

# PUBLIC OFFER AGREEMENT

## 1. GENERAL PROVISIONS

- 1.1. This document (the “Agreement”) is an official public offer of TERRA LTD., hereinafter referred to as “Company”, and contains all the essential terms of the provision of education, cryptocurrency deals, consulting and other services (the “Company Service”) prescribed on the Company’s Website: [terrafund.io](http://terrafund.io)
- 1.2. BitFund Terra, BitAcademy, TerraMarket, TerraExchange, TerraBroker, TerraPaymets is a Company's project and a trade mark.
- 1.3. The sale of Company’s tokens is a pre-sale of Company’s tokens before the Company’s ICO.
- 1.4. TerraToken is an electronic digital unit of Company's internal accounting that may be used to pay for the Company services (tutorials, guidelines, training programs, etc.). TerraToken is not a guarantee of payment, nor any financial instrument, stock, bond, or any another type of securities.
- 1.5. In case of buying the Company’s tokens, using the Company Service and taking access to the Website legal entity or individual thereby confirming the adoption and acceptance of the following terms of the Agreement and becomes the Customer. The Company and the Customer are the Parties of the Agreement.
- 1.6. The Agreement specifies the main provisions and principles on which the relations of the Parties are built.
- 1.7. In order to buy the Company’s tokens, use the Company Service and access the Website, Customer need to (a) be 18 or older, (b) have the power to enter a binding contract with the Company and not be barred from doing so under any applicable laws, and (c) be resident in a country where the Company’s offer is available. Customer also promise that any registration information that he submits to Company is true, accurate, and complete, and he agree to keep it that way at all times.
- 1.8. This Agreement does not require signing and stamped by the Company and maintaining full force and effect.
- 1.9. In connection with aforementioned, the Customer must attentively read the text of this Agreement and in case of disagreement with the terms and conditions — refuse to conclude the Agreement and using the Company’s Services.
- 1.10. This Agreement may only be used and is only made in such countries and territories where the use of the Agreement as described herein is not prohibited by law or regulation (the "Target Markets").
- 1.11. It is a sole responsibility of the Customer to act in accordance with legislation of his/her country of residence. In case accepting of the Agreement as described herein is prohibited by law or regulation he/she shall refuse to Accept the Agreement and the Services of the Company.
- 1.12. The Company does not make an offer in the United States of America, and not to accept Exchange Requests or Exchange Offers from U.S. persons.
- 1.13. This Agreement does not constitute an offer to exchange (or solicitation from anyone to this end) in any country or on any territory where its publication, disclosure, lecture or *communication by any means or any reliance on its content would be illegal or subject to the approval and authorization of, or filing with, any authority or entity, or in which such an offer or solicitation is prohibited, or to any person located in a territory where it is illegal to make such an offer or solicitation.*

## **2. SUBJECT OF THE PUBLIC OFFER**

- 2.1. In accordance with the terms of this Agreement, the Company provides the Customer with the access to the Website, so that the Customer is permitted to use the Company Services, and the Customer accepts the Agreement, which means the Customer's insight into the terms of the Agreement and its consent to receive Services in accordance with the order established by the Company.
- 2.2. The Company does not provide trust management services in any form.
- 2.3. The Company does not bear responsibility for results of cryptocurrency deals and decisions the Customer made basing on any information provided and/or published by the Company.

## **3. ACCEPTANCE AND CONTRACTING OF THE PUBLIC OFFER**

- 3.1. The Customer makes acceptance of the Agreement by registering on the Company's Website in respect of access to which the Agreement is concludes. Customer's acceptance of this Agreement means that he/she is fully agreed with all the provisions of this Agreement.
- 3.2. By acceptance of the Agreement in the order specified in paragraph. 3.1 of the Agreement, the Customer warrants that he/she is familiar, agree, fully and unconditionally accept all the terms of the Agreement in the form in which they are presented.
- 3.3. With the Acceptance of the Agreement:
  - 3.3.1. The Customer is provided with access to its Personal Account;
  - 3.3.2. The Personal Account and Platform tools become available.

