

## Click2Sell Terms & Conditions

### General Introduction

1. Click2Sell is an online marketing self-service platform. By using Click2Sell's services you are able to design, develop and market your own online advertising campaign.

2. These Terms and Conditions ("T&C") apply to your use of the Click2Sell website or platform as a Service received from Click2Sell own online campaign. Customers can design their own campaign by (the "Service"). By using this Service, you represent and warrant that choosing pictures, headlines, space placement on the web page and you are at least 18 years of age and are lawfully able to accept these by buying impressions that can "lift" their campaigns. Once a user T&C. These T&C do not alter in any way the terms or conditions of any launches a Campaign, he or she will generate revenue from clicks that other agreement you may have with Click2Sell or its affiliates. If you the Campaign receives and extra commission on each product that are using the Service on behalf of any entity, you further represent and was sold as a result of his or her campaign. This is the Service warrant that you are authorized to accept these T&C on such entity's provided to you by Click2Sell. Note that individual results will vary and behalf, and that such entity agrees to indemnify Click2Sell for income success is not guaranteed. Click2Sell's Service is to give you violations of these T&C. Please note that we may change, add or the platform and resources to help kick start your business, but the remove portions of these T&C at any time, which shall become effort you put in, is what will make or break your success levels. As an effective immediately upon posting. It is your responsibility to review entrepreneur, the understanding needs to be in place that you will take these T&C, and your continued use of this Service indicates your full responsibility for your success. acceptance of these changes.

**3 Definitions and Interpretation If you choose to use this service, you agree to be bound by the** The headings of sections are included for convenience only and shall **T&C described herein and by all terms, agreements and policies** not affect the interpretation of the T&C. Words importing the singular **incorporated by reference. If you do not agree to all of these terms, do not use this service.** number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day and refers to business days only.

1 3.1 "Campaign " – an advertisement displayed on a screen of a web page or on a printed page.

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- 3.2 "Click2Sell" – Click2Sell Limited, Office: 1 Northumberland Avenue Trafalgar
- 3.3 "Click2Sell Registry" – a certain registry maintained by Click2Sell, which Square London Greater London WC2N 5BW United Kingdom. contains the details and specifications of Campaigns.
- 3.4 "Click2Sell Website" – any website controlled by Click2Sell or related to Click2Sell, where Registered Campaigns may be presented.
- 3.5 "Click Payments" – payment from Qualified Clicks on a User's Campaign.
- 3.6 "Commission" – payment to the User due to the sale of a product from the User's Campaign.
- 3.7 "Issuance" – the first Registration of a certain Campaign to a certain Registrant.
- 3.8 "Person" – any legal entity, including without limitation individual, corporation, limited liability company, co-operative, partnership, trust, organization or any similar entity.
- 3.9 "Qualified Click" – internet user visiting Click2Sell widget on a website.
- 3.10 "Registrant" – a User to whom a Campaign is Registered at the Click2Sell Registry.
- 3.11 "Registration" – the creation of a record at the Click2Sell Registry, which links a certain Campaign to a certain User. Includes "Registered" or "Launch".
- 3.12 "Registration Period" – a predetermined time period, during which a certain Campaign is Registered to a certain Registrant.
- The Registration Period of a certain Campaign is determined during the creation of the Campaign by the User.
- 3.13 "User" – any Person who signs up with Click2Sell or otherwise opens a user account with Click2Sell, may also be referred to as the "Client", "customer" or "marketer".

## **4 Obligations of the User**

- 4.1 The User understands and accepts that Click2Sell is required to conduct a "Know Your Client Process" ("KYC Process") and antimoney laundering checks ("AML Checks"). The KYC Process and the AML Checks will require Click2Sell to obtain the following documents from the User:
- 4.1.1 A copy of the User's valid passport or valid identity card, as per International KYC standards;
- 4.1.2 A copy of the User's card(s) being used to make any transaction for the Services (front side with only the 4 last digits visible, back side with the CVV covered);
- 4.1.3 A copy of a recent utility bill (no older than 3 months) in the User's name clearly displaying the User's address, as per International KYC standards;

4.1.4 In certain circumstances, a User may be required to provide additional documents.

4.2 As long as a Campaign is Registered for a User, the User must have an active email address registered with Click2Sell (hereinafter: the "Official Address"). The User hereby irrevocably agrees to receive notices from Click2Sell to the Official Address.

