

Terms of Use

These Terms of Use (hereinafter referred to as the “Contract”) govern the relations between WebFlow Retail Partner LP (hereinafter – the “Agent”) and any individual (hereinafter – the “Client”), who is at least 18 years old and who accepts this Contract on the terms and conditions specified below.

1. Terms and Definitions

1.1. The following terms shall have the following meaning:

Advertising Campaign - is a set of the essential terms of Placement of Internet advertising using the Service, namely the text, content of the Internet advertising, key words, Advertising sites and prices at which the Agent’s Client agrees to place an Internet advertising, the time frames of placement (commencement, completion) of the Internet advertising, description of the audience, which the Internet advertising is directed at, links to the websites or Internet pages with the contact data of the Agent’s Client and other terms designated by the Agent’s Client as essential.

Advertising Materials - for the purposes of this Agreement, are advertising materials of the Client, which include any objects, be they in electronic form, among which are textual, graphic or mixed materials containing or expressing advertising.

Advertising Place - shall have a meaning of a place of posting of Online Advertising on a Web-Page, Search Results and Internet Resources.

Balance - a remainder of cash funds transferred by the Client to the Agent, in the amount of which the services hereunder were not rendered.

eLama branded websites – sites which belong to the Service Proprietor, among which are the following web-addresses: <https://elama.global>, <https://elama.ru>, <https://elama.kz>, etc.

eLama Service/Service - a system of automated management of Advertising Campaigns on the Internet, located at eLama branded websites, through which the Client can post Advertising Materials onto Online Advertising Platforms as well as receive other services.

Finance Section - a section of the Personal Area containing information about the payment of funds to the Balance, transfers of funds from the Balance onto Online Advertising Platforms, as well as the amount of money spent by the Client for Internet Advertising through Online Advertising Platforms, as well as other services of the Service.

Online Advertising/Internet Advertising - is an advertisement placed by advertising platforms on websites, if the theme (context) of such websites complies with the theme of the advertisement, which is determined by the aggregate of key words and/or word sequences, specified by the Client in the respective Advertising Campaign, and if the audience of the relevant website complies with the set criteria by age, geography, and other characteristics.

Online Advertising Platform - (Advertising Distributor) an integrated web-based platform that allows the Client to publish Advertising Materials on websites and applications.

Online Advertising Placement — the Client’s performance of a set of (actual and legal) actions enabling the Online Advertising to be demonstrated on the Internet.

Personal Account/Personal Area - a part of eLama Service, containing information about the Client’s Balance and allowing the Client to post Advertising Materials onto Online Advertising Platforms, access other services and receive / send information messages.

Registration - filling registration details (email, password etc.) in the registration form posted on eLama branded websites. After the registration, a Personal Area is automatically created for accessing and using the Service by the Agent’s Client.

Reporting Period - a calendar month in which the services were rendered.

Service Proprietor - ELAMA GLOBAL PTE. LTD. (Singapore).

1.2. Terms and definitions not specified in clause 1.1 hereof may be used in the Contract. In this case, such a term shall be interpreted in accordance with the text hereof. In the absence of a definite interpretation

of the term in the text of the Contract, the interpretation of the term shall be defined as follows: in the first place - by the laws of England and Wales, secondly - on the eLama branded websites, then - established (commonly used) on the Internet, including Online Advertising Platforms accessed through eLama Service.

2. Subject of the Contract

2.1. The Client instructs the Agent and the Agent undertakes to provide the Client with the access to eLama Service and payment for eLama Service, including any and all other/additional services (hereinafter – the “Agent’s Services”), in accordance with the Agency Agreement dated 1 December 2017 executed with the Service Proprietor in the amount of the Agent's authorities pursuant to that Agency Agreement.

3. Execution of the Contract

3.1. The execution of this Contract constitutes a number of subsequent actions of the Client aimed at the execution hereof, namely:

3.1.1. Independent examination of the text of this Contract posted at the following web-link: https://elama.global/info/contract/int/WFRP_ToU_Customers.pdf;

3.1.2. Registration in eLama Service.

3.2. By executing this Contract the Client accepts all terms and conditions of work with eLama Service, which are posted on the relevant to the Client’s territory eLama branded websites, including but not limited to the following:

- the terms for generating the cost of the Services; and
- the terms of placing Internet Advertising onto Online Advertising Platforms; and
- Privacy Statement; and
- Data Processing Terms and Conditions.

