

These Matagi Terms of Service (“**Terms**”) form a legally binding contract between Matagi OÜ (“**Matagi**”) and the customer (“**Client**”, “**you**” or “**your**”) who registers for, purchases access to, accesses, or uses Matagi Services.

By registering for, purchasing access to, accessing or using Matagi Services, you represent and warrant that you (i) have read, understood, and agree to be bound by these Terms and (ii) you have read and understood our Privacy Notice, which explains how we collect, use, and share your personal data.

If you are entering into these Terms on behalf of an entity, you represent and warrant that you have the authority to bind that entity, in which case “you”, “your” and “Client” refer to such entity.

These Terms incorporate by reference your Subscription, including the specific usage rights, functionality, number and type of Users, and associated fees, as determined by the selections you make on our Platform's pricing or sign-up page.

1. DEFINITIONS

“**Account**” means an online identity created by, or on behalf of, the Client within Matagi Services for accessing and using the services.

“**Admin**” means a User authorized by the Client to manage the Client's Account.

“**Additional Feature**” means a feature within Matagi Services that is subject to additional charges and conditions.

“**Client Data**” any information processed by the Client through Matagi Services. Client Data excludes Matagi Property.

“**Credentials**” means all usernames, passwords, and other access credentials created by, or on behalf of, the Client and each of its Users for using Matagi Services.

“**Fee**” means the prepaid subscription fees and any additional charges for using Matagi Services.

“**Feedback**” means any comment, bug report, feedback, suggestion or modification provided by a Client or a User regarding Matagi Services.

“**Free Trial**” means temporary and free access to Matagi Services for evaluation purposes.

“**Intellectual Property Rights**” means the worldwide legal rights or interests in any ideas, designs, architectures, concepts, methods, processes, techniques, apparatus, inventions, discoveries, improvements, technology, know-how, computer programs, databases, and works of authorship.

“**Matagi Data**” means the following: (i) data that Matagi provides to you in or through Matagi Services, (ii) non-personally identifiable data that results from Client's use of Matagi Services and (iii) aggregated or anonymized data created by Matagi as authorized by these Terms.

“**Matagi Property**” means the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, algorithms, models and all other elements of Matagi Services, including Matagi Data.

“**Matagi Services**” means the access that Matagi provides to Client to the Platform or API and the content, services and/or products, and functionality, including any Additional Feature, available on or through the Platform or API.

“**Subscription Term**” means the period between the date of purchase of the Subscription and the date of expiration of the Subscription during which the Client is permitted to use Matagi Services. Subscription Term includes the initial Subscription Term and all successive renewals.

“**Platform**” means Matagi's signup validation and lead-enrichment application.

“**Renewal Date**” means the date the Client's Subscription will automatically renew subject to earlier termination or cancellation as expressly permitted in these Terms.

“**Subscription**” means package of usage rights (number and type of Users) and functionality and associated fees, selected by Client for any Matagi Services all of which are set forth on the Platform.

“**User**” means an individual to whom the Client grants rights and privileges to use the Account.

2. SUBSCRIPTION

To use Matagi Services, the Client must first register an Account. Thereafter, the Client must select and pay for a Subscription that includes access to the Platform. Client may also purchase Additional Features. Client can increase its Subscription by purchasing an additional Subscription for additional entitlements (such as enrichment of more data, use by more Users). Matagi may also offer Matagi Services with limited functionality without a Subscription.

3. MATAGI SERVICES

3.1. Use of Matagi Services

Conditioned on your payment of applicable Fees and compliance with these Terms, Matagi grants you and your Users a term-limited, non-exclusive, revocable right to access and use Matagi Services during the Subscription Term, solely for your benefit as specified in your Subscription. Any action by a User to claim authority over, associate with, or modify an entity's digital representation within Matagi Services requires prior, verifiable authorization. Performing such actions without authorization constitutes a material breach of the Terms, empowering Matagi to revert the action, retain any Fees paid, and suspend the User's privileges without liability for any damages caused by the User's unauthorized conduct.

