

RC GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (T&C) are LEGALLY BINDING AGREEMENT BETWEEN the individual or legal entity agreed to be bound by T&C in relation to the Service described herein (“**User**”) and FP Technologies Ltd, UK company number 12112178, a legal entity, incorporated and registered under the laws of UK and having its registered office at 20-22 Wenlock Road, London, N17 GU, UK (hereinafter referred to as **the “Company”**).

The User has to make sure he/she fully understands the contents of the T&C. If a User has any doubts about any of User’s rights and obligations resulting from acceptance of T&C, this User shall communicate with the Company support service or obtain an appropriate legal advice. If a User does not agree with any of T&C provisions, it’s this User’s liability to discontinue registration and / or further use the Service.

THE USER SHALL TAKE SPECIAL NOTE OF COMPANY’S OTHER LEGAL DOCUMENTS AND / OR POLICIES AS WELL AS COMPANY’S RIGHT TO SHARE SOME OR ALL OF THE INFORMATION AND DOCUMENTS PROVIDED BY A USER TO THE COMPANY TO OBTAIN THE SERVICES AND TO BE IN COMPLIANCE WITH ANY AND ALL APPLICABLE LAW, REGULATIONS, DIRECTIVES OR OTHER REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY.

1. SUBJECT.

Subject to the provisions of T&C and payment of all Service fees and payments due hereunder, the Company provides the on-line services, facilities, software and information accessible and obtainable by a User through the software located at the Company’s Websites or Mobile Apps (hereinafter in purposes of the present document are referred to as “the Company’s Websites” or “the Service”).

The Service is the platform solution, the complex of Company’s software and hardware, which provides the organization and automatization of loyalty programs, application of unified loyalty terms and conditions to merchant trade operations, engagement of new clients and partners, promotion of merchant services and goods.

The Company may offer additional related services from time to time, such services once ordered shall be subject to the provisions of these T&C and the respective Service fees.

By accepting the T&C the User confirms understanding that Service may include certain communications from the Company, such as service announcements, administrative messages. Unless explicitly stated otherwise, any new features that augment or enhance the Service, including the release of new Company services, shall be subject to T&C.

The User is responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). Additionally, the User must provide and is responsible for all User equipment necessary to access the Service.

2. ACCEPTANCE. ENTERING INTO AGREEMENT.

A person shall register at the Service and accept these T&C to become a User. By registering at the Service, the User agrees to be bound by T&C and become a party to a legally binding agreement between this User and the Company. Non-registered persons are no the party to a legally binding agreement with the Company and are not allowed to use the Service.

If someone disagrees to register or a registered User decides to opt-out, such person shall immediately discontinue to use the Service and leave the Company’s Website.

No one may use the Service and accept the T&C if not of a legal age to form a binding contract with the Company.

Persons not reached the legal capacity age according to the legislation of the country of their residence, are not allowed to use the Service.

If the User accepts the T&C, the User represents that he or she has the capacity to be bound by it or if the User is acting on behalf of a company or entity that the User has the authority to bind such entity.

3. REGISTRATION AND ACCOUNT.

a. To register as a User, a person has to follow the procedure and instructions provided at any of the Company’s Websites.

b. The User may be asked to provide some personal data and billing details, which are necessary for use of the Service. If such information was requested but not provided, this means the User does not accept the T&C and the Company is free of any obligation.

Not-representation of required information or denial to provide it, as well as providing of incorrect or incomplete information automatically means that the registration was unsuccessful and the personal account was not created.