This being said, the relevant to the Client’s territory eLama branded website shall be deemed such an eLama branded website that relates to the same domain zone as the domain zone of the Client’s Personal Area.

3.3. An individual, who has finalized the Registration procedure and has refilled his/her Balance in eLama Service, by performing the said actions, confirms that he/she has read and completely understands and accepts the terms hereof.

3.4. All amendments (additions) related to operation of eLama Service to be initiated by the Service Proprietor shall become effective and binding for the Parties within 7 (seven) days from the moment of their placement on eLama branded websites. In case of disagreement with such amendments, the Client is entitled to terminate this Contract in a prescribed manner.

3.5. By executing this Contract, the Client provides his/her consent to the Agent to be informed by email and (or) by phone about the Agent's Services (Information Subscription). The Client can cancel the Information Subscription by pressing the relevant button in the information email or by sending a letter to the Agent's address specified in details of this Contract. Information Subscription cancellation can be done with no specification of a reason and/or any additional costs.

3.6. By accepting this Contract the Client gives his/her consent to be informed about eLama Service operation though the contact details provided by the Client upon his/her Registration in eLama Service. Such information notifications are agreed by the Parties hereto as being necessary in order to protect the interest of the Client in eLama Service.

3.7. The Client's consent pursuant to clauses 3.5.-3.6. is given to the Agent for the indefinite period of time for the whole term of this Contract.

4. Rights and Obligations of the Parties.

4.1. The Agent undertakes to:

4.1.1. provide access to eLama Service to the Client;

4.1.2. provide the Client with data on his/her Balance;

- 4.1.3. comply with the confidentiality terms.
- 4.2. The Agent shall have the right to:
- 4.2.1. Temporary suspend rendering the Agent's Services hereunder to the Client due to technical, technological or other reasons, which prevent rendering the Agent's Services under this Contract, for a period of existing of such reasons;
- 4.2.2. Suspend rendering the Agent's Services hereunder and/or terminate this Contract unilaterally and without judicial procedures, by notifying the Client, in case of the following:
- the Client's violation of obligations and/or guarantees undertaken by him/her in accordance with this Contract; and/or
 - the Agent becomes aware through Online Advertising Platforms or public authorities, of the Client's sales of products/services, which are (may be) recognized as prohibited; and/or
 - the Client's violation of the principles of business ethics, in particular, use of the offensive language when communicating with the Agent's employees (representatives), and in any other cases upon the Agent's own discretion.
- 4.2.3. Demand from the Client electronic copies of certificates and/or licenses (if the advertised activity is subject to certification and/or licensing), in case of any relevant request from Online Advertising Platforms sent to the Agent;
- 4.2.4. Terminate this Contract on a unilateral basis and without judicial procedures, in case the Agent receives a notification from an Online Advertising Platform that the Client's account on the Online Advertising Platform is banned because the Client's Online Advertising sent to/placed on the Online Advertising Platform does not comply with the Online Advertising Platform's advertising policies in terms of online advertising placement and/or content, and/or violate the Online Advertising Platform's corporate standards. In this case the Agent is entitled to fine/penalize the Client in the amount capped by 1,000 USD (net of any VAT) by writing off such penalty from the Client's Balance;
- 4.2.5. Refuse to allow for transfer of funds from the Client's Balance onto Google Ads Online Advertising Platform, or implement other terms for making such transfers, in the event that such a transfer is made to the Client's active account in Google Ads, that is to the account, through which the Client has been displaying his/her online advertisement within the last 90 days before the date of his/her registration in eLama Service;
- 4.2.6. Unilaterally terminate access to eLama Services on Facebook Online Advertising Platform if:
- 4.2.6.1. The Client has made no payment from his/her Balance for the services of Facebook Advertising Platform within 30 (thirty) days from the date of creation of a Personal Area on Facebook Advertising Platform through eLama Service;
- 4.2.6.2. The Client has made no payment from his/her Balance for the services of Facebook Advertising Platform within 3 (three) months from the moment of full expenditure of funds on the Client's account on Facebook Advertising Platform;
- 4.2.6.3. Independently determine the content of his/her Advertising Campaigns and the Online Advertising subject to placing by him/her;
- 4.2.6.4. The Client has not used the services of Facebook Advertising Platform within 3 (three) months from the date of the last payment for such services, while the balance of funds on the Client's account on Facebook Advertising Platform is returned to the Client's Balance;
- 4.2.6.5. The Client has violated the terms of placement of Advertising Materials on Facebook Advertising Platform.
- 4.3. The Client undertakes to:
- 4.3.1. Pay for the Agent's Services in accordance with the terms of this Contract;