## **4. INFORMATION EXCHANGE PROVISIONS**

- 4.1. Communication and cooperation between the Parties is carried out by means of:
  - a) the Website, including services of the Personal Account and the official forum of the Company;
  - b) the electronic mail the addresses of which are listed on the Website;
  - c) the feedback forms published on the Website;
- 4.2. The Customer acknowledge that by using Website, he may be exposed to messages, information, data, text, software, graphic files, or other materials, whether in written, verbal, electronic, digital, machine-readable or other form (the "Content") that he might find objectionable.
- 4.3. The Client agrees to receive messages from the Company at any time.
- 4.4. Any information both electronic and hard copy is considered received by the Client immediately after it was sent.
- 4.5. The Company is not responsible before for nonreceipt of information by the Customer, in case of communication channel malfunction, equipment breakdowns and any other disturbances in operation of services and organizations transferring the information.
- 4.6. The information submitted via communication means requiring personal identification with the use of the Customer's personal details and information is considered coming from the Customer directly.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 5.1. 5.1. The Company has the right to:
  - 5.1.1. Request the Customer's documents in order to confirm the identify (status) of the Customer; the address of his residence (location), as well as other documents for the purpose of identification of the Customer and/or the avoidance of doubt regarding the

authenticity of the data specified by the Customer when registering on the Website and/or in order to verify the authenticity of the identity of the recipient of Company.

- 5.1.2. Form the accounting bases of the Customers, their personal data and their transactions.
- 5.1.3. Gather, systematize, collect, store, destroy, update, modify and process by other non-proscribed way and distribute the Customer's personal data for purposes related to the execution of and compliance with the provisions of this Agreement and the interests of the Customer.
- 5.1.4. Record telephone conversations with the Customer and retain email correspondence with the Customer for the purpose to use them as evidences in resolving possible conflict situations.
- 5.1.5. For the provision of Services under the Agreement, to engage third parties - partners - and to assign operation companies from the group of companies, which are responsible for the provision of certain services;
- 5.1.6. Provide the Customer with trading recommendations and forecasts relating to any operations and/or events using open information sources, limited access sources or personally.
- 5.1.7. Suspend service provision to the Customer at any time, without prior notification of the Customer and without disclosing the reasons.
- 5.1.8. Prescribe minimum and maximum amounts of funds credited to the Personal Account and minimum amounts for cryptocurrency deals depending on the Platform tools.
- 5.1.9. Unilaterally determine the value of the services provided and to change the terms of this Agreement, without notice to the customer.
- 5.1.10. Derive financial benefit from the results of interaction with the Customer, to set tariffs and collect payment notifying the Customer about it.
- 5.1.11. Independently determine the form and methods of services providing on the basis of legal requirements, technical capabilities, as well as the specific terms and conditions of the Agreement at any time without prior notice to the Customer.
- 5.1.12. At any time in Company's sole discretion to modify, suspend or terminate any Service, Content, feature or product offered through the Website, with or without notice.
- 5.1.13. Conduct training programs. The knowledge that the Customer will receive will bear expert opinions of the Company. This is not an academic course, with no knowledge assessments. The Customer decides how to dispose of the information received by himself.
- 5.1.14. Issue documents for persons passing the training programs.
- 5.1.15. Issue certificates to Partners, Customers, Representatives and other persons on its own discretion. Certificates are only recommendatory in nature and mean that these persons meet certain requirements specified in accordance with the company regulations.
- 5.1.16. Give oral and written consultations to the Customer.
- 5.1.17. Demand payment for rendered services or for services which are providing.
- 5.1.18. Refuse providing services for Customer in the case of non-payment (partial payment) for services in a timely manner, at untimely providing of the application for the provision of services.
- 5.1.19. Terminate the Agreement on an unilateral basis without notice, in case the Customer spreads slanders and information spoiling the Company's business reputation.
- 5.1.20. Terminate the Agreement on an unilateral basis without disclosing the reasons, but with preliminary notification of the Client no less than 3 (three) business days prior to termination of the present Agreement.
- 5.1.21. Block access to Personal Accounts fully or partially in cases of:
  - a) detection of obtainment of Accounts for management by third parties;
  - b) breach of the Agreement by the Customer;
  - c) creation by the Customer of more than 1 account, including with figureheads, for the purpose of abuse of the Partner Program;