4.3 Any notice, declaration or other communication required or authorized to be given by Click2Sell to a User, which has been sent by e-mail to the Official Address, shall be deemed to have been received, opened and read by the User within 48 hours of sending such an e-mail.

4.4 As long as the User holds an account with Click2Sell, the User agrees to be contacted via email, telephone, skype and text messaging by Click2Sell and by third parties if relevant, regarding the Services provided by Click2Sell.

4.5 The User explicitly agrees that judicial documents and/or arbitrational documents, pursuant to the dispute resolution procedure specified in the T&C, may also be served to the Official Address.

### **5 Creation of Campaigns**

5.1 In order to create a Campaign, a User is required to add funds to his or her Click2Sell Account. These funds are used by the User to create their Campaign. The User determines the Campaign budget by selecting the cost and amount of impressions required for each campaign.

5.2 Through Click2Sell's interactive platform a User must create their own Campaign which includes campaign name, campaign budget and campaign period. Thereafter the User is required to personally customize the content, campaign images and ad placement on the websites. The

User understands and accepts that they take full responsibility for the creation of the Campaign.

5.3 Click2Sell reserves the right to remove any Campaign created by a User that contains offensive or inappropriate language.

5.4 Once a User is finished creating his or her Campaign, a User must click save and launch Campaign.

### **6 Processing of Campaigns**

6.1 A Campaign shall be deemed to be Registered at the time it is actually received by Click2Sell. Click2Sell's system is solely determinative of time for such receipt.

6.2 Once Registered, the Campaign itself cannot be modified, corrected, amended, updated, cancelled or refunded, whether in whole or in part.

6.3 During the Registration Period, the User will be entitled to receive a pay per click rate per Click2Sell's decision, which shall not be less than \$0.001 Qualified Click on a Campaign. In addition, where a product is sold as a direct result of a User's Campaign, a Commission percentage (as per Click2Sell's decision but not less than \$0.001%) shall be calculated in the User's favour. The User's account at Click2Sell will be credited for such Click Payments and Commissions.

### **7 Limited Right in a Campaign**

7.1 The Registration of a Campaign to a User, grants the User only the exclusive right to receive the Click Payments during the Registration Period.

7.2 The User explicitly acknowledges and agrees that the Registration of a Campaign does not confer the User with any right or title in the Campaign

and/or in the content of the Campaign or any part thereof, including, without limitation, any trademark (whether registered or not), service mark, trade name, copyright, licensed right or any other intangible assets of a third party, which might be embedded in the Campaign. Nor, any right or title in any site or sites in which the Campaign is displayed and/or with any right or title in the link contained in the Campaign.

## **8 Promotions and Special Offers**

8.1 Click2Sell reserves the right to apply special bonuses, contributions, incentives or price differentiations and to determine the conditions for eligibility to such bonuses, contributions, incentives or price differentiations.

8.2 Click2Sell reserves the right to offer a User a bonus, the conditions of which are detailed in a Bonus Agreement. Where a User accepts a bonus, the User will be required to read, accept and sign, and return the Bonus Agreement to Click2Sell.

## **9 Withdrawal of Funds**

9.1 For a User to be eligible for a successful withdrawal of funds, the user must submit all requested documents to Click2Sell, including but not limited to KYC documents and the User must not have any Issuance of Campaigns on his account at time of withdrawal request.

9.2 All withdrawal requests are subject to the terms and conditions of any agreement signed by the User, including but not limited to the Bonus Agreement.

9.3 All withdrawal requests must be made through Click2Sell's platform. If a request has not been made this way, it may not be acknowledged as a request.