By registering as a User, using Services and accepting the T&C, a person fully authorizes the Company to obtain, process, store, use and transmit User's personal data only in purposes of due performance of the Company's obligations and strictly in accordance with the Company's Privacy Policy, which forms an integral part of the T&C.

c. The User is solely and fully responsible for keeping confidential of all information necessary to access to and operate with the User's Account.

d. The User undertakes to notify the Company promptly of any changes which may occur from time to time regarding any information and details provided by the User with immediate notice of the actual change as it happens. Notifications and notices shall include all relevant details regarding such changes.

e. All Accounts are subject to review. Necessary adjustments may be applied to Accounts at any time by the Company's discretion. If a User does not agree to adjustments made to an Account, the only recourse will be to discontinue to be a User and terminate the Account.

f. Any of the User's rights and obligations may not be assigned or transferred to any third party except as expressly permitted by the Company in writing. Any sale, transfer, lending, exchange, pooling or barter of any of User's rights and obligations are expressly prohibited. Any violation of the foregoing restrictions is grounds for immediate User Account termination.

The User keeps right at any time to cease the registration and terminate the Account for any reason by deleting the User's information and details, stopping to use the Account or by notifying the Company on a decision to stop using the Service.

In this case the Company immediately deletes all User's data and information and bear no responsibility for due execution of the Company's obligations since the date of termination. However, the stopping of Service usage or ceasing to be a User does not liberate a User from payment of Service fees due to the Company.

4. USE AND PERFORMANCE OF SERVICES.

a. The use of Service and use of third party services. The Company will perform all its obligations duly and undertake all reasonable efforts for these purposes. The Company reserves the right to involve any third party service provider in the provisions of all or part of the Services including, but not limited to hosting providers, payment processing services, information and communication services, internet advertising platforms, advertising service providers and platforms and similar, whose services are necessary for the use of Service.

b. Suspension, termination or change. Notwithstanding anything stated or implied to the contrary in the T&C, the Company may at any time, without derogating from the Company's other rights under the T&C, Applicable Law or otherwise, suspend or terminate the access to the Service partially or in full, effective immediately upon issuance of a notice at the relevant website or by e-mail or by a notice in the Account. Such suspension or termination may also apply, as the case may be, to specific jurisdictions, lines of business and otherwise or to a specific User or a group of Users.

The Company may change the provisions of the T&C by advance notice of not less than 3 (three) days, which comes into effect not sooner than that. In such a case, the provisions of Clause "Amendments to T&C" shall apply. Change in Applicable Law may affect the Company's ability to provide Services or User's ability to use or receive Service.

c. Disclaimer. the User recognizes that the Service is provided "as-is" and "as available". Except as expressly provided in the T&C and to the extent permitted by applicable law, the Company hereby specifically and explicitly disclaim any and all warranties of any type or nature whatsoever whether express, implied, statutory or otherwise, including, without limitation:

- warranties of usability, suitability, satisfactory quality, non-infringement, fitness for a particular purpose, or use or accuracy in relation to or arising out of or in connection to any information provided, of the Service or otherwise to the Company's performance herein;
- warranties of the availability of the website and the electronic interface or the Services.

The Company makes no warranties or representations about the accuracy or completeness of the Service or that the Service will be uninterrupted, timely, secure, or error free or that defects in the operation or functionality will be corrected. The Company is not liable to a User for damages, losses, costs or liabilities of any kind whatsoever suffered or incurred in this respect.

The User acknowledges the electronic nature of the Service and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside of the Company's control.

The Company accepts no responsibility for service levels provided by any third party.

d. Restrictions and prohibitions.

1) The User agrees not to try to gain access to the Service by any other means but only through the interface provided by the Company.

2) It is strictly prohibited to any User at any time and under any circumstances to use Service for:

- **advertising of prohibited, restricted or illegal services, goods or content,**
- **performance of prohibited advertising practices,**
- **violation of any law or legislative act, court decision or prescription,**
- **violation of any right or acting against a conscientious person or conduct.**

3) All automatic inquiries are prohibited. The User may not forward:

- more than 10 inquiries per 1 second from one unique IP address,
- more than 10 simultaneous inquiries from 1 User,
- more than 2 simultaneous export inquiries.