- d) publishing by the Customer negative comments on the Internet, in order to mislead users, defame the reputation of the Company or its partners;
  - e) unfair actions within the framework of the Partnership program (use of spam, mailings and other unacceptable means of promoting the Website, proposal of materially motivated registration for a particular partner (refback);
  - f) the account lockout can be challenged by a claim. The claim is sent by the interested party via the electronic mail to the Company's electronic mail address posted on the Website;
  - g) the company, having received a complaint, notifies the applicant via the electronic mail about the results of the examination within one month from the date of its receipt. Disputes and disagreements, not settled in a claim procedure, are subject to review and resolution in court at the place of Company's registration.
- 5.2. The Company undertakes to:
- 5.2.1. Observe all provisions of the present Agreement and applicable laws.
  - 5.2.2. Organize and ensure the proper provision of services.
  - 5.2.3. In case the value of tokens falls below the initial value, redeem all the tokens held in by the Customer for the rest of the funds held by the Company, notification within 30 days
  - 5.2.4. Use all personal data and confidential information about the Customer only for provision of services.
  - 5.2.5. Not to distribute information relating to the Customer to anyone except for its employees, trustees and partners in the volume necessary for the enforcement of the Customer's rights, unless otherwise provided for the Agreement.
  - 5.2.6. To immediately block access to the Customer's Personal Account in the event of receipt of the Customer's notification about unauthorized access by third parties until sufficient measures are taken in order to change the data required to access the Customer's Personal Account.
- 5.3. The Customer has the right to:
- 5.3.1. Use any of the services provided by the Company under the provisions of the present Agreement and relevant Regulations, including but not limited to the Personal Account, the Company's website in order to carry out participating in campaigns, exhibitions and other events organized by the Company for the Customer.
  - 5.3.2. Receive information from the Company on all issues related to his/her Personal Accounts' balance, transaction rules, bonuses, Platform tools, promotions, other activities and services arranged by the Company.
  - 5.3.3. Fulfill payments at any time in accordance with the terms of the Agreement and the Order established by the Company using any payment options provided by the Company. The Customer is fully and solely responsible for accuracy of payments he/she makes.
  - 5.3.4. Communicate with the Company in a way and manner prescribed on the Website.
  - 5.3.5. Terminate the present Agreement, provided that the following conditions are met: (a) the Customer submits a written notice via electronic mail to the Company 5 days prior to the assumed termination date; (b) the Customer has no liabilities or debts to the Company.
- 5.4. The Customer undertakes to:
- 5.4.1. Prior to Acceptance, to get acquainted with the conditions of the Agreement and Regulations he accepts, including documentation disclosing the cryptocurrency-related and cryptocurrency investment-related risks, information posted on the Website, and with the Public Offer Acceptance in order to follow strictly to the terms of the Agreement established by the Company, to get acquainted with amendments published on the Website.
  - 5.4.2. Observe all provisions of the present Agreement and Regulations he/she accepted.
  - 5.4.3. Provide the Company with all the information and data which would be necessary to fulfill his obligations under the Agreement.
  - 5.4.4. Do not disclose confidential information and other data provided by the Company in connection with the execution of the Agreement.