9.4 The User may withdraw from his Click2Sell account any eligible amount, subject to a withdrawal fee equal to five percent (5%) of the withdrawal amount, but not less than \$25.00 (hereinafter: "Withdrawal Fees").

9.5 Subject to the provisions of Section 9, withdrawn amounts shall be transferred to the User within Three (3) days as of the date the User filed a withdrawal request. Click2Sell directs fund withdraws back to the original source of remittance.

9.6 Without derogating from the Withdrawal Fees, the User shall bear all costs, fees and commissions charged by third parties (such as banks, credit card companies, etc.) on money transfers.

## **10 Account Management Fees**

10.1 Keeping an account at Click2Sell is subject to account management fees (hereinafter: "Management Fees").

10.2 Click2Sell reserves the right to update the Management Fees from time to time at its sole discretion and/or to apply different Management Fees to different accounts and/or to different Users.

10.3 Under current Management Fee policy, discounts on Management Fees are applicable as per Click2Sell account manager discretion.

## **11 Undertaking by Click2Sell**

11.1 Throughout the Registration Period, Click2Sell will use commercially reasonable efforts to accurately and comprehensively track Qualified Clicks on Registered Campaigns for the purpose of creating and

distributing to Users reports summarizing the Qualified Clicks applicable to Registered Campaigns and the applicable Click Payments.

11.2 Throughout the Registration Period, the Registrant's user account with Click2Sell will be credited for each Qualified Click, as read with the T&C.

## 12 Representation and Warranties of the User

12.1 That the T&C (i) have been duly and validly executed and delivered by the User; (ii) are within the legal capacity and power of the User; (iii) require the approval or consent of no other Person; (iv), constitute a legal, valid and binding obligation of the User and are enforceable against the User, by Click2Sell.

12.2 That all statements made and information provided at any time by the User to Click2Sell, is complete and accurate.

12.3 That the User shall not promote a Registered Campaign through unsolicited emailing, newsgroup postings, job sites, classified ad sites or any other method of mass communication which might constitute a basis for legal action (civil or criminal) under any AntiSpamming Law (hereinafter: "Spam Promotion"). Any Spam Promotion by a User shall constitute a material breach of these T&C, whereby the User shall pay Click2Sell liquidated damages of \$100 per spam email or posted website that is reported to Click2Sell. Such liquidated damages shall be in addition to, and without prejudice to or limiting any other rights and remedies available to Click2Sell in law or in equity.

12.4 That the User shall not, directly or indirectly, jointly or in conjunction with any other Person, take part in any activity that might generate clicks which do not result from actual voluntary activity of a Person or otherwise

contribute to fraudulent accumulation of clicks on a Registered Campaign. Without derogating from the foregoing, the User shall not, directly or indirectly, jointly or in conjunction with any other Person, perform any of the following:

12.4.1 Create, open or register multiple accounts with Click2Sell;

12.4.2 Make use of Web Robot(s) in order to perform clicks on Registered Campaigns. For purpose of this subsection, the term "Web Robot" shall mean any software application that runs automated or repetitive tasks over the internet;

12.4.3 Hide or mask the true source of traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign, including, without limitation, any use of anonymizer (anonymous proxy), virtual private network (VPN) or proxy servers to access Click2Sell website and/or any website where a Registered Campaign is presented;

12.4.4 Artificially generate or inflate traffic, hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign.

12.5 That the User acknowledges and agrees that it is not possible to display all Registered Campaigns at all times in all Click2Sell Websites and thus, the scale of exposure of each particular Registered Campaign in Click2Sell Websites may vary. Without limitation of the foregoing, the User understands and agrees that any of the following are determined by Click2Sell on a random basis and may vary from one Registered Campaign to another: (i) the distribution of Registered Campaigns in Click2Sell

Websites; and/or (ii) the frequency of display of each particular Registered Campaign in Click2Sell Websites; and/or (iii) the time length of each display event of each particular Registered Campaign in Click2Sell Websites; and/or (iv) the timing of each display event of each particular Registered Campaign in Click2Sell Websites.

