GDPR compliant and you understand that the Company is only the processor or sub-processor of the personal data you provided;
- have the consent to use or submit us any personal data (your user agreed you share his personal data);
- provided the adequate protection of your user personal data;
- submitted personal data which is not excessive and is required by us;

We assure you that we shall not use any personal data of your client for the Company’s advertising or etc. The personal data you submitted is considered confidential information and can be used only for purposes of Services.

You specifically agree not to use the Services to collect, store, process, or transmit any Sensitive or Personal Information. The Company shall have no liability under this Agreement for Sensitive or Personal Information, notwithstanding anything to the contrary herein.

If any questions related to how we process the data, our status related to the data protection and etc. Please read our Privacy policy.

Limitation of liability agreement. To the fullest extent permitted by applicable law, the Company will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, incidental or lost profits, even if the Company has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Limitation of liability. The total liability of the Company or any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of 1000 euros or the amount paid by you to use our Platform the 12 months preceding the claim.

The invalidity of the limitation of liability. Limitations set forth in this Section will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of the Company, or for any other matters in which liability cannot be excluded or limited under applicable law.

Waiver agreement. To the fullest extent permitted by applicable law, you release the Company from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

You understand and agree that any disputes or rights of the claim that arise from the Services may not be transferred to third parties without the prior written consent of the other party. Except, the claims related to the membership payments (in case you would not pay the invoice submitted by the Company, we remain the right to sell the claim rights to the third parties without your consent).

Dispute resolution agreement. Please read the following section carefully because it requires you to arbitrate certain disputes and claims of the Company and limits the manner in which you can seek relief from us unless you opt-out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or to the court.

Governing law. Whereas a Company's affiliate responsible for the legal and tech support of the Verfacto services is held in the Republic of Lithuania, at the JSC "MTH Tech", address Upes str. 9-1, Vilnius, Lithuania. Thus, any dispute arising from these Terms and your use of the Platform will be governed by and construed and enforced in accordance with the laws of Lithuania.

Dispute resolution procedure. If any dispute regarding the Services of the Company arises you agree to follow the following rules of the disputes. You agree to first contact the Company and attempt to resolve the claim informally by sending a written notice of your claim (the “**Notice**”) to the Company by email at legal@verfacto.com or by certified mail addressed to Upes str. 9-1, LT-09308 Vilnius . If the dispute will not be solved in 30 days after the first interaction between you and the Company regarding your Notice, you have a right to open the arbitration case.

The venue of the arbitration. You agree that any dispute arising out of these Terms shall be resolved by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its rules. The number of arbitrators shall be 1 (one). The venue of arbitration shall be Vilnius. The language of the arbitration shall be English.

Opt-out from the agreement of dispute resolution. You have the right to opt-out of binding arbitration within 10 days of the date you first accepted the terms of this Section by emailing legal@verfacto.com, with the subject of the mail “**Dispute resolution opt-out**”. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt-out of binding arbitration.

CONFIDENTIAL INFORMATION

Each party (as “**Receiving Party**”) agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party (“**Disclosing Party** constitute the confidential property of the Disclosing Party, (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Verfacto technology, performance information relating to the Services, and the terms and conditions of this Agreement shall be deemed Confidential Information of Verfacto without any marking or further designation. Except as expressly authorized herein, the Receiving Party shall (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section. The Receiving Party’s confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

OWNERSHIP

Customer Data. As between the parties, you shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Verfacto. Subject to the terms of this Agreement, Customer hereby grants to Verfacto a non-exclusive, worldwide right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services to Customer during the Services Term.

Verfacto Technology. This is an agreement, including all Agreements, for access to and use of the Services. Customer agrees that Verfacto retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services, all Documentation and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the

foregoing. Verfacto may generate Usage Data to operate, improve, analyze and support the Services, for benchmarking and reporting and for Verfacto's other lawful business purposes. Except as expressly set forth in the Terms or in the Agreement, no rights in the Services or any Verfacto technology are granted to Customer.

Use Restrictions. Customer shall not (and shall not permit any third party to): (a) rent, lease, provide access to or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party; (c) use the Services to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Verfacto); (e) copy, modify or create any derivative work of the Services or any Documentation; (f) remove or obscure any proprietary or other notices contained in the Services (including any reports or data printed from the Services); or (g) publicly disseminate performance information regarding the Services.

DISCLAIMERS

The Verfacto service is or might be integrated with or may otherwise interact with third party applications, websites, and services ("**Third Party App**") to make the Service available to you.

You expressly understand and agree that:

Your use of the Service and all information, products and other content (including Third Party App) included in or accessible from the Service is at your sole risk. The Service provided on an "as is" and "as available" basis.

The Company expressly disclaim all warranties of any kind as to the Service and all information products and other content (including that of third parties) included in or accessible from the Service.

The Company make no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of Services purchased or obtained by you through the Service will meet you expectation, or (v) any errors in the technology will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that result from the download of any such material.

You understand and agree that the Company does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party App or for any transaction you may enter into with the provider of any such Third Party App, nor does the Company warrant the compatibility or continuing compatibility of the Third Party App with the Service.

GENERAL TERMS AND INFORMATION

Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party.

Security. Verfacto shall implement and maintain technical and organizational security measures designed to protect Customer Data from incidents and to preserve the security and confidentiality of the Customer Data, in accordance with Verfacto's **privacy policy and security standards**.

Contacts. Any notice or communication required or permitted under this Agreement shall be in writing. Notices to Verfacto must be provided to the address set forth below (Contact Information) and shall be deemed to have been received (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail. Verfacto may provide notice to the Customer's email address. Any email notices shall be deemed to have been received upon delivery. Either party may update its address with notice to the other party.

Contact Information. Legal Notices:

Legal notices should be sent to: legal@verfacto.com

With a copy also provided to: info@verfacto.com

Other Notices: Any Customer notices, questions or complaints regarding the Services should be sent to the following email address: info@verfacto.com