- 5.4.5. After the Acceptance, the Customer is provided with access to only one Personal Account, unless the Parties mutually agree otherwise.
- 5.4.6. Provide to the Company complete and valid information about themselves when registering and at request of the Company, and no later than three (3) calendar days after the occurrence of changes, to notify the Company of changes in their personal data, payment system details, civil status and contact information.
- 5.4.7. Bear personal responsibility for the quality of Internet-communication and telephone communication, to which the Customer is connected.
- 5.4.8. Take all possible measures to prevent unauthorized access by third parties to their personal device (computer, tablet computer, phone, etc.) by means of which entrance to the Website is performed as well as gaining access to the Personal Account; and to prevent the possibility of access by third parties to the Accounts and information about them.
- 5.4.9. Use possibilities of the Platform for the purposes stipulated by the Agreement, excluding any interference in the Software and attempts to influence the functioning of the Platform and Website.
- 5.4.10. To resolve independently issues of taxation and declaration of their profit, as well as issues arising on the side of banking and financial institutions; payment services/equipment/modules/ applications/websites and/or electronic payment systems and financial institutions, whose client the Customer is, as well as to pay for their services, commissions and other payments established by them in connection with the disbursement of funds.
- 5.4.11. Not disclose to any third parties or distribute (publish), including web resources and mass communication media, false information about the Company, and information discrediting business reputation of the Company, the honour and dignity of persons associated with the Company.
- 5.4.12. To inform promptly the Company of receiving contradictory, controversial information or differing from information being distributed by the Company, information on Platform tools, the Company's active shares and other information capable of affecting the Customer's financial position.
- 5.4.13. Not to assign his/her rights under the Agreement, not to delegate and/or perform any other act of transfer of authority in compliance with the present Agreement and the relevant Regulations without prior written consent of the Company. If this provision is violated, any such assignment, delegation or transfer of authority will be considered invalid.
- 5.4.14. To submit payment notice to the Company in order for the funds transferred to be added to the Customer's Personal account. This includes provision of documents proving the transfer, if it is required by a relevant Regulation.
- 5.4.15. To pay out all the amounts due and payable, including fees and other expenses charged by the Company.
- 5.4.16. To make sure the Company is protected from any kind of liabilities, expenses, claims, damage that may occur either directly or implicitly due to inability of the Customer to discharge his/her obligations under the present Agreement and a relevant Regulation.
- 5.4.17. To monitor at his/her own discretion any alterations introduced to the Agreement, Regulations, specifications and other documents and trading conditions of the Company.

## **6. COST OF SERVICES AND PAYMENT PROCEDURE**

- 6.1. The costs of services are determined by the Company and specified in the Order in accordance to the rates on the Website <http://terrafund.io/>
- 6.2. The Customer is solely responsible for the accuracy of payments. The moment of payment is considered after receipt of funds to the Company's bank account and/or merchant account and/or cryptocurrency wallet.

- 6.3. In case of buying training in BitAcademy, money for its purchase can be directed through the Bank.
- 6.3.1. In case of cancellation of training, the amount of which was directed to its purchase, the Client has the right to purchase tokens of the company, upon written application to the company.
- 6.3.2. From the amount directed to the purchase of tokens, 15% will be withheld, this commission is associated with the company's costs for the purchase of cryptocurrency.
- 6.4. The Company reserves the right to change rates at their discretion, without notice to the customer.
- 6.5. The Customer has no right to sell the tokens he purchased within three months from the date of replenishment.
- 6.6. After three months after the purchase of tokens, the Customer has the right to sell them on TerraMaket, in the amount of not more than 10% of the total amount of tokens, once a week.
- 6.7. In case of a 25% or more falls in the capitalization of the cryptocurrency market for 10 days, the company has the right to extend the term of the restriction on the sale of Customer tokens for a period of one to three months, depending on the state of the cryptocurrency market.
- 6.8. Fee for the Company's Services does not include the rates of the bank, exchanges, exchangers, cryptocurrency transaction fees and other costs associated with mutual settlements between the Parties. All transaction costs are paid by the Customer.
- 6.9. The Customer's funds transferred to the Company, are placed to the Company's own accounts as well as to accounts of contractors, exchanges and other organizations having business relations and agreements with the Company.
- 6.10. All fees associated with account replenishment and withdrawal of funds are borne by the Customer.
- 6.11. Date of execution of orders for purchase/sale TerraToken placed on the TerraMarket is 72 hours.