4) The Company upon its own discretion may terminate User's access to the Service and if terminated is free of any liability when the User or its activity are directly or indirectly relating or lead to, or connected with, or causes (including, but not limited to):

- infringement of the rights of third parties (including but not limited to copyright and other intellectual property rights) or promote copyright piracy (i.e., unauthorized MP3s, roms, 'warez', emulators, or cracks, etc.)
- use or promotion, propagation or distribution of prohibited pornography material, slavery or any humiliation of a person,
- display of violence, obscene or vulgar language, abusive content or content which endorses or threatens physical harm or tags with malware.
- promotion of any type of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.)
- promotion of any type of illegal substance or activity (i.e., how to build a bomb, hacking, 'phreaking', etc.).

The Company keeps right to refer to the worldwide implemented ad regulating practices and service policies in eliminating the violations upon mentioned above.

5) The User agrees not to use the Service for any illegal or fraudulent activity. The User is responsible for maintaining accurate Account information at all times, including valid email address information. The Company reserves the right to terminate any account for abusive or fraudulent activity, or if a User is no longer reachable at the e-mail address provided.

Any attempt to apply any software or hardware not integrated or linked officially with the Company or by the Company, or any attempts to change the information, functions, features or anything in User Account, website or Service provided by the Company by means of an automated machine or computer, scripts, software computerized or automated process, or through the use of multiple accounts is expressly prohibited. If such facts appear, the Company will terminate a User's Account, and all Company obligations before such User are terminated immediately without any liability or responsibility at the Company. Cancellation of a User Account due to any of the above prohibited activities or system manipulation is at the full own discretion of the Company. The Company reserves the right to pursue such prohibited conduct to the fullest extent of the law.

5. FEES AND SETTLEMENT.

a. The Service Fees and payments. In consideration of the access to the Service and any additional services as the case may be, the User is charged with the fees set forth at Company's Website (the "Fees").

Any Fee payable by User shall be deducted from the User's Account (means shall be paid in advance as defined below). All payments shall be made in advance, the amounts paid are reflected at the User's Account balance. An authorization payment may be charged at a User's card or e-wallet by banks or other financial or payment institutions. This may be necessary for purposes of confirmation that the Company is able to perform its obligations and make payments to the User. The authorization payment is regulated and settled up by the banks according to their own rules, and the Company bears no responsibility for this action. The authorization payment may or may not be returnable, but the Company does not define the terms and conditions of execution of such payments and is not responsible for it.

User makes the advance payment in amount, satisfactory and sufficient to fulfill the obligations according to the Fees or as agreed separately in written and is based on User's evaluation of volume and total cost of services which User plans and supposes to obtain from the Company basing on the rates of Fees.

The Company will not be able to perform obligations, if the amount paid to Company is less than due. In this case the Company has right to sustain, delay or terminate the access to the Service unless the due amount is paid in full or an applicable security deposit will not be replenished in due sums.

Users are solely responsible for reviewing their Account balance on a regular basis and for checking to ensure that all activity has been made, and all Fees were paid up properly. All bank transfer and charges of settlements described in this section shall be borne solely by User.

b. Change in Fees. The Company may change the Fees and/or introduce new charges in addition to the Fees at its sole discretion upon thirty (30) days written notice to a User.

Notwithstanding, the Company may increase the Fees, immediately and without prior notice, in the event of:

- (i) any change in the services or fees of the third party service providers;
- (ii) changes in the services which are made at User's request; or
- (iii) delays and/or other issues due to User's failure to fulfill User obligations or due to User request to delay work for any reason.

In the event of immediate change of the Fees, the provisions of Clause "Amendments to T&C" will apply.

c. Taxes. All Fees payable to the Company under the T&C are subject to value added tax and any additional or other taxes, charges or duties which may be imposed in connection with any and all payments made or due hereunder and are included in the price of the Service.