- 4.3.2. Not to transfer the Client's login and/or password to any third parties. All actions performed in eLama Service with the use of the Client's login and/or password shall be deemed performed by the Client. The Client shall be solely liable to any third parties for all actions performed with the use of the Client's login and/or password, as well as for any losses, which may be incurred due to the unauthorized use of the Client's login and/or password. The Agent shall not be held liable for any unauthorized use of the Client's registration data by any third parties;
- 4.3.3. In respect to Internet Advertising the Client undertakes:
- 4.3.3.1. To place Internet Advertising Materials, which fully comply with all the requirements of the relevant Online Advertising Platforms. The Client shall get acquainted with such requirements by him-/herself. Online Advertising Platforms may refuse to place Internet Advertising in case of non-compliance with such requirements;
- 4.3.3.2. Not to use Facebook Advertising Platform for placing online advertising in the event these actions are unlawful, fraudulent, discriminatory and (or) infringe the following:
- Commercial terms of Facebook posted on the Internet at: https://www.facebook.com/legal/commercial_terms including any applicable additional terms of Facebook Advertising Platform, in particular, specified in such Commercial terms;
 - Rights of the third parties, including intellectual property rights.
- 4.3.3.3. In respect to Advertising Campaigns of "Lead ads" type on Facebook Advertising Platform, the Client undertakes:
- To obtain consent from the subjects of personal data on the transfer of their personal data to the Service Proprietor;
 - To inform the subjects of personal data about their rights in relation to their personal data.
- 4.3.3.4. Not to upload viruses or malicious code or perform actions that may lead to disconnection, disruption of normal operation or deterioration of the visual representation of eLama Service and Online Advertising Platforms or to excessive traffic (load) on them.
- 4.3.4. Provide the Agent with documents specified in clause 4.2.3 of this Contract in electronic form within 3 (three) calendar days upon receipt of the relevant request from the Agent.
- 4.3.5. Independently and at his/her own expense resolve all disputes and settle all claims received against the Agent related to the Client's Advertising Campaigns, which was run, placed or created by the Client through eLama Service, or related to other use of Internet Advertising by the Client. The Client shall also reimburse the Agent for all losses and expenses incurred by the Agent in connection with the above mentioned disputes and claims.

4.4. The Client is entitled to:

- 4.4.1. Place his/her Online Advertising onto Online Advertising Platforms using eLama Service;
- 4.4.2. Obtain information related to his/her Balance;
- 4.4.3. Terminate this Contract by a prior written notification of the Agent (including by electronic communication means). The Contract shall be deemed terminated upon expiration of 7 (seven) days from the Agent's receipt of the notification.

5. Liability of the Parties

- 5.1. The Parties shall be liable for non-fulfilment or improper fulfilment of the terms and conditions hereof in a manner stipulated herein.
- 5.2. Except as expressly stated in this Contract, the Agent shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of the Agent's Services or for any claim made against the Client by any third party.
- 5.3. The Agent shall not be held liable for the following:

- For any interruptions in rendering the Agent's Services in case of failure of the non-Agent software or hardware;
- For whole or partial suspensions of rendering the Agent's Services due to replacement of the equipment or the software or completion of any other works required due to the need of maintenance and modernization of the software and/or the hardware;
- For functioning and accessibility of certain segments of the Internet. The Agent does not guarantee the opportunity of information exchange with such nodes or servers, which are temporally or permanently not available through web-links posted on Internet websites;
- For any possible consequences unfavorable for the Client, which occurred due to provision of a phone consultation to the Client by the Agent's representatives (employees);
- For ensuring safety of the equipment and the software of the Client used for the purpose of receipt of the services hereunder;
- For the actions, services, content and data of third parties.

5.4. The Client is fully responsible for the information, requests and inquiries originating from the Client's email, which the Client's Personal Area is assigned to during the Registration. The Parties agree and specify that such inquiries and requests, information originated from the Client's email with which the Client's Personal Area is registered are acknowledged as the Client's official instructions to the Agent.

5.4.1. If the Client has reasons to believe that his/her email, which the Client's Personal Area in eLama Service is assigned to, was hacked, accessed by third persons, the Client shall immediately notify the Agent or the Service Proprietor thereof, with a view of taking the necessary protection of the Client's data. If no such notification from the Client is received by the Agent or the Service Proprietor, the Agent is not liable for the consequences of such failure to notify, including the actions performed in the Service and (or) to the Agent using this email.

5.5. In case of violation by the Client of the conditions specified in clause 4.3.3.2 of this Contract, the Client shall pay a penalty fee in the amount of transfers onto Facebook Online Advertising Platform for the last three Reporting periods.

5.6. The Client is fully liable for compliance of his/her Advertising Materials (their content) placed by onto Online Advertising Platforms with all the requirements established by the laws applicable on the territory targeted by the online advertising, including, but not limited to, the local law on advertising, fair competition, copyright and related rights, protection of brands and service marks.

5.7. No provisions of this Contract exclude or limit the liability of the Parties for willful violations of its terms; and/or for fraudulent activities and deliberately misleading statements and/or guarantees; and/or for improper use of the Confidential Information, as defined in clause 9 below.

6. Advertising Materials and Advertising Campaigns

6.1. The Agent shall render the Agent's Services in relation to Advertising Campaigns, which the Client prepares through the Client's interface in eLama Service and/or which the Client prepares externally (directly) on Online Advertising Platforms. Such Advertising Campaigns can be accessed upon the Client's authorization (signing in) in eLama Service using the Client's login and password.

6.2. All information of the Client's Advertising Campaigns is available in eLama Service and on Online Advertising Platforms. This being said, access for placing by the Client of his/her Online Advertising is subject to the Service Proprietor.

6.3. The Client's Advertising Materials shall comply with all requirements specified by Online Advertising Platforms. The Client shall independently familiarize him-/herself with such requirements. Online Advertising Platforms may refuse to place/publish the Client's Online Advertising in case of non-compliance with such requirements.

6.4. Online Advertising Placement shall start upon the Client's determination of all significant terms and conditions specified in the Advertising Campaign, and after the examination performed by Online Advertising Platforms in relation to compliance of the Client's Advertising Materials with requirements to Advertising Materials specified by such Online Advertising Platforms.

6.5. The Client may post both his/her Advertising and any third party's Advertising. In this case, the Client shall be liable for compliance of such third parties with all the requirements specified in clause 5.6. of this Contract.

7. Cost of Services

7.1. The cost of the Agent's Services is the aggregate cost of Internet Advertising Placement onto Online Advertising Platforms, which is set directly by such Online Advertising Platforms, plus the cost of other services available to and consumed by the Client as part of eLama Service. The cost of such other/additional services is subject to the Service Proprietor and posted on the relevant eLama branded website. This being said, the Agent reserves the right to charge additional fees for access to separate advertising campaign management features accessible through eLama Service, for the possibility of placing Online Advertising on some Online Advertising Platforms, as well as for other additional eLama Services.

7.2. The cost of placing Online Advertising onto Online Advertising Platforms is determined directly by such Online Advertising Platforms. This being said, the amount of payment for the possibility of placing Online Advertising on Facebook Online Advertising Platform is 5% of the amount of money transferred thereto from the Client's Balance.

7.3. The volume and cost of the Agent's Services rendered to the Client in the Reporting Period shall be equal to the volume of services specified in the Finance Section of eLama Service as a total of cash funds transferred from the Client's Balance onto Online Advertising Platforms plus additional services in eLama Service, if any, for the specified period.

7.4. All taxes and local fees shall be included into the cost of the Agent's Services.

8. Payment Procedure and VAT

8.1. The Client independently determines the payment amount for refilling his/her Balance, which shall nonetheless be not less than the minimum specified in the Personal Area when performing a payment. The Client acknowledges the fact that any and all payment amounts of the Client are subject to payment commission plus value added tax/goods and services tax ("VAT") at the rate applicable in the country where the Client belongs. The Balance is shown excluding payment commission and VAT applied to the payment amount.

8.2. Once the payment has been successfully made, the Client shall receive a conformation thereof sent to his/her email specified during Registration and his/her Balance shall be updated in eLama Service. Electronic invoices on refilling the Balance can be sent to the Client at the his/her request sent by electronic communication means.

8.3. In case the Client's cash funds placed on his/her Balance in eLama Service or transferred from the Balance onto Online Advertising Platforms are not spent or used by the Client within 3 (three) years, such cash funds will be written off in full for the Agent's benefit.

8.4. The Client may choose one of the payment methods: by a bank card, electronic funds through the relevant services or other payment methods subject to their availability in the Personal Area.

8.5. The Client's payment obligations shall be deemed fulfilled upon crediting cash funds to the Agent's settlement account. In case of an electronic payment made through the payment gateway available in eLama Service, the Client's payment is verified by the payment system.

8.6. All payment settlements hereunder shall be made in accordance with the requirements of Online Advertising Platforms, through which Online Advertising Placement shall be performed. In case the cost of services on Online Advertising Placement onto Online Advertising Platforms is determined in conditional currency units, payment for such placement shall be made at the rate of such conditional currency unit determined by the relevant Internet Platform.

9. Confidentiality

9.1. The Parties agree to keep secrecy and consider as confidential all information obtained in the scope hereof by either Party from the other Party and designated by the other Party as confidential information of such transferring Party (hereinafter referred to as the «Confidential Information»), and not to disclose, not

to divulge, not to publish or otherwise provide such information to any third parties without the prior written permission of the Party transferring such information, except for the cases provided for by the legislation.

9.2. Each Party shall take all reasonable measures to protect the Confidential Information with the same degree of accuracy, as the reasonable and conscientious person will do. Access to the Confidential Information will be provided only to those employees of the Party (or other persons binding to the Party), who reasonably need it for execution of their job (service or other) duties aimed at fulfilment of this Contract. Each Party shall bind its employees (or other persons) to undertake the same obligations related to the Confidential Information, which are binding hereunder for such Party.

9.3. The Confidential Information shall always remain the property of the Party, which transfers that information and may not be copied or otherwise reproduced without the prior written consent of such transferring Party.

9.4. With the purpose not to allow any eventual abuses regarding definition of volume and contents of the Confidential Information, the obligation to protect and to keep secret the Confidential Information of the disclosing Party shall also cover the information which:

- was or became publicly available as of the moment of disclosure;
- becomes known to the receiving Party from any source other than the disclosing Party, without any breach of the conditions hereof by the receiving Party;
- was known to the receiving Party prior to disclosure of such information hereunder.

9.5. The obligation to keep the Confidential Information in secret in accordance with the terms of this section shall come into force upon acceptance of this Contract by the Client and shall remain in force within 3 (three) years upon termination of this Contract for any reason.

10. Personal Data Processing

10.1. For the purpose of fulfilment of the terms hereof, the Client shall agree to provide and give his/her consent to process his/her personal data in accordance with the terms hereof and for the purpose of fulfilment hereof. Personal Data shall have a meaning of any personal information independently provided by the Client of himself/herself at the time of Registration in eLama Service, in particular: name, surname, email and contact phone numbers.

10.2. The Agent shall guarantee the confidentiality of any personal data of the Client and shall provide the access to any personal data only to the employees who need that information for the fulfilment of the conditions hereof, by securing abidance of Personal Data confidentiality by those employees as well as safety of Personal Data during processing thereof.