12.6 That the User acknowledges and agrees that dealing with Registration of Campaigns can generate profits but also involves substantial financial risk including a risk of partial or full loss of funds. Without limitation of the foregoing, the User understands and agrees that: (i) where income figures are mentioned (if any), those income figures are anecdotal information passed on to Click2Sell concerning the results achieved by the individual sharing the information; (ii) Click2Sell has performed no independent verification of the statements made by those individuals; and (iii) the User does not rely on such figures in making any decisions regarding the Issuance of Campaigns.

12.7 That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant and is aware of the risks and any other applicable financial and fiscal aspects of the Services provided by Click2Sell.

12.8 That the User has sought the advice from his own personal professional advisors, such as his attorney and/or his accountant, as to his individual capital gain tax liability in his country of residence, in regards to using the Service.

12.9 That the User will safeguard his account information and maintain a good antivirus and antimalware program on his system and shall bear sole responsibility for any unauthorized usage of his account or leaked information of his account details.

### **13 Proof of delivery of Services**

13.1 Click2Sell's Registry records the Registration of a User's activity and use of the Services. Delivery time - immediately after payment confirmation. Proof of delivery for the intangible or virtual items or Service is confirmed through, IP address of User at date and time of transaction, device geographical location at date and time of transaction, device ID number and device name, name and email address linked to the User profile on-record, evidence that the User profile was activated and verified by the User before the date and time of transaction, evidence that the User accessed/used the downloaded digital goods on or after the date and time of transaction, evidence that the same device and card were used in previous, undisputed transactions, User login activity accessing the Services and email communication.

### **14 Card Not Present Transactions**

14.1 Click2Sell is an online Service provider. Services are paid and redeemed during card not present transactions.

14.2 Click2Sell maintains levels of compliance with the Payment Card Industry Data Security Standard and employs the use of virtual security through authorization and authentication by a User, prior to any transaction being processed.

14.3 A Person must 'click to accept' Click2Sell's T&C in order to open a Click2Sell account and become a User of the Services, if not, a Person will not be able to open an account with Click2Sell. It is the responsibility of a Person to ensure they have read and understood the T&C prior to any transaction being processed.

### **15 Refund Policy**

15.1 All Services are offered at the User's own risk: no guarantees, no refunds, no exchanges and no credit after 7 days. If a User changes his mind about using Click2Sell's Services and has not made an Issuance of a Campaign, Click2Sell will handle any refund request made by a User on a case by case basis. Refund requests must be emailed to support@Click2Sell.co within Seven (7) days of transaction being processed by Click2Sell. A refund can only be processed to the card initially presented for payment. The refund must be equal to or less than the value of the transaction. Up to 7 days the refunded funds will be back to a customer's account.

### **16 Complaints**

16.1 If a User is not satisfied with our Services, written notice must be sent to support@Click2Sell.co, as a first resort to settling any matter.

16.2 All written complaints will be logged by Click2Sell and the User will receive a written acknowledgement within Three (3) days of receipt. Click2Sell will investigate any complaint and reply (email or telecom) to the User within Ten (10) days, setting out how the problem will be dealt with. If this is not possible, an interim response will be made informing the User of the action taken to date or being considered.

16.3 Click2Sell reserves the right to settle a complaint in any manner it deems appropriate. Such action, not being an admission of liability or wrongdoing.

### **17 Reservation of rights**

17.1 Click2Sell reserves the right, but do not assume the obligation, to monitor transactions and communications that occur through the website and/or Service. If we determine, in our sole and absolute discretion, that you or another User has or will breach these T&C or that such transaction or communication is inappropriate, we may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

17.2 Representatives of Click2Sell may use pseudonyms during User interactions.

17.3 Click2Sell may modify the website and/or our Services at any time with or without notice to you and will incur no liability for doing so.

### **18 Earning and Income Disclosure and Disclaimer**

18.1 Click2Sell is an advertising marketplace with many different types of Users. Some of our Users are also our affiliates and can earn commissions by referring people to Click2Sell.