3.2. Modifications

Matagi reserves the right to modify Matagi Services or any part or element thereof from time to time without prior notice. Matagi shall not be liable to the Client for any modification, suspension or discontinuance of any element of Matagi Services.

3.3. Users; Credentials

The Client may authorize Users to access and use the Platform solely: (i) in accordance with the Client's Subscription; and (ii) for the benefit of the Client. The Client shall ensure its Users comply with these Terms and Client is responsible for all activities of its Users. Each User must have their own Credentials. Credentials may not be shared or used by multiple persons. Credentials may be reassigned to a new User replacing a former User who no longer uses Matagi Services. Matagi reserves the right to terminate or suspend any User's Credentials that Matagi reasonably determines may have been used by an unauthorized third party or in an unauthorized manner. Matagi will provide prompt electronic notice of any such termination, or suspension to the Client. The Client is responsible for maintaining the confidentiality of all Credentials and is solely responsible for all activities that occur with such Credentials. The Client must promptly notify Matagi of any actual or suspected, disclosure, loss or unauthorized use of any Credentials.

3.4. Subscription Term; Changing Subscription

The initial Subscription Term for each Subscription is set forth on the Platform, unless the Subscription Term is terminated in accordance with Section 13, each Subscription will automatically renew for successive renewal Subscription Terms.

Client may upgrade or downgrade a Subscription at any time by selecting a new Subscription. Subscription upgrades will be effective immediately after the Client's payment method has been successfully charged for the difference in price between the existing Subscription and the new Subscription for the remainder of the then-current Subscription Term. Subscription downgrades will be effective on the next Renewal Date. The Client's payment method will automatically be charged the Fee for the new Subscription. Downgrading your Subscription may result in the loss of features, functionality, capacity, and Client Data. No refunds or credits will be provided for downgrades made during an active Subscription Term.

3.5. Administration of Client's Account

Client acknowledges that it has administrative control over, and is responsible for, who it grants access to Matagi Services and Client Data. Client may specify, depending on the Subscription, one or more Users to be an Admin to manage its Account. Matagi is entitled to rely on communications from an Admin when servicing Client's Account. Client's Admin(s) may have the ability to access, monitor, use, and/or export Client Data as well as change User rights. Client will provide any information requested to confirm User identity. If the Client loses access to an Account or otherwise requests information about an Account, Matagi is under no obligation to provide access or information until: (i) Matagi has been provided all requested information regarding User identity and (ii) the Client and requesting User have signed an

indemnity regarding the access or information provided. Admin has control over who it grants access to an Additional Feature.

3.6. Support

Matagi shall provide support to the Client and its Users as set forth in the Client's Subscription.

3.7. Additional Feature

Matagi may, from time to time, make an Additional Feature available through Matagi Services. The Client's use of an Additional Feature is subject to the payment of applicable Fees and conditions as set forth on the Platform.

3.8. Free Trial

Upon expiration of a Free Trial, the Account will be deactivated. To prevent deactivation, or to reactivate the Account, the Client must select a Subscription and prepay the relevant Fee. If a Subscription is not selected and paid for within 2 weeks of the expiration of the Free Trial, Matagi may permanently delete the Account, including all Client Data.

4. RESTRICTIONS

Prohibited Activities

The Client and its Users may only use Matagi Services in accordance with these Terms and applicable law. The Client and any of its Users may not (and must not permit anyone else to): (i) copy, modify, or create derivatives of Matagi Property and Matagi Services, in whole or in part; (ii) decrypt, circumvent, bypass, breach, or disable any security or other technological features or measures of Matagi Services and Matagi Property; (iii) access or attempt to access or use Matagi Services for purposes of competitive analysis or the development, provision, or use of a competing software service or product; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Matagi Services to any party (other than a User as expressly permitted by these Terms); (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Matagi Property, in whole or in part; (vi) remove any proprietary notices from Matagi Services; (vii) perform any security or penetration testing of Matagi Services or Matagi Property; or (viii) use Matagi Services in any manner that is in violation of applicable law. However, where the Client has other rights under statute that make any portion of the foregoing contractual prohibition void, Client agrees to provide Matagi with reasonably detailed information regarding any intended disassembly or de-compilation. The Client may not access Matagi Services if the Client is or becomes a direct competitor of Matagi.