10.3. In case of the Client's loss of identification data (login/password) required for accessing eLama Service, the Client may request such data from the Agent, and the Agent, in turn, may provide such data only to the Client's email specified at the time of the Registration. This being said, the Agent identifies the Client by a domain name, Advertising Campaign name, Advertisement ID, invoice number (if applicable), the Client's ID number assigned to him/her during his/her registration in eLama Service, ID of the Client's accounts on Online Advertising Platforms.

11. Force Majeure

11.1. The Parties are released from liability for any partial or complete non-fulfilment of their respective obligations pursuant hereto if such non-fulfilment was caused by action of any circumstances of the major force ("force majeure circumstances") that is any extraordinary and in the particular conditions unavoidable circumstances including mass disorder, prohibitions of governmental power, fire, acts of God, natural disasters and other circumstances acknowledged as force majeure by any public authority (other authorized body) of the country of the corresponding Party.

11.2. The Parties are obliged to notify each other in writing on the existence of any force majeure circumstances by submitting an email within 7 (seven) calendar days upon occurrence thereof.

11.3. In case the occurrence of force majeure circumstances directly affected the Parties' fulfilment of their obligations hereunder within the term specified herein, the term of services rendering shall be extended proportionally to the period of existence of such circumstances.

12. Term and Termination

12.1. This Contract shall commence as at the date of its acceptance by the Client and remain in force for an indefinite period of time.

12.2. In case of the Client's violation of provisions of clause 4.3. hereof, the Agent is entitled to terminate this Contract unilaterally and without judicial procedures by submitting the relevant notification to the Client's email specified during his/her Registration. The remaining cash funds on the Client's Balance, if any, shall be debited to the Agent's benefit.

12.3. In case the Client makes a decision on termination of this Contract, as described in clause 4.4.3. above, the Agent shall refund to the Client the non-used part of the deposited payment.

13. Representations and Warranties

13.1. The Client represents and warrants that:

13.1.1. The Client enters into this Contract voluntarily, the Client (the Client's representative): a) is at least 16 years old, b) has fully read the Contract's terms and conditions, c) fully understands the subject of the Contract, d) fully understands the meaning and consequences of his/her actions regarding execution of this Contract.

13.1.2. The Client (the Client's representative) has specified reliable data including the personal data of the Client (the Client's representative) during his/her Registration as a user of eLama Service, and reliable data including the Client's personal data upon execution of the payment documents for the payment of the Agent's Services.

13.1.3. The use of eLama Service will be carried out exceptionally in accordance with the Contract's terms and conditions, all norms and requirements of the laws applicable in the country of the Client's registration (including, but not limited to, the law on advertising, competition, and intellectual property), and does not violate any rights of third parties or the Service Proprietor's rights.

13.1.4. The Client has provided the Service Proprietor with the consent to the processing, provision to third parties and entering of his/her personal data into the Client's Personal Area in eLama Service.

13.1.5. The Client has read and complies with the requirements, including to the placement of Advertising Materials onto Online Advertising Platforms.

13.2. The Agent represents and guarantees that:

13.2.1. The Agent has required all the rights and authorizations to fulfill the obligations under this Contract.

14. Miscellaneous

14.1. All relations between the Client and the Agent related to the subject matter hereof and not regulated by the terms hereof shall be firstly construed in accordance with rules specified by the Service Proprietor.

14.2. Governing Law. The Contract and its execution are regulated in accordance with the laws of England and Wales.

14.3. Settlement of Disputes. All disputes and disagreements arising out of this Contract shall be settled by the Parties by means of negotiations. Should the Parties fail to reach an agreement regarding such disputable issues, the disputes shall be resolved by the English court.

14.4. Severability. If any of the provisions of this Contract becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

14.5. Entire Contract and Changes. All attachments and appendices to, amendments of and additions to this Contract shall form an integral part of it. Should the Client continue using eLama Service after a new version of this Contract has been published on eLama branded websites, such a new version shall be deemed accepted by the Client.

15. Information About the Agent

WebFlow Retail Partner LP

57 Gardiner Street Lower,

Dublin 1, Ireland