User at all times remains fully and solely responsible for all taxes, fees and other costs arising from or incidental to any payments made to a User in connection with the T&C and use of the Service.

d. Additional charges. The Company reserves the right to charge User with reasonable fees and charges in respect of excessive User's inquiries, refunds or chargebacks and any costs and expenses caused to the Company in connection with them. Failure to pay the Fees on or by the due dates will entitle the Company to exercise remedies, including without limitation the right to assess interest at the maximum rate permitted by Applicable Law.

e. Return and refund policy. Refunds and returns of funds are subject to resolution if only claimed by a User and are settled within 7 (seven) days from the claim date. Test Account payments are non-refundable. Refunds are made by the same means and methods as a payment was made. To claim on a refund or a return, a User shall contact the Company by e-mail indicated at the relevant section of the Company's Website and provide:

- payment details,
- User name, transaction ID, confirmations of payment etc.,
- User's postal address and code, e-mail, login,
- comment or description of the claim and refund reason.

The User keeps right to retrieve spare User's funds from the balance in the order described above.

f. Irrecoverable payments. All rights of the User to retrieve or claim to receive all payments made to the Company (including the advanced payments) or any other amounts due to this User shall cease upon the termination of the agreement under the violation by this User of the paragraph **d.** of section 2 of the T&C.

6. OWNERSHIP AND INTELLECTUAL PROPERTY; USE OF TRADEMARKS

a. Ownership. User acknowledges and agrees that all rights, title, and interest to, any and all intellectual property rights of all types or nature whatsoever, including, without limitation, patent, copyright, trademark, data base rights as well as moral rights, know-how and trade secrets (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world, related to or integrally included into the Service, the Service

platform (technology, hardware, software etc.), any code or software (SDK, API etc.) are and will remain solely and exclusively the property of the Company, the Company's licensors or affiliates.

By providing the access to the Service, the Company by its own discretion provides a User with limited access to and the limited right to use the Service.

User is granted no title or ownership rights in the Service. User's right to use the Service and any part thereof is strictly limited to the provisions of the T&C and the Company reserves all rights not expressly granted herein.

b. License. Subject to the terms and conditions of the T&C, and contingent upon payment of the Fees set forth herein, the Company hereby grants a User a limited, non-exclusive, non-transferable right during the term of T&C (subject to suspension provisions) to access and use the Service in connection with the purposes set forth herein and for User's internal purposes under the strict conformity to the T&C and other Legal documents of the Company.

Without a prior written approval of the Company which at its sole discretion may be withheld or subjected to payment of additional fees, User may not and shall not allow others to:

(i) distribute, sell, license, sublicense, assign, reproduce, transfer, pledge, or share the Service and any part thereof, and/or any of its rights under T&C;

(ii) modify, disassemble, translate, decompile, reverse engineer, revise or enhance the Service and any part thereof or attempt to do any of the preceding, unless expressly permitted or required by Applicable Law;

(iii) remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Service; or

(iv) make the Service or any part thereof available to others in a service undertaking or outsourcing arrangement or for any other commercial time-sharing, data processing or other third party use.

Should User breach any and all of the aforementioned provisions, the Company may – in addition to the remedies available to it under the Applicable law – charge User with the additional fees as these would have been charged had User approached the Company for a written approval prior to performing the act (or lack thereof) which gave rise to such breach.

The Company reserves the right to audit Users use of the Service to ensure compliance with the terms T&C.

c. Trademarks. The RC Group is a trademark, DBA and trade dress and/or service marks of Company and/or its affiliates and subsidiaries. Other marks, graphics, icons, names and logos used or displayed on or through the Service are trademarks, trade dress and/or service marks of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company and may be subject to such third parties' terms and conditions.

User may not use any metatags or any other "hidden text" utilizing any of the aforementioned trademarks, trade dress and/or service marks without Company's and/or respective owner's prior written permission.

The User's right to use the above said marks ("Marks") is strictly limited to the manner of use as instructed and approved by the Company, such right may be revoked or changed at any time at the Company's (or the respective owners' or licensors') sole discretion.

User will accordingly change or remove such display of materials immediately upon the Company's or the respective Mark owners or licensors' request.

The User acknowledges and agrees that the User shall not contest the ownership of the Marks for any reason. The User's use or display of Marks will terminate effective with the termination of the legally binding agreement between the User and the Company, termination of the Service or upon notification by the Company or the respective owner or licensor to discontinue such use or display.

7. REPRESENTATIONS AND WARRANTIES.

a. Without derogating from, and in addition to, any of representations, warranties, covenants and obligations contained in the T&C, each Party hereby represents, covenants and warrants the following:

- the T&C constitutes legal, valid and binding obligation, enforceable against Party in accordance with its terms;
- any and all information and documentation provided by the User is true, accurate, complete and up to date and no information, document or statement provided are untrue, false, incorrect, incomplete or misleading;
- the User is not involved and will not be involved in any act or traffic that constitutes or can be reasonably expected to constitute fraud or other illegal activity, including but not limited to money

laundering, under any Applicable Law, rule or regulation, the User has no plans or intentions use the Service, directly or indirectly, in connection with any non-permitted, illegal or fraudulent business activities.

b. The Company will undertake reasonable efforts to protect the User's data collected and stored by it against unauthorized access of any third parties and will use said data solely as permitted.

The Company and its personnel will accordingly not disclose User Account information to any third party unless it is required by Applicable Laws or subject to exclusions directly mentioned in the Company's Privacy Policy.

c. Each Party shall at all times comply with all data protection, privacy or secrecy Applicable laws or regulations (jointly: "**Data Protection Laws**") applicable to the conduct of their business (including but not limited in their privacy policy) and the performance of their obligations under T&C and no Party shall not do or omit to do, or cause or permit anything to be done or omitted to be done, which may cause or otherwise result in a breach of the Data Protection Laws by it.

d. The User will not:

(i) infringe upon, violate, wrongfully use or misappropriate any third party rights including but not limited to intellectual property rights;

(ii) promote, contain, link or otherwise display or allow the display of any content or materials which are sexually explicit, violent, libelous or defamatory, abusive, offensive, discriminative, infringing or are otherwise illegal.

e. **Compliance with applicable laws regulating advertising activity.** By accepting the T&C and using the Service, the User clearly and definitely represents and warrants to the Company that any of this User's activities and practices strictly comply with applicable laws regulating the advertising business and activities.

f. **Personal data.** By accepting the T&C and using the Service, the User clearly and definitely represents and warrants to the Company that he or she:

- agrees to collection, processing, storing and transmittance of his or her personal data by the Company in accordance to the Company's privacy policy,
- acknowledges the volumes of collecting of this data, goals and purposes of such collection, processing storage and transmittance to third parties (if applicable),
- confirms and acknowledges that the User keeps right to request deletion of the personal data from the records of the Company, and the Company shall extract and delete this User's personal data immediately upon its written request.

8. LIMITATION OF LIABILITY. INDEMNITY.

a. **Indirect and Consequential Loss.** Neither Party shall be liable to the other for any damages that arise outside the ordinary course of events contemplated by a breach of T&C, otherwise known as special, indirect or consequential loss or damage (including but without limitation loss of profits or loss of business revenue) suffered or incurred by either Party or any third party howsoever arising, except as provided in the T&C.

b. Each Party ("Indemnifying Party") shall indemnify, defend and hold the other Party harmless from and against any and all claims, losses, suits, damages of any nature whatsoever arising out of the Indemnifying Party's negligence or willful misconduct.

c. The User will reimburse the Company all damages, costs and expenses caused to the Company in connection with any complaints, refunds or claims from any third party, not caused by the improper execution by the Company of its obligations under the T&C, including without limitation legal fees.

d. The User bears all responsibility for due and legal obtainment and use of User's acceptance or T&C to get all information which is forwarded or sent by the Company under the User instructions, in favor of User or by User itself by means of the Company or the Service. This also is applied to any User's claims on spam or any other kinds of illegal informing and subscriptions against the will of a User.

9. CANCELLATION AND TERMINATION.

a. **Cancellation.** Any Party shall be entitled to cancel the agreement established by accepting of T&C immediately upon written notice to the other Party on or at any time after the occurrence of any of the following events:

- a Party breaches any of its obligations under the T&C, which is deemed to be material, and failing to remedy the breach of such obligation within thirty (30) days after receipt of a notice from the other party requesting such remedy,

- a Party defaulting in the payment of funds when due to the other party under the T&C and failing to cure such default within 5 (five) business days after receipt of a notice of default from requesting party.

In Addition to the said above, the Company has right of cancellation of the agreement with User at any time in Company's sole discretion.

Upon a cancellation of agreement, all rights and obligations of a User and the Company shall cease to have effect immediately, except that cancellation shall not affect:

- the rights and obligations of the Parties accrued at the date of cancellation; and
- the continued existence and validity of the rights and obligations of the Parties under those provisions of T&C which, by their nature, survive termination and any provisions of this T&C necessary for the interpretation or enforcement of this T&C (see **c. Survival**).

b. Termination. The agreement may be terminated under the following circumstances:

- the passing by the Company of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Company or the dissolution of the Company.
- the making of an administration order in relation to the Company or the appointment of a receiver over, or the taking possession or sale by an encumbrance of, any of the Company's assets.
- an arrangement or composition by the Company with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
- the making of a bankruptcy order against the Company.

c. Survival. Upon any termination or expiration of T&C for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and protection of proprietary rights and trade secrets, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose, shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose.

10. CONFIDENTIALITY.

a. "Confidential Information" means all information disclosed or made available, directly or indirectly, by a Party or any of its affiliates or representatives in writing, orally, or by inspection or observation of tangible items, and includes without limitation any information of technical, business or other nature including without limitation business information, business partners, banking partners, inventions, know-how, trade-secrets, methods and information, business plans, clients finances, proprietary design, concept, content performance, software, hardware, reports and documentation, structural, scientific, technical, algorithmic, price, historical, marketing information and other business affairs, and other proprietary information, including but not limited to material associated with and forming part of a Party's proprietary systems.

b. Both Parties, the Company and the User, agree and undertake (and agree with):

(i) to hold in confidence the Confidential Information as well as the confidential information of the relevant Third Parties Service Providers;

(ii) the Confidential Information shall neither be disclosed nor caused to be disclosed, whether directly or indirectly, to any third party or persons without the Party's prior written consent and shall not be copied, reproduced or duplicated in any way or manner, in whole or in part, unless such copying, reproduction or duplication has been specifically authorized by Party in writing;

(iii) not to use the Confidential Information for any purpose other than the specific purpose for which it was disclosed as described herein; and

(iv) to limit disclosure of the Confidential Information to those of Party's personnel who have a need to know such Confidential Information, which have been advised of Party's obligations hereunder and who are bound to Party by similar confidentiality obligations.

c. Disclosure of the Confidential Information shall in no way serve to create a license to use or any right in the Confidential Information or in any other proprietary product, trademark, copyright, patent or other right.

d. The confidentiality obligations above shall not apply to such information which:

(a) becomes public domain without direct or indirect fault on Party's part, as can be substantiated by written records;

(b) is previously known to Party without an obligation to keep it confidential, as can be substantiated by written records; or

(c) is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, a Party first notifies the other Party to enable it to seek relief from such requirement, and that Parties render reasonable assistance requested by them in connection therewith.

e. The Parties hereby covenant and warrant that the Confidential Information of the other Party shall be protected, kept and treated by it in strict confidence and the Parties shall apply a degree of care similar to the degree of care applied by them in relation to their own confidential information and data of a confidential nature provided that such degree of care shall comply with applicable standard of reasonableness.

11. NOTICES.

a. Except as otherwise provided in T&C, any notice or other communication under or in connection with this T&C shall be in writing by e-mail addressed to:

- the Company at the address specified at the Company Website in its relevant section or such other address as may hereafter be notified by the Company to a User; or
- a User at the address specified in the User Account or such other address as may hereafter be notified by a User to the Company.

b. The User agrees to receive communications from the Company in an electronic form. Electronic notices will be delivered to a User's email address or personal messages box in Account, as set forth in the T&C. All communications in electronic form will be considered to be "in writing" and to have been received on the day of sending. The Company reserves the right, but assumes no obligation, to provide communications in paper format.

Any notices or any questions concerning this T&C should be in writing in the English language unless the otherwise is provided by the T&C or agreed by the Parties.

12. AMENDMENTS TO T&C.

The Company may amend any provision of the T&C or any other related document or its section, including the attachments or appendices or other documents forming integral part of T&C, at any time and in its sole discretion, by replacement of text of such document at the Service website or by written notice to a User. Any changes will take effect immediately unless otherwise stated in the T&C or the notice of change. If any amendment is unacceptable to a User, the User's only recourse is to terminate relations with the Company. The continued use of the Service following the notice of change will constitute a binding acceptance of the amended T&C or related document.

13. MISCELLANEOUS.

a. **Assignment.** This T&C, any part thereof or any rights or obligations under it may not be novated, assigned, outsourced or transferred by a User without the Company's advanced written consent. If, at any time the Company opts at its sole discretion to have a User's signature on a novation or assignment by the Company and requires a User to enter into any novation or assignment of this T&C, a User shall do so in a timely fashion in accordance with documents provided by the Company to effect such novation. Any assignment or transfer in violation of the aforementioned provisions shall be deemed null and void. Subject to the forgoing, the provisions of this T&C shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

b. **Force majeure.** The Company shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, use of third parties' equipment or services, communications failure, governmental action, war, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

c. **Governing Law; Jurisdiction.** This T&C and all matters arising from it and any dispute arising between the Parties in connection with this T&C shall be governed and construed in accordance with the laws of the United Kingdom and applicable EU laws notwithstanding the conflict of law provisions thereof.

The competent courts of United Kingdom shall have exclusive jurisdiction in any legal proceedings resulting or connected with T&C, and the Parties hereby irrevocably submit to such exclusive jurisdiction. However, this shall not prevent the Company from bringing any action in the court of any other jurisdiction for injunctive or similar relief, including the court of jurisdiction of a User.

By accepting the T&C the User acknowledges the global scale of Internet and online inter-relations and agrees to be bound by any applicable rules and regulations related to conduct of Internet user. Particularly a User agrees to conform with all applicable laws related to technical data transfer, applicable data import or export regulations.

The Service is provided by the Company mainly from the United Kingdom, however this provision does not prevent or deny to the Company to provide services from any place it considers appropriate for the business purposes and to deliver the Services worldwide.

The laws in other countries may differ and a use of the Service may be also subject to such laws. A User is solely responsible for ensuring that his or her use of the Service complies with all applicable laws, rules and regulations of a User's jurisdiction.

d. Entire T&C. This T&C and its appendices, annexes, schedules or related documents, together with the and any and all documents referred to, constitute the entire T&C as a legally binding agreement between the Parties with respect to the subject matter hereof, and supersede and cancel all prior understandings, T&Cs and discussions between them, oral or written, with respect to such subject matter.

e. No Waiver. No failure or delay by a Party to exercise any right or remedy provided under this T&C or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy; and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this T&C.

f. Language. The language of the T&C and all relevant documents, procedures and actions to it shall be English.

g. Severability. All the provisions of this T&C are distinct and severable. If any provision of this T&C (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of this T&C or affect the other provisions which are valid.

14. PRIVACY.

The use of the Service is also governed by the Company's **Privacy Policy** so when the Company refers to the T&C it also refers to the Privacy Policy.

15. CONTACTS.

The Company is always available by e-mail hello@rc.cash
FP Technologies Ltd, 23rd of august 2021.