

# **STOCKMVP LIMITED**

## **TERMS OF SERVICE**

**Version: April 2023**

### **DISCLAIMER**

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## 1. INTRODUCTION

StockMVP Limited (hereafter the “**Company**”, “**we**” or “**us**”) is a limited liability company incorporated under the laws of the Republic of Cyprus with registration number HE 440681 and having its registered address at 10 Ioanni Kapodistria, 3032 Limassol, Cyprus.

These Terms of Service (hereafter the “**ToS**”) govern the business relationship between the Company and you (hereafter the “**Client**” or “**you**”). The Client hereby acknowledges and agrees that they have read, understood and accepted the provisions included in these ToS, including also the various other legal documents included in the Company’s website (available at <https://www.stock-mvp.com/>) and/or mobile app.

## 2. DEFINITIONS

- “**Account**” or “**Client Account**” – means an account that you open and hold with the Company for the purpose of viewing and/or researching financial data of stocks listed around the globe and for accessing the Company’s Services.
- “**Account Credentials**” – means any credentials and/or codes used by the Client for accessing their Account, including, without limitation, passwords, usernames etc.
- “**Account Details**” - means the details relating to a Client’s Account including, without limitation, contact information, Services costs, account credentials etc.
- “**California Consumer Privacy Act**” or “**CCPA**” – means California’s state statute intended to enhance privacy rights and consumer protection for residents of California, United States, applicable from the 1<sup>st</sup> of January 2020, and any subsequent amendments and/or modifications.
- “**Dispute**” - means any controversy related to the business relationship between you and the Company, including without limitation claims arising out of, or relating to, any aspect of the Services provided to you by the Company, and claims that may arise after the termination of this business relationship.
- “**Intellectual Property**” – means all the Company’s rights, titles and interests of any kind, whether now known or unknown, in and to patents, trade secrets, copyrights, trademarks and similar rights of any type under the laws of any jurisdiction, including all applications and registrations relating to the above.
- “**GDPR**” or “**General Data Protection Regulation**” – means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, applicable from the 25<sup>th</sup> of May 2018, and any subsequent amendments and/or modifications.
- “**Payment information**” - means all financial details required for the purchase of Services from the Company’s website and/or mobile app. This includes, without limitation, credit/debit card numbers, bank account numbers and sort codes.

- **"Payment Service Provider" or "PSP"** - means any third-party payment service provider (and their payment applications) that the Company uses to process and distribute Client payments in connection with the Services.
- **"Privacy Policy"** - means the Company's policy regarding privacy and data protection, which also governs your use of the Services and is incorporated herein by reference. The current version is available on our website and mobile app.
- **"StockMVP Limited"** – means the Company and any of its employees, officers and directors. It does not include affiliates or third parties.

### 3. SERVICES

The Company uses proprietary software that allows its Clients to easily access and assess financial information of public companies listed in various exchanges around the globe, in order to help its Clients better understand the financial data of specific companies. In that regard, the Company has developed unique online facilities and tools, such as the StockMVP Dashboard, Watchlist, Stock Screener etc., that save time for Clients when researching companies and their financial data. Therefore, the term **"Services"** encompass, without limitation, any online facilities, tools and/or information that the Company makes available through its website, mobile app and/or otherwise, either now or in the future. Once Clients subscribe to the Company's Services, they will be provided with access to the aforementioned online facilities and tools.

### 4. ACCOUNT OPENING

Individuals can open an account by visiting our website or mobile app and completing the "Sign Up" process included therein.

Upon account opening with the Company, you give authorization to the Company to use all the information provided by you in the account opening process. When we deem necessary, in our sole discretion, we might request additional information and/or documentation for the proper assessment of your account and to deliver the Services to you. You have the obligation to cooperate with the Company and provide further information and documentation promptly upon request. By accepting these ToS, you understand and accept that failure to cooperate and provide us the relevant information and/or documentation may lead to the termination of your business relationship with the Company.