18.2 Any earnings or income statements, or earnings or income examples, are only estimates of what is possible and what some people have earned. There is no assurance you will do as well if you rely upon our figures, you must accept the risk of not doing as well. Any and all claims or representations,

as to income earnings on our web site, are not to be considered as average earnings. Testimonials are not representative.

18.3 Click2Sell's Services or website may contain information that includes or is based upon forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (U.S). Forward-looking statements give our expectations or forecasts of future events. The use of words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward looking statements are intended to express our opinion of earnings potential. They are opinions only and should not be relied upon as fact.

18.4 Online businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our Services or web site, should be done only with the knowledge that you could experience losses, or make no money at all. Only risk capital should be used.

### **19 Use of third party software or websites**

19.1 Click2Sell may recommend use of software, information, products, or web sites that are owned or operated by third-parties. We offer or facilitate this recommendation by hyperlinks or other methods to aid your access to the third-party resource.

19.2 While Click2Sell endeavors to direct you to helpful, trustworthy resources, Click2Sell cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource or track

changes in the resource. Thus, we are not responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third-party resource.

19.3 We recommend these resources on an "as is" basis. When you use a thirdparty resource, you will be subject to its terms and licenses and no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third-party resource, which will govern your use of that resource.

### **20 Limitation of Liability**

20.1 Click2Sell provides the website, the Services, and all content on an "as is" and "as available" basis.

20.2 The User acknowledges and agrees that subject to the undertaking of Click2Sell specified in the T&C, Click2Sell has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any representation, warranty or guarantee, express or implied in connection with the services provided by Click2Sell. The User's activity with Click2Sell shall be at the User's sole risk.

20.3 User acknowledges and agrees that Click2Sell has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly disclaimed, any of the following representations, warranties or guarantees, express or implied:

20.3.1 Any representation, warranty or guarantee as to the volume of traffic, number of hits, lever of impressions, number of clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign or Registered Campaigns;

20.3.2 Any representation, warranty or guarantee as to the timing of hits, impressions, clicks, visitors, visits or any other interactions by any means to any link or website related to a Registered Campaign or Registered Campaigns;

20.3.3 Any representation, warranty or guarantee regarding the level of impressions of Registered Campaigns or Qualified Clicks on any Registered Campaign and/or the timing of delivery of such impressions and/or Qualified Clicks;

20.3.4 Any representation, warranty or guarantee that the operation of Click2Sell Websites or any part thereof will be uninterrupted or error-free and/or any Click2Sell Websites or any part thereof as to the possibility that Click2Sell Websites or any part thereof might be hacked;

20.3.5 Any representation, warranty or guarantee related to the scale of exposure of each particular Registered Campaign, including without limitation, the distribution of Registered Campaigns, the frequency of display of each particular Registered Campaign, the time length of each display event of each particular Registered Campaign and the timing of each display event of each particular Registered Campaign;

20.3.6 Any representation, warranty or guarantee as to the financial prospects and risks associated with the Registration of Campaigns, including without

limitation: (i) any representation, warranty or guarantee that Registered Campaigns will generate any income whatsoever to the User;

20.3.7 Any representation, warranty or guarantee that dealing with Registration of Campaigns does not involve substantial financial risk and/or may not generate substantial losses;

20.3.8 Any representation, warranty or guarantee as to the completeness and/or effectiveness and/or functionality and/or instalment and/or maintenance of any software of any third party, which is operating on Click2Sell's platform or available on Click2Sell Websites.

20.4 Without prejudice to the limitation of liability contained in any provision of these T&C, in no event shall Click2Sell, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, arising out of or related to these T&C, even if Click2Sell has been advised of the possibility of such damages.