## **7. TERMS OF AGREEMENT**

- 7.1. Term of Agreement starts to run from the date of the Customer makes acceptance of the Agreement by registering on the Company's Website.
- 7.2. The Agreement ends with its termination conducted in accordance with the provisions of the Agreement.

## **8. WARRANTIES**

- 8.1. By entering into this Agreement, the Customer hereby acknowledge and agree that it is expressly subject to all warranties, promises and guarantees given and made by Customer as are set forth in the Agreement.

## **9. LIABILITIES**

- 9.1. The Parties shall be liable for non-performance or improper performance of their obligations hereunder in accordance with the provisions of this Agreement and with applicable law.
- 9.2. The Customer is solely responsible for accuracy of information communicated in ways provided by the present Agreement.
- 9.3. The Customer assumes full responsibility for keeping his/her password and personal registrar code secure and safe from unauthorized third party access.

- 9.4. The Customer is responsible to the Company and the third parties in regard to all his/her transactions, even in case of unauthorized password usage.

## **10. DISCLAIMERS AND LIMITATIONS OF WARRANTIES**

- 10.1. We endeavour to provide the best service we can, but you understand and agree that the company service is provided “as is” and “as available”, without express or implied warranty or condition of any kind. You use the company service at your own risk. To the fullest extent permitted by applicable law, company and all owners of the content make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither company nor any owner of content warrants that the company service is free of malware or other harmful components. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from company shall create any warranty on behalf of company in this regard. Some aspects of this section may not apply in some jurisdictions if prohibited by applicable law. This does not affect your statutory rights as a customer.
- 10.2. The Company does not guarantee that it will conduct its own ICO.
- 10.3. The Company does not guarantee the success of all ICOs in which the funds of the Company are invested.
- 10.4. The Company shall not be liable to the Customer for any losses, lost profits, missed opportunities, costs or damages in accordance with the terms of this Agreement unless otherwise agreed by the Parties.
- 10.5. The Company shall not be liable for:
- a) any losses, costs, expenses and damage the Customer incurs due to inaccuracy of information provided to the Customer;
  - b) the Customer’s actions aimed to fulfill rights and obligations under the present Agreement and results of such actions;
  - c) the Customer's damage resulting from events, actions or omissions for reasons independent from the Company and beyond the Company’s control. Such events, actions or omissions include distortion in information transmission caused by errors, failures or malfunction of communication and data transfer systems; disruption of power supply; damage to the Customer’s computer or associated hardware incurred while using the software; or for other reasons independent from the Company;
  - d) damage the Customer may incur in case his/her password becomes known to the third parties, as well as in case of unauthorized third party access to the Customer’s communication means used to enter Contracts and to make Transactions under the terms of the Agreement;
  - e) delays or malfunctions in the process of committing an operation due to force majeure circumstances, as well as any cases of malfunctions in telecommunication, computer, electrical and other related systems, DDos attacks;
  - f) delays in the work of banks, translation systems, crypto-exchange exchanges and payment systems;
  - g) the Customers 's actions providing for the use and use by the User of third-party resources, including advertising, links to which the Platform contains or may contain;
  - h) the authenticity and safety of messages, opinions, recommendations or advice of other Customers.
- 10.6. In the case of prohibition or restrictions on the circulation of cryptocurrency in the country of the client, the company has the right to suspend payments in a given country, to the time of withdrawal of these prohibitions or restrictions.

- 10.7. In the event of a fall in the total capitalization of the market as well as cryptocurrency ethereum & bitcoin, according to the website coinmarketcap.com at 5% over the last 24 hours, or more than 10% over the last 7 days, the company withdraw funds from the company is not available
- 10.8. The Company is not obliged to monitor current state of the Customer's financial operations.
- 10.9. In case the current price of the token falls by more than 5%, asset withdrawal transactions are temporarily suspended until the token rate reaches the value that was before the fall.
- 10.10. If the accounting value of the token becomes higher than the current one, the transactions on withdrawal of the reward and redemption of tokens by the Fund are temporarily suspended.
- 10.11. In the event of the prohibition or restriction on the turnover of the cryptocurrency in the country where the client is located, the company has the right to suspend payments in that country, until such prohibitions or restrictions are lifted.
- 10.12. Under the present Agreement compensation for moral harm is unavailable and unreimbursable.
- 10.13. The Customer agrees that the operations in the market of cryptocurrency are of a high-risky character and, in case of notification of the termination of the Company's operation and its liquidation, will have no claims to the Company, its employees.
- 10.14. To the fullest extent permitted by law, in no event will Company, its officers, shareholders, employees, partners, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use or inability to use the Company service, third party services, or third party services content, without regard to whether Company has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; or (3) aggregate liability for all claims relating to the Company service, applications, content more than the amounts paid by you to Company during the prior twelve months in question, to the extent permissible by applicable law.
- 10.15. The Company shall make its best reasonable effort to render Services of due quality and in accordance with the practice accepted in such business, however, the Company cannot and does not warrant or guarantee the accuracy or completeness of the Services content, any interpretations and/or recommendations being part of Services. The Customer is solely responsible for its use of any services, advices and recommendations of the Company. The Customer agrees to defend, indemnify and hold the Company harmless from and against any and all claims, losses, and liabilities arising in connection with the use of the Services or results thereof, howsoever caused.
- 10.16. The Parties acknowledge and agree that the indemnities and liability limitations given under this Article are the essential conditions without which the Customer and the Company would not have entered into this Agreement.
- 10.17. The Customer agrees that, to the extent permitted by applicable law, its sole and exclusive remedy for any problems or dissatisfaction with the Company service is to uninstall any Company software and to stop using the Company service.

## **11. GOVERNING LAW**

- 11.1. This Agreement, its Annexes and all the Company's Regulations are construed in accordance with and governed by the laws of the Republic of The Marshall Islands.
- 11.2. For all matters not covered in this Agreement, Parties shall be governed by the laws of the Republic of The Marshall Islands.



- 11.3. Any disputes that may occur as a result of implementation of the present Agreement and other agreements established with the Company, are resolved in compliance with legislation of the Republic of The Marshall Islands.

## **12. DISPUTE RESOLUTION PROCEDURE**

- 12.1. In case the Customer believes that the Company by any action or inaction violates one or more articles of the Agreement or any Regulations the Customer accepted, he/she has the right to submit a complaint to the Company.
- 12.2. The complaint should be submitted to the Company in the way described in the present Agreement.
- 12.3. The complaint should contain the following:
- a) the Customer's first and last names (or the company name in case the Customer is a legal entity);
  - b) the Customer's account number;
  - c) date and time the problem occurred;
  - d) description of disputable situation with reference to an article/articles of the present Agreement and/or a relevant Regulation that the Customer considers violated.
- 12.4. The complaint must not contain the following:
- a) emotional evaluation of the disputable situation;
  - b) offensive remarks;
  - c) expletives.
- 12.5. The Company has the right to reject a complaint in case it does not meet the requirements of the present Agreement.
- 12.6. All complaints are examined in compliance with the present Agreement and/or relevant Regulations.
- 12.7. All disputes and controversies arising out of, under, or in connection with the present Agreement and relevant Regulations are to be settled by way of negotiation.
- 12.8. In order for a dispute or a controversy to be submitted to the court the complaint settlement procedure should be observed.
- 12.9. A complaint should be sent via the electronic mail to the other party within 20 (twenty) days from the moment the affected party found out that its rights were violated.
- 12.10. The company, having received a complaint, notifies the applicant via the electronic mail about the results of the examination within one month from the date of receipt a complaint.
- 12.11. The Parties shall use all reasonable efforts to settle through negotiations any disputes arising out of this Agreement, in connection with it or its violation, termination or validity.
- 12.12. Matters arising from the interpretation and application of this Agreement and are not regulated by it are governed by the laws in force of the Republic of The Marshall Islands.
- 12.13. Statement of claim may be filed to a court in case the dispute and disagreement was not settled or response to the complaint was not received within 30 (thirty) days.
- 12.14. The Customer unconditionally:
- a) consents that courts of the Republic of The Marshall Islands have exclusive jurisdiction, which determines any legal proceedings in regard to the present Agreement;
  - b) consents to the jurisdiction of the courts of the Republic of The Marshall Islands;
  - c) renounces any kind of protest in regard to judicial settlement in any such court;
  - d) agrees to never claim that location of such courts is inconvenient, or that they are legally invalid in regard to the Customer.
- 12.15. The Customer agrees to fulfill requirements and execute the court's decision, including but not limited to requirements and orders regarding any of the Customer's assets.

### **13. FORCE MAJEURE**

- 13.1. Neither party hereto shall be liable for failure or partial failure to perform if such failures have been caused by Force Majeure circumstances being beyond Parties reasonable control such as fire, flood, earthquake, epidemic, epizootic, wars, military actions, governmental acts and regulations, embargo, governmental acts and regulations and other circumstances which current Law may refer to as Force Majeure. Target dates of obligations execution under this Agreement shall be postponed for the period of such circumstances duration.
- 13.2. If such circumstances last over one month Parties shall negotiate to achieve a solution acceptable for both Parties.
- 13.3. Within fifteen (15) working days upon such emergence the affected Party shall submit to other Party a Force Majeure confirming document issued by Chamber of Commerce and Industry or any other authorized or reputable organization of the country of the Force Majeure. Such document shall constitute a sufficient proof of Force Majeure.
- 13.4. Should such Force Majeure circumstances last for more than sixty (60) days, any Party shall be entitled to terminate further execution of its obligations under this Agreement, other than the obligation to effect payment.
- 13.5. In this case the Parties shall effect the final settlement under the Agreement within fifteen (15) working days after notification by either Party of termination of its obligations hereunder in connection with Force Majeure circumstances.
- 13.6. In such cases neither Party shall be entitled to claim damages caused by Force Majeure circumstances from the other Party.

### **14. SEVERABILITY**

- 14.1. The Parties acknowledge that this Agreement is reasonable, valid and enforceable.
- 14.2. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **15. AMENDMENT**

- 15.1. The Company reserves the right to modify, update, add, delete, revise and change this Agreement as well as additions to the Agreement, it's Annexes, the Company's Rules at any time without prior notice.
- 15.2. Such changes are effective, and the Customer agrees to be bound by such changes from the date the changes are posted to the Website.

### **16. CONFIDENTIALITY**

- 16.1. All fees, services, documents, recommendations, and reports are confidential.
- 16.2. Parties agree that each shall maintain and not disclose any and all confidential or proprietary information that is received from the other as a result of or in connection with Agreement and/or Services provided in connection therewith.
- 16.3. Parties shall not disclose to third parties any data relating to business or commercial secret of other Party and/or use them for purpose not related to this Agreement performance.
- 16.4. This clause shall survive termination of the Agreement.

## **17. FINAL PROVISIONS**

- 17.1. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.
- 17.2. The time of conclusion of this Agreement shall be the moment of the Customer registering on the Company's Website
- 17.3. The Customer enters into this Agreement voluntarily, while he:
  - a) fully acquainted with the conditions of the Agreement;
  - b) fully understands the subject and conditions of the Agreement;
  - c) fully understands the meaning and consequences of their actions in relation to the conclusion and execution of the Agreement.
- 17.4. The Customer has all the rights and powers required for the conclusion and execution of the Agreement.
- 17.5. The Customer may at any time unilaterally refuse the Company's Services. In the case of unilateral Customer's refusal from the Company's Services the payment is not a subject to refund unless the Parties mutually agree otherwise.