By opening an account, you agree to the following:

- a. You can only maintain a single account;
- b. You should never share your account credentials and/or knowingly provide access to your account to an unauthorized third party;
- c. You should never use another Client's account without permission;
- d. The Company is relying on the information you have provided in the account opening stage as being accurate and complete. In case your information has changed or is inaccurate, you hereby confirm that you will promptly inform us in writing so that we can update your account details;
- e. You are solely responsible for the activity that occurs in your account, and you must keep your account credentials secure;
- f. You must notify the Company immediately of any breach or unauthorized use of your account. You will be liable for any unauthorized use of your account or credentials and the losses of the Company and/or others due to such unauthorized use. The Company will not be liable for any loss and/or damage caused by any unauthorized use of your account.

The Client agrees that the Company, at its sole discretion, has the right to reject an account opening without being obliged to give any reasons whatsoever.

## **5. SUBSCRIPTIONS**

To use our Services, a subscription is required. You will be billed in advance on a recurring periodic basis according to the subscription plan you have chosen (the "**billing cycle**"). You can see the different subscription plans we offer in our website and/or mobile app, as updated from time to time.

At the end of each billing cycle, your subscription will automatically renew under the exact same conditions, unless you or the Company cancels it. You can cancel your subscription either by not paying for subscription renewal when it is due or by contacting the Company's customer support team.

A valid payment method is required to process your subscription payment. You must provide the Company and/or its PSPs with valid and accurate billing and payment information. By submitting such billing and payment information, you authorize the Company and/or its PSPs to charge all subscription fees incurred through your account to any such payment instruments.

The Company reserves the right to change subscription fees upon providing you with reasonable prior notice, either by notifying you via email or by posting the updated subscription fees in our website and/or mobile app, therefore providing you with an opportunity to terminate your subscription before such change becomes effective. Any subscription fees change will become effective at the end of the then current billing cycle. The Client agrees that their continued use of the Services after a subscription fee change comes into effect constitutes their agreement to pay the revised subscription fee.

The Company reserves the right, at its absolute discretion, to cancel a subscription at any time, including, without limitation, when it reasonably believes that the Client has breached these ToS. Unless stated otherwise in writing, ongoing subscription fees are non-refundable.

## **6. SUBSCRIPTION PAYMENTS & CHARGES**

Subscription payments are accepted only via the payments methods and in currencies notified by the Company to the Client from time to time as acceptable.

The Company uses PSPs to receive and process payments for subscriptions. The Company will not collect or store your credit/debit card or bank account details. That information is provided directly to our PSPs, whose use of your payment information is governed by their policies and procedures. These PSPs adhere to the standards set by PCI-DSS which helps ensure the secure handling of payment information.

The Company exercises due skill, care and diligence in the selection and appointment of the PSPs it collaborates with, utilizing the services provided by licensed/regulating PSPs in order to best safeguard the clients' funds and financial data. The Client accepts and agrees that in the unlikely event of the default of any PSP, the Client will seek redress directly from the relevant PSP for any losses and/or damages that they may incur and hereby indemnifies the Company from the actions and/omissions of any PSP. The Client further confirms and acknowledges that the Company is not responsible for any fees, commissions and/or charges that might be applied by PSPs, banks and/or other payment providers for any payments the Client makes towards the Company and the Client accepts that they are solely responsible for such extra fees, commissions or charges at the prices in effect when such fees, commissions or charges are incurred.

If you dispute any payment, you must notify us in writing within thirty (30) days of making the payment. Failure to do so, will result in your waiver of any claim relating to the disputed payment.

Moreover, relating to payments made with credit/debit cards, the Client confirms and acknowledges that the right of chargeback shall not be permitted in cases when the Company has already provided the requested Services. Additionally, the Client confirms and acknowledges that due to the type of Services provided by the Company, the Client is not permitted to claim that the performance did not correspond to a written description, so as to request a chargeback. Should the Client request the chargeback alleging that the performance did not correspond to the Client's instructions, the Client confirms and acknowledge that the Company has the right to provide the required documentation to any relevant entity/person to counter such allegations.

## **7. REFUNDS**

The Company offers a seven (7) day free trial period. You must cancel your free trial period no later than on the 7<sup>th</sup> day in order to avoid getting charged a subscription fee. Once the 7-day free trial period from your initial subscription elapses, you will get charged a subscription fee (according to the subscription plan you have chosen). Once the 7-day free trial period elapses, we do not provide any kind of refunds.

## **8. PROMOTIONS**

From time to time, the Company may provide the opportunity to Clients to participate in promotion/bonus schemes. In addition to these ToS, additional terms and conditions apply for such promotion/bonus schemes which will be available on the Company's website and/or mobile app for the Client's review and acknowledgement.

## **9. CLIENT UNDERTAKINGS & REPRESENTATIONS**

The Client understands, acknowledges and agrees to the following:

- a. If an individual, the Client is of the age of maturity, of sound mind, and legally capable to open accounts and enter into a business relationship with the Company;
- b. If an entity, the Client is validly existing and legally capable to open accounts and enter into a business relationship with the Company;
- c. All information provided to the Company for account opening purposes is true and correct and the Client will disclose to the Company any material changes to the information provided;
- d. To always keep their account credentials secured from unauthorized disclosure and/or use. The Company will not be held responsible for any damage and/or loss resulting from unauthorized disclosure and/or use of account credentials due to the Client's fault;
- e. The use of our website, mobile app and the Services is permitted and lawful under the laws of the Client's jurisdiction. You agree to comply with all applicable laws and regulations in connection with your use of our website, mobile app and our Services.

## **10. PROHIBITED PRACTICES**

The Client acknowledges and agrees **NOT** to use the website, mobile app and the Services:

- a. In any way that violates any applicable law or regulation, including, without limitation, anti-money laundering and counter terrorist financing laws and regulations;
- b. In any way that infringes upon the rights of others, or is in any way illegal, threatening, fraudulent, or harmful;
- c. To send any advertising or marketing material, including any "junk mail", "spam" or any other similar solicitation;

- d. To engage in any conduct that restricts or inhibits the use and enjoyment of the Services for others, or which, in the Company's sole discretion, may harm or offend the Company and/or its Clients or expose them to liability;
- e. To introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- f. In any manner that could disable, overburden, damage and/or impair the website, the mobile app and/or the Services, including without limitation to attack the website and/or mobile app via a denial-of-service attack or a distributed denial-of-service attack;
- g. To gain unauthorized access to, interfere with, damage, or disrupt any parts of the website, the mobile app, the Services and/or the Company's servers and/or any computer or database used by the Company;
- h. To use, copy, display, sell, license, decompile, republish, upload, post, transmit, distribute or create derivative works, or otherwise exploit content from the website, the mobile app and/or the Services to online bulletin boards, message boards, newsgroups, chat rooms or in other any manner, without the Company's prior written permission. Modification of the website and/or mobile app content or use of the content for any purpose other than your own personal, non-commercial use is a violation of the Company's intellectual and copyright rights;
- i. To express or imply that any statements or representations made are endorsed by us, without the Company's prior written consent;
- j. To represent themselves as an agent, employee or affiliate of the Company and/or to impersonate the Company, a Company employee, another user, or any other person or entity.

## **11. MONITORING CLIENT CONTENT**

The Company may permit Clients to post content on its website, mobile app, social media channels and/or other communication channels, including comments, articles and links (the "**Client Content**"). The Company has the right in its absolute discretion and without limitation to monitor, censor, edit, move and/or delete any Client Content which it considers harmful, abusive, threatening, copyright infringement or in any other way violates these ToS.

Relating to the posting of Client Content in communication channels provided by the Company and social media accounts, including, without limitation, the Company's Discord channel and other social media accounts, the Client agrees NOT to post content which:

- a. Is pornographic, obscene or pedophilic;
- b. Is derogative, discriminatory or threatening to others or in any other way uses inappropriate language;
- c. Promotes hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity;
- d. Infringes copyright, intellectual property and/or data protection laws and regulations;
- e. Promotes unlawful purposes/acts or dangerous and illegal activities;
- f. Promotes inappropriate, unethical or misleading behavior.

In its absolute discretion, the Company may delete Client Content and block, suspend or terminate Client Accounts which it considers lower the level of courtesy and respect expected from our Clients.

## **12. INTELLECTUAL PROPERTY**

The Company is the rightful owner and retains all intellectual property of its proprietary tools, website, mobile app and Services. We allow you only access and use of our proprietary tools, website, mobile

app and Services, without any additional rights granted to you. Intellectual Property includes without limitation the Company's systems, software, processes, source codes, websites, mobile apps, patents, designs, databases, proprietary tools, trademarks, methodology, know-how, trade secrets, business plans, promotional and marketing material, in any sort or form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of the use of our website, the mobile app and the Services.

### **13. INDEMNITY**

You agree to indemnify, defend, and hold harmless the Company, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the website, the mobile app, the Services, any Client Content you post or otherwise transmit, your violation of the rights of any third party and/or breach of these ToS.

You authorize the Company to assume the exclusive defense and control of any matter for which you are required to indemnify the Company, and you agree to cooperate with the Company for the defense of any such action or claim and bear any costs/expenses, including legal costs. The Company will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it, but you agree that failure of the Company to do so will not discharge you from your obligations under this clause.

### **14. WARRANTY DISCLAIMERS**

All data and information provided by the Company are provided in good faith and are obtained from third party sources believed to be accurate and reliable, however no representation or warranty, express or implied, is made as to their accuracy or completeness. The Client accepts that any information on companies and shares, financial or otherwise, is only indicative and the Company cannot guarantee that such information will always be accurate and up to date.

The Company's website, mobile app and the Services are provided on an "AS IS" basis and without representations or warranties of any kind, either express or implied. To the fullest extent permitted by applicable laws, the Company and any other third party involved in making the website, mobile app and/or the Services available, disclaim all warranties, express or implied, including, without limitation, warranties of title and non-infringement, implied warranties of merchantability and fitness for a particular purpose, and all warranties relating to the originality, adequacy, accuracy, timeliness, merchantability or completeness of any information.

The Company does not warrant that your use of the website, mobile app and/or the Services will be uninterrupted, error-free or secure, or that the servers on which the website and/or mobile app are hosted are free of viruses or other harmful components. The Client assumes total responsibility and risk for the use of the website, mobile app and the Services. We make no commitments regarding the minimum amount of uptime that our website, mobile app, systems and platforms will maintain, although we will make every reasonable effort to ensure that such are operational as soon as possible after a disruption. No opinion, advice, or statement of the Company or any other third party shall create any warranty.

### **15. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable laws, in no event shall the Company or any of its employees, officers or directors and/or any third party providers be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, whether in an action in contract, tort (including without limitation negligence) or otherwise, arising out of, or in any way connected with the use of (or inability to use) the website, mobile app and/or the Services, including without



limitation any damages caused by the Client's reliance on any information and data obtained from the Company, or any damages that resulted from mistakes, omissions, interruptions, deletion of files or communications, errors, defects, viruses, delays in operation or transmission of information or any failure of performance (whether or not resulting from acts of god), theft, destruction or unauthorized access to the Company's systems, website, mobile app, records or Services, even if the Company has been advised in advance of the possibility of such loss or damage.

The Company will not be held liable for any taxation assessed upon or payable directly or indirectly by the Client or for any loss or expense suffered by the Client in connection with any such assessment. The Client is solely responsible for all tax payments and the Company accepts no liability for any tax payment that should have been paid by the Client in connection with the Client's use of the Services.

In addition, the Company will not be liable for any loss or expense suffered by the Client in connection with the insolvency or other default of any counterparty, third party service provider or PSP the Company collaborates with, unless such loss or expense arises from the Company's gross negligence, willful default or fraud.

The website, mobile app and the Services are directed solely to individuals residing in jurisdictions in which the content of the website, mobile app and the provision of the Services is legal. We make no representation that the content of the website, mobile app and/or the Services are appropriate or available for use in other jurisdictions. Clients who choose to access the website, mobile app and/or the Services from other jurisdictions do so on their own initiative and at their own risk and are responsible for compliance with local laws and regulations. The Company at its absolute discretion reserves the right to restrict access to the website, mobile app and the Services to any person, geographic area, or jurisdiction without being obliged to give any reason.

Our website, mobile app and/or Services may contain links to third party websites not under our ownership or control. We are not responsible for the content, privacy policies, or practices of any third-party websites and we do not accept liability for any loss or damage you suffer arising from your use of third-party websites.

In no event shall the aggregate liability of the Company, whether in contract, tort or otherwise, arising out of, or relating to, the use of the Company's website, mobile app and/or the Services exceed the amount paid by the Client for using the Services during the twelve (12) months period immediately preceding the date of the action/claim or one hundred (100) USD, whichever is lower.

The Client agrees that any cause of action arising out of, or relating to, any of the Company's Services must commence within one (1) year after the cause of action arises, otherwise the Client waives their right to bring such cause of action against the Company.

The Company does not exclude or limit its liability in any way where it would be unlawful to do so under applicable laws and regulations.

## **16. NO FINANCIAL ADVICE**

The information provided by the Company is not financial advice in any form. The Company does not provide tax, legal, insurance or investment advice, and nothing in the website, mobile app and the Services should be construed as an offer to buy or sell, or a solicitation to buy or sell, any particular security or financial instrument. The Client is solely responsible for determining whether any investment, security or strategy is appropriate and suitable for them based on their investment objectives and personal and financial circumstances. You should obtain independent professional

advice before proceeding with any investments. The Company is not a licensed securities dealer, broker or investment adviser.

The content of the website, mobile app and the Services are provided for information purposes only. Past performance is no guarantee of future results. You should not assume that the future performance of any specific security or investment strategy will be profitable or equal to corresponding past performance levels. Inherent in any investment is the potential for loss and it should not be assumed that any investments in securities or companies will be profitable.

## **17. DATA PROCESSING AND CONFIDENTIALITY**

Your personal data will be collected, stored and handled in accordance with, among others, the GDPR and the CCPA (collectively referred to as the “**Data Protection laws**”). The Company is the Data Controller responsible for your personal data and it strives to safeguard and keep the Client’s personal and financial information secure at all times.

The Client acknowledges and agrees that the Company may share personal data without prior notice with third parties and affiliates for the purposes of providing the Services to you. The Company and its affiliates may use this information to keep the Client informed about other products, services and offers (including those supplied by third parties) which the Company considers may be of interest to the Client. If we are under a legal obligation to do so, your personal data may also be disclosed to local and international authorities, fraud prevention agencies and other organizations involved in crime and money laundering prevention.

For any enquiries regarding data protection, including any requests to exercise your legal rights, please send us an email at: [support@stock-mvp.com](mailto:support@stock-mvp.com).

For more information on how we process your personal data, your rights and the safeguards we apply, please refer to our Privacy Policy, available in our website and mobile app, and incorporated herein by reference.

## **18. AFFILIATES**

The Client, introduced to the Company through affiliates, acknowledges and confirms that the Company is not responsible for the actions, omissions and/or representations of the affiliates and their associated persons while representing the Client to the Company. The Client agrees to waive any claims they may have against the Company, and to indemnify and hold the Company harmless from any actions and/or omissions of the affiliates and their associated persons. The Company does not have control over and does not bear responsibility for any agreements reached between the Client and an affiliate. The Client furthermore confirms and acknowledges that affiliates may act only independently or as agents of the Client and that affiliates are not authorized to make representations concerning the Company or its Services, nor are authorized to act on behalf of the Company.

The Client acknowledges and confirms that the Company has the right to provide to affiliates and their associated persons with personal data about the Client if this is necessary to deliver the Services to you. Moreover, the Client acknowledges and accepts that the Company may pay affiliates a commission and/or any other inducements for Clients they introduce to the Company.

## **19. TERMINATION**

The Company, at its absolute discretion, may ban, suspend or terminate your account and restrict access to the website, mobile app and/or the Services immediately and without prior notice, for any

reason whatsoever, including without limitation when it considers that you have breached these ToS or after a request by a law enforcement, governmental or regulatory authority.

If you wish to terminate your account, all you have to do is stop using the Services by not paying your subscription fees when they are due, or you can contact our customer support team at [support@stock-mvp.com](mailto:support@stock-mvp.com) and request termination.

All provisions of these ToS which by their nature survive termination shall survive termination, including, without limitation, intellectual property, indemnity, warranty disclaimers and limitation of liability.

## 20. COMPLAINTS

The Company cares about keeping its clients happy and satisfied with its Services. The purpose of this clause is to outline the Company's effective and transparent procedure for the immediate handling of complaints from clients. In order to lodge a complaint, you shall send an email to [support@stock-mvp.com](mailto:support@stock-mvp.com). Please note that your email shall include the date of the incident and sufficient details of the complaint, along with any supporting documentation. All formal complaints are handled seriously by the Company and all information and documentation is treated with the utmost confidentiality. Upon receipt of a formal complaint, the Company will investigate it with the aim of reaching a final resolution in a timely manner. During the complaint investigation period, the Company may inform the Client of the handling process and request additional information and/or documentation, if necessary, for the full assessment of the complaint.

## 21. CONTACT US

We love to hear how we can improve our Services. You can send any comments, feedback or requests for support at [support@stock-mvp.com](mailto:support@stock-mvp.com).

The Company can contact you through the contact details you provided during the account opening process, such as via email.

## 22. MISCELLANEOUS

- a. **Entire Agreement** - These ToS and any other legal documents posted by us on the website, mobile app and/or notified to you in any other way constitute the entire agreement and understanding between you and us and govern your use of the website, mobile app and the Services, superseding any prior or contemporaneous agreements, communications, representations and proposals, whether verbal or written, between you and us (including, but not limited to, any prior versions of these ToS).
- b. **Binding Effect** - These ToS shall be binding upon and inure to the benefit of the Company, its successors and assigns, the Client's heirs, executors, administrators, successors, personal representatives and assigns. The Client acknowledges and accepts to be bound by the provisions of these ToS and any amendment or variation thereof.
- c. **Variations to this Agreement** – The Company reserves the right at any time to change these ToS, make changes on the website and/or mobile app (including without limitation eliminating or discontinuing any content or feature) and impose fees, charges or other conditions for use of the website, mobile app and/or the Services (with reasonable prior notice). By continuing using the website, mobile app and/or the Services, you give your implied consent that you have accepted

such variations. It is your responsibility to frequently check the website, mobile app and the communications channels you provided to the Company in order to ascertain any changes/variations.

- d. **Severability** - If any provision of these ToS is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, such that the remaining provisions of these ToS will continue in full force and effect.
- e. **Assignment** - These ToS, and any rights and licenses granted under them, may not be transferred or assigned by the Client, but may be transferred or assigned by the Company without restriction by providing reasonable prior notice to the Client. Any transfer or assignment attempted to be made in violation of these ToS shall be void.
- f. **Headings:** The headings in these ToS are for reference purposes only and shall not be deemed to modify any of the rights or obligations set forth in each provision.
- g. **Client Acknowledgement:** The Client hereby declares that they fully understand the content of these ToS and agree to all provisions of these ToS.
- h. **Electronic Acceptance:** The Client acknowledges and agrees that by clicking the “I agree” button or similar buttons or links as may be designated by the Company to show your approval of any foregoing texts, pop-up windows, the use of the website, mobile app and the Services, you are entering into a legally binding arrangement with the Company. You hereby agree to the use of electronic delivery of notices, communications and transactions initiated or completed through our website, mobile app, Services and systems. You hereby waive any rights or requirements under any applicable laws or regulations which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the fullest extent permitted under applicable laws and regulations. The Client consents to receive any information, agreements and/or any other documents electronically, and these ToS and documents accepted/signed electronically will be seen as binding arrangements between you and the Company which have been freely entered into.
- i. **Waiver** - No waiver by the Company of any right or provision set forth in these ToS shall be deemed a further or continuing waiver of such right or provision or a waiver of any other right or provision, and any failure of the Company to assert a right or provision under these ToS shall not constitute a waiver of such right or provision.

### **23. GOVERNING LAW**

These ToS shall be governed and construed in accordance with the laws of the Republic of Cyprus, without regard to its conflict of law provisions. The courts of the Republic of Cyprus shall have exclusive jurisdiction to adjudicate on any dispute arising under, or relating to, these ToS.