20.5 Without derogating from the generality of the disclaimer provided for in the T&C, in no event shall Click2Sell, its directors, officers, shareholders, employees or agents, and any affiliate of the same, be liable to any User for any lost profits, lost business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, resulting from any of the following occurrences:

20.5.1 Any usage, non-usage or misuse by any Person of a

Registered Campaign, including, without limitation, any failure or avoidance of a Person (whether deliberately or mistakenly) from performing a Qualified Click on a Registered Campaign;

20.5.2 Any insufficient or unsatisfactory exposure or non-exposure of Registered Campaigns;

20.5.3 Any unauthorized access to or use of the Click2Sell Registry, including without limitation, any server or other computer hardware or software of Click2Sell and any unauthorized access to any and all personal information and/or financial information stored therein;

20.5.4 Any bug, virus, Trojan horse or the like, which might affect the Click2Sell Registry and/or any information stored at the Click2Sell Registry, including without limitation any server or other computer hardware or software of Click2Sell;

20.5.5 Any error, interruption, malfunction or temporary cessation in the operation of Click2Sell Websites or any part thereof and any hacking of any Click2Sell Website;

20.5.6 Any personal injury, property damage or other loss of any nature whatsoever, resulting from the Registration of Campaign and from any usage, non-usage or misuse of a Registered Campaign.

### **21 Indemnification**

21.1 The User undertakes to release, protect, defend (including payment of reasonable attorney's fees and costs of litigation), indemnify, save and hold harmless Click2Sell, its directors, officers, shareholders, employees or agents, and any affiliate of the same (hereinafter: the "Releasees"), from and against any and all liability, claims, losses, damages, punitive damages,

costs, expenses, attorneys' fees, demands, suits and causes of action of every kind and character, incurred in connection with any claim caused by, arising out of, asserted against, resulting from, or suffered by such Releasees in connection with or in any way incident to any breach of these T&C, including, without limitation, any of the following:

21.1.1 Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in these T&C or in any declaration, representation, warranty, covenant or undertaking made or delivered in connection herewith;

21.1.2 Any misrepresentation or breach of any representation, warranty, covenant or undertaking of the User contained in any information otherwise supplied by the user to Click2Sell;

21.1.3 Any infringement on any kind of privacy right or good name right of any Person, including any kind of libel, defamation, slander, barefaced lie or any other way of expression which raises or might raise a cause of action.

21.2 For removal of doubt, all indemnity obligations and/or liabilities assumed by the User shall be without limit and without regard to the cause or causes thereof, including, but not limited to, preexisting conditions, whether such conditions be patent or latent; strict liability under any code law or other type of strict liability; breach of agreement; tort, breach of duty (statutory, agreement, common law or otherwise) or the negligence or fault of any party, including, but not limited to, that of the Releasees, whether such be sole, joint or concurrent, active or passive; or any other theory of legal

liability. Notwithstanding the foregoing, the indemnification provisions not apply in case (and only in case) of wilful misconduct of the Releases.

21.3 The indemnifications set forth in these T&C shall apply to all types of liabilities specifically covered by the indemnifications whether such liabilities are incurred directly by the Releasees or indirectly through the operation of an indemnification Agreement with another party provided that the liability for which such indemnification is sought, arose from or occurred as the result of or incidental to the performance of the User's obligations hereunder.

21.4 All Persons who may become Releases other than Click2Sell itself shall be deemed to be third party beneficiaries of these T&C for the purposes solely of enforcing an indemnity expressed to be for their benefit.

### **22 Dispute Resolution**

22.1 The User irrevocably agrees that any dispute relating in any way to a Registered Campaign or otherwise relating to these T&C, shall be resolved by binding arbitration, rather than in court. The laws of the United Kingdom, without regard to principles of conflict of laws, will govern these

T&C and any dispute of any sort that might arise between a User and Click2Sell.

22.2 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these T&C as a court would.

22.3 To begin an arbitration proceeding, a User seeking such arbitration proceedings must send a letter requesting arbitration and describing his claim to Click2Sell's offices at Click2Sell limited, 1 Northumberland Avenue Trafalgar Square London Greater London WC2N 5BW United Kingdom. The arbitration will be conducted by the International Chamber of Commerce.

22.4 The User irrevocably agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the User waives any right to a jury trial.