5. MATAGI'S RESPONSIBILITIES

5.1. Provision of Matagi Services

Matagi will use commercially reasonable efforts to make Matagi Services available to Client pursuant to these Terms 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Matagi will use reasonable efforts to give advance electronic notice), and (b) any unavailability arising from circumstances beyond Matagi's reasonable control, including force majeure, Internet service provider failure or delay or denial of service attack, passage of law or any action taken by a governmental or public authority.

5.2. Protection of Client Data

Matagi will maintain reasonable administrative, physical, and technical safeguards designed to maintain the security, confidentiality and integrity of Client Data. Those safeguards will include measures designed to prevent unauthorized access, use, modification or disclosure of Client Data. Additionally, Matagi shall only access, use, or modify Client Data: (i) to provide Matagi Services and prevent or address service or technical problems, (ii) as forced by law in accordance with Section 8.3 (Forced Disclosure) below, (iii) as permitted by these Terms, or (iv) as Client or User otherwise expressly permits in a form reproducible in writing.

6. FEES; PAYMENT

6.1. Fees; Taxes

Client will prepay all Fees specified for the selected Subscription and any Additional Features. Fees may be specified on the Platform, during the sign-up process, or in other notices from Matagi. Fees are due in advance upon the start of a Subscription Term and each Renewal Date. All Fees are non-refundable. For sake of clarity, there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, deactivated the Account, cancelled the Subscription or terminated these Terms during a Subscription Term, or where an Account is terminated or suspended by Matagi in accordance with these Terms. All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise on the Platform. Client is solely responsible for the payment of such taxes, levies or duties. Matagi reserves the right to modify the Fees for any Subscription or Additional Feature upon at least one month's prior notice to Client, provided that any such modification will not take effect until the next Renewal Date for existing Subscription Terms.

6.2. Payment

Client authorizes Matagi to automatically charge the Client the applicable Fees on the start of the Subscription Term, on each Renewal Date and upon order of an Additional Feature. If the Client wishes to change the Subscription, or cancel a Subscription or and Additional Feature, it must do so prior to the Renewal Date. Clients may cancel their Subscription anytime as outlined below, which cancellation will be effective as of the end of the then-current Subscription Term.

6.3. Payment Authorization

Matagi may seek pre-authorization of Client's payment card account prior to your purchase of Matagi Services in order to verify that the payment card is valid and has the necessary funds or credit available to cover any purchase. Client agrees to approve such card pre-authorization and authorizes Matagi to charge all Fees to such payment card account. Client agrees to provide Matagi with updated information regarding its payment card account upon Matagi's request and any time the information earlier provided is no longer valid.

6.4. Late Payment; Suspension

If Client does not pay all amounts when due: (i) those amounts may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; (ii) Client will reimburse Matagi for all costs reasonably incurred by Matagi in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) Matagi may immediately limit or suspend access to the Client's Account. Client has 1 month from due date to provide an authorized payment method to reactivate their Account, otherwise Matagi may permanently delete the Account, including all Client Data.

7. CLIENT DATA; PRIVACY

7.1. Rights to Client Data

Client retains all of Client's rights, title and interest in and to the Client Data.

Client represents, warrants and covenants that: (i) Client either owns its Client Data or has the necessary licenses, rights consents, and permissions to grant the rights and license set forth in these Terms, and (ii) the use of Client Data as part of Matagi Services, or Matagi's use of such Client Data pursuant to these Terms, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any Intellectual Property Right, privacy right, publicity right, or other rights of any person or entity; (b) violate any applicable law or regulation anywhere in the world; or (c) require Matagi to obtain a license from or pay any fees and/or royalties to any third party for the exercise of any rights granted in these Terms.

Client hereby grants Matagi a non-exclusive, term-limited, sublicensable, worldwide, royalty-free and fully paid license to reproduce, distribute and otherwise use and display the Client Data to provide Matagi Services. For clarification, to the extent permitted by applicable law, Matagi may use Client Data to support and develop features and functionality within Matagi Services and similar products and services.

Matagi may also analyze system activity data associated with use of Matagi Services by Client and its Users for the purposes of optimizing, improving or enhancing the way Matagi Services operate, and to create a new Additional Feature and functionality in connection with Matagi Services in the sole discretion

of Matagi. During or after the use of Matagi Services by Client, Matagi may, and Client hereby authorizes Matagi to, anonymize or aggregate Client Data and use such anonymized or aggregated data for any purpose.

7.2. Responsibility for Client Data

Client is solely responsible for Client Data, including the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data as well as the consequences of entering Client Data into Matagi Services. Client shall ensure that Client Data complies with these Terms.

7.3. Unlawful Client Data

If Matagi has a reason to believe that Client Data may not conform to the requirements of these Terms, or violates the rights of others, then Matagi may: (i) limit access to, or remove or delete, the relevant Client Data, or (ii) suspend Client's or any User's Account.

7.4. Privacy

Matagi's Privacy Notice is available at [insert webpage], which describes how (i) Matagi collects, receives, uses, stores, shares, transfers, and otherwise processes data in connection with Client's use of Matagi Services and (ii) Client's rights regarding its data.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information

"**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Confidential Information of Client includes Client Data; Confidential Information of Matagi includes Matagi Services and Matagi Property. Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (ii) except as otherwise authorized by the Disclosing Party in a form reproducible in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

8.3. Forced Disclosure

Matagi may disclose a Client's confidential information (including Client Data) if forced by law to do so. Matagi will use commercially reasonable efforts to provide Client with prior notice of the forced disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If Matagi is forced by law to disclose Client's confidential information as part of a civil proceeding to which Matagi is a party, and Client is not contesting the disclosure, Client will reimburse Matagi for its reasonable cost of compiling and providing secure access to that confidential information.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Matagi's Intellectual Property Rights

Matagi owns all Intellectual Property Rights associated with Matagi Property and Matagi trade names and trademarks. Matagi Property is protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Except as set forth in these Terms, Client's use of Matagi Services and Matagi Property, and any parts or elements, does not grant to Client any ownership right or intellectual property rights therein. Matagi reserves all rights not expressly granted to Client in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, or otherwise, to Client or any third party any Intellectual Property Rights or other right, title, or interest in or to Matagi Services, Platform, Matagi Property and Matagi trade names and trademarks.

9.2. Feedback

If a Client or a User provides Matagi with any Feedback, Matagi shall have the right to use such Feedback at its discretion, including the incorporation of such suggested changes into Matagi Services. Client and User hereby grant Matagi a perpetual, irrevocable, nonexclusive, assignable, sub-licensable, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use Feedback for any purpose.

10. DISCLAIMERS

MATAGI SERVICES AND MATAGI PROPERTY ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' AND MATAGI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MATAGI DOES NOT WARRANT THAT MATAGI SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, OR WILL MEET CLIENT'S BUSINESS, LEGAL, OR REGULATORY REQUIREMENTS, AND NO INFORMATION OBTAINED BY CLIENT FROM MATAGI OR THROUGH MATAGI SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

11. INDEMNIFICATION

Client Indemnification

Client will, at Client's expense, defend and/or settle any claim, proceeding brought by a third party against Matagi, and their respective board members and employees arising out of Client's (or any Client User's) use or misuse of Matagi Services, Matagi Property, representations made to Matagi and/or third parties, violation or breach of these Terms, violation of the rights of any other person or entity. Matagi reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Client is required to indemnify Matagi, and Client agrees to cooperate with such defense of these claims.

12. LIMITATION OF LIABILITY

12.1. No Liability

Matagi shall not be liable to the Client or User for any consequences resulting from:

1. any modifications in these Terms, modification of Matagi Services, Matagi Property, Account usage by Client or any part or element thereof, including, but not limited to, any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of Matagi Services or Matagi Property;
2. deletion of, corruption of, or failure to store any Client Data;
3. use of Client Data by Client or any Users associated with an Account;
4. use of output that Matagi provides in or through Matagi Services, which is generated from User provided input and processed by artificial intelligence and machine learning, by Client or any Users associated with the Account;
5. upgrading or downgrading of a current Subscription by Client;
6. any disclosure, loss or unauthorized use of the login credentials of Client or any User due to Client's failure to keep them confidential;

7. Client's use of the Account or Matagi Services by means of web browsers other than those accepted or supported by Matagi;
8. the application of any remedies against Client or Users by Matagi;
9. the differences between technologies and platforms used for access;
10. Matagi's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

Additionally, Matagi shall not be liable to the Client for any claim by any User, person, organization, or third person against the Client arising out of the Client's failure to:

1. provide Matagi with accurate information about the Client, Users or Account;
2. notify Matagi of any reasons due to which a User does not have the right to use the Account on behalf of the Client;
3. ensure the lawfulness of Client Data;
4. obtain the necessary rights to use Client Data; or
5. abide by any of the restrictions described in these Terms.

12.2. Maximum Liability

The total aggregate liability of Matagi arising out of or related to these Terms, Matagi Services or Additional Feature will in no event exceed the amounts paid or payable by Client for Matagi Services in the 12-month period preceding the initial claim giving rise to liability. This limitation of liability is an aggregate limit and will not be increased by the existence of more than one claim or incident giving rise to liability.

12.3. Exclusion of Damages

In no event will Matagi be liable for lost profits, lost sales or business, lost data, business interruption, loss of goodwill, costs of cover or replacement, or for any other type of indirect, incidental, special, exemplary, consequential, or punitive loss or damages, or for any other indirect loss or damages incurred by Client in connection with these Terms, Matagi Services or Additional Feature.

12.4. Scope of Limitations and Exclusions

The limitations of liability and exclusions of damages in Sections 12.2 and 12.3 shall apply: (i) to the fullest extent permitted under applicable law; (ii) to all claims in the aggregate arising under or relating to these Terms or its subject matter; (iii) regardless of the circumstances or legal theory under which the claim arises (whether contract, tort (noncontractual), negligence, or otherwise); (iv) regardless of whether Matagi has been advised of the possibility of or could have foreseen such damages; and (v) regardless of if the remedies available under these Terms fail of their essential purpose. If applicable law does not allow certain limitations or exclusions of warranties or liability set forth in these Terms, then Matagi's liability shall be limited to the greatest extent permitted under applicable law.

13. TERMINATION; SUSPENSION

13.1. Ordinary Termination

These Terms and Client's access to Matagi Services may be terminated as follows:

1. by Client at any time by clicking the cancellation link on the Platform;
2. by Matagi effective upon the next Renewal Date; or
3. immediately by either party, if the other party ceases its business operations or becomes subject of liquidation or insolvency proceedings.

13.2. Extraordinary Termination

These Terms and Client's access to Matagi Services may be terminated extraordinarily with a notice in a form reproducible in writing to the other party:

1. by either party if the other party breaches these Terms and does not cure the breach within 30 days of receipt of a notice specifying the breach in reasonable detail;
2. immediately by Matagi, if Client breaches its obligations under Sections 4 "Restrictions", 7 "Client Data; Privacy", 9 "Intellectual Property Rights" or 11 "Indemnification"; or
3. immediately by Matagi, if (i) Client's use of Matagi Services is suspected, in the sole discretion of Matagi, of illegal activity, (ii) request is made by law enforcement, judicial order or other

government agency, or (iii) Client's use of Matagi Services endangers the property of others, the website or the Platform or API.

13.3. Effect of Termination

Upon termination of these Terms any reason whatsoever:

1. Matagi shall deactivate and permanently delete the Account and all Client Data in Matagi Services within 6 months from the effective date of termination of these Terms and/or Client's access to Matagi Services. If the Client specifically requests an earlier deletion of the Account and Client Data, Matagi shall fulfill the request within 1 month of its receipt.
2. Client shall immediately:
 - stop using and prevent further usage of Matagi Services;
 - pay any amounts owed to Matagi under these Terms; and
 - settle any liability incurred by the Client under these Terms prior to the termination.
3. The following provisions shall survive: Sections 1, 4, 6, 7-12, 14 and 15.

13.4. Suspension

Matagi has the right to suspend access to all or any part of Matagi Services or an Account, including removing content, at any time, with or without notice, and for any period of time, if Matagi determines that: (i) there is a threat or attack on any of Matagi Services; (ii) Client's or any User's use of Matagi Services disrupts or poses a security risk to Matagi Services or to any other customer; (iii) Client or any User, is using Matagi Services for fraudulent or illegal activities; (iv) Client has ceased its business operations or become the subject of liquidation or insolvency proceedings; (v) Matagi's provision of Matagi Services to Client or any User is prohibited by applicable law; (vi) Client is, or reasonably suspected by Matagi to be, in breach of these Terms; (vii) Client's or its Users use of Matagi Services to be excessive in relation to other Matagi Services users, or in accordance with Section 6.4 (collectively the "**Suspension**"). Unless prohibited by law or legal process or to prevent imminent harm to Matagi Services or any third party, Matagi typically provides electronic notice of a Suspension. Matagi will, in its discretion and using good faith, tailor any suspension as needed to preserve the integrity, operability, and security of Matagi Services. Matagi shall have no obligation to provide Client with any credit or refund of prepaid Fees due to suspension in accordance with these Terms. Matagi will have no liability for any damage, liabilities, losses, or any other consequences that Client or any User may incur as a result of a Suspension and shall have no obligation to refund any Fees in connection with a Suspension.

14. GOVERNING LAW; JURISDICTION

14.1. Governing Law

These Terms shall be governed by the laws of Estonia without giving effect to any principles of conflicts of law.

14.2. Jurisdiction

In the event of a dispute, controversy or claim arising out of or in relation to these Terms and the Subscription to or use of Matagi Services, the parties shall attempt to solve the matter amicably in mutual negotiations. In the event a mutually acceptable resolution cannot be reached within a reasonable time, either party will be entitled to seek all available remedies. Should an amicable settlement between parties not be possible, the dispute shall be finally solved exclusively by the courts of Estonia (Harju County Court as the court of first instance).

15. GENERAL

15.1. Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between Client and Matagi, and Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

15.2. Severability

If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to effect

the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

15.3. Entire Agreement

These Terms, including the additional terms incorporated herein by reference, are the entire agreement between Client and Matagi regarding Client's use of Matagi Services, Matagi Property and the Platform and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. As used in these Terms, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Matagi's remedies specified in these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available to Matagi at law.

15.4. Amendments

Matagi reserves the right, in its sole discretion, to amend the Terms from time to time. Notification of such amendments may be posted on or through the Platform or Matagi Services via electronic notice. Amendments to these Terms will take effect at the earlier of (i) the first Renewal Date following posting, or (ii) 30 days after notice ("**Effective Date**"). If Client does not wish to be bound by the amendments, then Client must cancel prior to the Effective Date in accordance with Section 13 above. Continued use of Matagi Services constitutes your acceptance of the amended Terms.

15.5. Assignment

Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without Matagi's prior consent in a form reproducible in writing. Any attempted assignment, transfer or delegation without such prior consent will be void and unenforceable. Notwithstanding the foregoing, the Client may assign these Terms without consent upon prior notice in a form reproducible in writing to Matagi: (i) to any credit-worthy entity controlled by, or under common control with the Client that assumes all of Client's obligations under these Terms; or (ii) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of the Client provided the surviving entity is credit worthy and assumes all of Client's obligations under these Terms. The notice of assignment must include the name and payment card account information of the assignee. Matagi may freely assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without restriction.

15.6. No Waiver

No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise expressly set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.7. Notices

Except as otherwise specified in the Terms, all notices related to the Terms from Client to Matagi will be in writing and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii) the following day of sending by email. Notices to Client will be addressed to the Admin or will be provided using electronic notices within the Platform.