### **23 Breach**

23.1 A breach by a User of a representation or warranty contained in these T&C herein shall constitute material events of default (each an "Event of Default") by such User.

23.2 In any Event of Default, in addition to and without prejudice to or limiting any other rights or remedies available to Click2Sell at law, in equity or under these T&C, Click2Sell may elect, at its sole discretion, to: (i) immediately block the account of the applicable User, either temporarily or permanently, where such User shall not be entitled to any refund of any fees paid by him; and/or (ii) offset any outstanding amounts in the account of the applicable User against any damages caused to Click2Sell.

23.3 For removal of doubt, the User acknowledges and agrees that no remedy conferred by any of the specific provisions of the T&C herein is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and

shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise and no provision hereof shall be construed so as to limit Click2Sell's available remedies in the event of a breach of these T&C by a User. Therefore, the election of any one or more of such remedies by Click2Sell shall not constitute a waiver by Click2Sell of the right to pursue any other available remedy.

### **24 Copyright and Trademark Notices**

24.1 All contents of the Services provided under these T&C are copyrighted by Click2Sell. All rights reserved. Other brand names product names and company names may be trademarks or service marks of their respective owners.

### **25 Governing Law**

25.1 These T&C and the use of the Click2Sell platform will be exclusively governed by the laws of the United Kingdom.

25.2 Subject to the dispute resolution provisions of the T&C, Click2Sell and each User submit to the exclusive Jurisdiction of the competent courts in London United Kingdom. Without derogating from the foregoing, each User understands that the Laws regarding contracts vary throughout the world. It is the User's responsibility to make sure he properly complies with any Law, regulation or guideline in his country of residence regarding the use of Click2Sell Services. For avoidance of doubt, each User explicitly acknowledges that the ability to access Click2Sell Services does not necessarily mean that the Services provided by Click2Sell and/or the User's

activity through Click2Sell is legal under the laws, regulations or directives relevant to the User's country of residence.

### **26 Binding Agreement**

26.1 By signing up to Click2Sell and/or by creating an account at Click2Sell and/or by the Issuance of a Campaign, each User acknowledges and agrees that these T&C form a legal agreement between each User and Click2Sell. By accepting these T&C, each User is hereby bound to the rules and guidelines specified above.

### **27 Termination**

27.1 The User or Click2Sell has the right to terminate the Service by giving the counterparty at least Five (5) days written notice, specifying the date of termination. The User's account will be closed and access to the Services removed.

27.2 Click2Sell may terminate the Service immediately without giving any notice in the following cases:

27.2.1 Death of the User;

27.2.2 In case of the decision of bankruptcy or winding up of the User's estate is taken through a meeting or through the submission of an application for the aforementioned;

27.2.3 Termination is required by any competent regulatory authority or body;

27.2.4 The User violates any provision of the T&C and in Click2Sell's opinion the Services cannot be rendered, including but not limited to a User refusing to submit, sign or return required agreements or documents;

27.2.5 The User violates any law or regulation to which the User is subject to;

27.2.6 The User involves Click2Sell directly or indirectly in any type

of fraud;

27.2.7 The User refuses or fails to provide Click2Sell with the required KYC documents.

27.3 In the case of termination, the User shall be liable for:

27.3.1 Any pending fee owing and payable to Click2Sell;

27.3.2 Any charge and additional expenses incurred or to be incurred by Click2Sell as a result of the termination of the Services;

27.3.3 Any damages which arose during the arrangement or settlement of pending obligations. In the case of breach of the T&C by the User, Click2Sell reserves the right to reverse all previous transactions which place Click2Sell's interests and/ or all or any of its Users' interests at risk before terminating the Agreement.

27.3.4 In the event of the termination of the Service by Click2Sell under clause 27.2, Click2Sell will be under no obligation to refund to the User any funds that may be in the User's account and the User shall have no claims against Click2Sell in such regard.

## **28 Enforceability**

28.1 In the event any of the terms or conditions contained in this T&C shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or condition shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition.