

# Terms and Conditions of Platform Use

## 1. TERMS

1.1. **Agreement** - An accepted contract between the "Originate Digital" (hereinafter "Platform" ) and the Platform User, consisting of the Platform User's application and these Terms and Conditions of Platform Use.

1.2. **Platform** - The web portal "ordigital.io" accessible online, operated in accordance with the Platform Use Agreement by the Platform Operator and providing Platform services.

1.3. **Platform Operator** – a legal entity providing marketing services to Platform Users based on this Agreement. Platform Operator receives payment from Platform Users for the purchase and receipt of advertising services and provides the technical solution for the payment of these services to the Advertising Service Provider.

1.4. **Platform Services** – The Platform enables the purchase and receipt of advertising services from the Advertising Service Provider through the solutions offered by the Platform.

1.5. **Platform Use Agreement** – An agreement between the Platform Operator and the Platform User for the receipt of Platform services under the terms contained in the Platform Use Agreement.

1.6. **Platform User/Service Recipient** – A person/legal entity who has entered into a Platform Use Agreement and, using their Platform account, uses Platform services. Access to the Platform User's account is provided through the Platform User's personal Platform User account.

1.7. **Platform User Accessible Service Scope** – The scope of services available to the Platform User is defined in the Service Agreement and may include the purchase and receipt of advertising services from the Advertising Service Provider.

1.8. **Platform User Account** – The Platform User account on the Platform, which the respective person accesses using their Platform Username (email) and the access password chosen by the User. The Platform User account allows access to the Platform account and the use of Platform services.

1.9. **Service Agreement** – An agreement concluded between the Platform User and the Advertising Service Provider for the receipt of advertising services.

1.10. **Advertising Service Provider** – Google.com, Facebook.com, or other websites chosen by the Platform User.

1.11. **Advertising Services** – Services provided by the Advertising Service Provider to the Service Recipient based on the Service Agreement between the Platform User and Advertising Service Provider.

1.12. **Solution** - A tool provided by the Platform to the Platform User, enabling the receipt of advertising services from the Advertising Service Provider. The Solution is a third-party offering, and

therefore, the Platform is not responsible for the Solution but only facilitates its provision to the Platform User and maintains a record of funds in the Solution.

## **2. SUBJECT OF THE AGREEMENT**

2.1 The Platform User is initiated to use the Platform and Solutions solely for the purpose of receiving Platform services and making payment for the purchase and receipt of advertising services from the Advertising Service Provider.

2.2. The Platform Operator provides technical solutions, namely the Platform and the website, for receiving Platform services. The Platform Operator assumes no responsibility for the received advertising services, including but not limited to their availability, quality, and compliance with consumer protection laws.

2.3. The Platform Operator is not responsible for the compliance of the advertising services provided by the Advertising Service Provider with legal requirements. If the Service Recipient wishes to exercise withdrawal rights or other rights provided in legal acts, they must address the respective advertising service provider in accordance with the procedure prescribed by the legal acts.

## **3. CONCLUSION OF THE PLATFORM USE AGREEMENT**

3.1. To use Platform services, the Platform User must submit an application to the Platform Service Provider online and accept these Terms and Conditions of Platform Use. Submitting an application does not mean that a contract has been concluded with the Platform but only that the Platform User has made an offer to enter into a contract with the Platform.

3.2. To use third-party services, the Platform User must conclude a separate agreement with the respective third party, and the general terms of service of these third persons shall apply. The agreement on the general terms of service is concluded only between the Platform User and the third party (not with the Platform). When concluding an agreement, the Platform does not represent the third party, nor does it provide third-party services; thus, the Platform assumes no obligations towards Platform Users.

3.3. If the Platform User wishes to use third-party services, they must select an option on the Platform that allows them to receive third-party services. In this process, the Platform is not considered an intermediary between the third party and the Platform User but only facilitates the exchange of the Platform User's and the third party's intentions. Payments for third-party services are made in accordance with the agreement concluded between the Platform User and the third party without using Platform services. Under no circumstances is the Platform responsible for the quality and availability of services provided by third parties.

## **4. REGISTRATION ON THE PLATFORM AND CREATION OF USER ACCOUNT**

4.1. After the Platform has accepted the Platform User's application for concluding the Agreement, a corresponding Platform User Account will be created on the Platform.

4.2. After registering the account and creating the account, the Platform User will be provided with the Solution.

4.3. The Solution is provided to the Platform User freely, without any restrictions or limitations on actions, and its initial conditional value is 0 (zero).

## **5. INITIATING PLATFORM USE AND SERVICE SCOPE**

5.1. The Platform User can initiate the use of the Platform only after receiving the Solution from the Platform.

5.2. The Platform User independently selects the required advertising services, supplements the Solution for payment, makes the payment, and receives the service.

5.3. The Platform provides the following ways to supplement the Solution:

5.3.1. The Platform User independently supplements the Solution.

5.3.2. The Solution is supplemented using one of the Solution supplement options offered by Platform partners. When selecting this method of supplementing the Solution, the Platform offers the Platform User the opportunity to select the Solution supplement option from one of the Platform partners.

5.4. In any case, the Platform User acknowledges that supplementing the Solution is an action to be independently carried out by the Platform User to ensure the receipt of advertising services.

5.5. Platform User recognizes that the Platform Operator reserves the right to suspend the availability of the solution due to technical or legal reasons without any due notification.

## **6. PAYMENT**

6.1. The Platform User can make payment for advertising services using the Solution. The Solution grants the right to make payment in the amount of funds deposited in the Solution.

6.2. The Platform Operator is in no way responsible for the success or failure of the operations made using 3<sup>rd</sup> party partners integrated into the Solution to provide the Platform User with the service.

## **7. ACCOUNTING**

7.1. The Platform maintains a record of funds in the Solution for the Platform User, taking into account the information available to the Platform about the Platform User, payments made to the Solution, payments for advertising services, and Platform commission fees.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

8.1. The Parties undertake to keep each other's technical and commercial information confidential, except for publicly available information acquired during the execution of the Agreement, and not to disclose it to third parties without written consent from the other Party or its legal representatives.

8.2. The Platform User acknowledges that the Platform processes the Customer's Personal Data for the purpose of providing services to the Platform User and fulfilling other obligations under the Agreement. The Parties ensure the security of Personal Data received during the execution of the Agreement. Personal Data is used only to the extent necessary for the execution of the Agreement. The aforementioned Personal Data may not be disclosed to third parties without the consent of the data subject, except as required by law or the Agreement.

8.3 The data storage period is 7 (seven) years (from the moment of the termination of the relationship between the Parties), unless the legislation requires a longer data storage period. After the expiration of the period of Personal Data processing, the Party shall securely destroy the Personal Data in its possession.

8.4. The Platform has the right to transmit all collected significant information about the Platform User and their activity to other law enforcement institutions, state authorities (State Tax Inspectorate, Data Protection Inspectorate, etc.), and other financial institutions if such a duty is mandated by the legislation, and in order to verify whether this Agreement and relevant legislation have not been or will not be violated. The Platform User explicitly consents to the Platform processing the data of the Platform User, including collecting, storing, registering, transferring, transmitting, etc., and transferring and receiving Platform User data and other information from third parties, databases, accounting systems, and transferring data to other Platform affiliated companies or data processors.

8.5. The Platform User grants the Platform the right to take necessary measures, including but not limited to, submitting requests to third parties directly or via third parties in order to verify the identity of the Platform User and the accuracy of other data submitted by the Platform User.

8.6. The Platform emphasizes that, in all cases, it operates solely as a service provider for the Platform User and does not provide or offer any services to third parties.

8.7. The Platform has the right to record telephone conversations with the Platform User. The Parties agree that telephone conversations and messages transferred via mail, email, and other telecommunication instruments may be considered as evidence when settling disputes between the Parties. By agreeing to this Agreement, the Platform User confirms their understanding and consent to the recording of any telephone conversations with the Platform User or their Representatives by the Platform. The Platform stores records of telephone conversations and other correspondence for its own purposes and does not provide them to the Platform User.

8.8. The Platform User agrees that their Wallet number and Personal Data required for Payment Transactions may be detected and displayed to another Platform User who intends to make a Payment to the Platform User if another Platform User enters a confirmed identifier of the Platform

User (Wallet number, email address).

8.9. The Platform User agrees that the Platform will transfer the Personal Data of the Platform User to persons directly related to the provision of the Services.

## **9. Compliance and Legal Obligations**

9.1. The Parties hereby represent and warrant that they are not listed on a sanctions or restricted party list maintained by any government authority or international organization, and they shall promptly inform each other if they become so listed during the term of this Agreement.

9.2. Both Parties shall adhere to all applicable laws, regulations, and standards governing the irrespective activities in connection with this Agreement. This includes, but is not limited to, laws and regulations related to marketing, data protection, consumer protection, and any other relevant legal requirements in force.

9.3. Each Party affirms that the information provided to the other Party, whether it be in the form of marketing materials, data, reports, or any other information, is accurate, complete, and truthful to the best of their knowledge and belief.

9.4. Both Parties explicitly acknowledge and agree that they will not engage in or facilitate any activities related to money laundering, terrorism financing, or the proliferation. This includes but is not limited to the provision of funds, assets, or any support to individuals, entities, or activities involved in such unlawful or prohibited actions. Both Parties shall maintain robust compliance measures to prevent any such involvement.

9.5. In the event that either Party is found to be in violation of any of the above clauses, the other Party reserves the right to terminate this Agreement immediately, without prejudice to any other rights and remedies available under applicable law.

## **10. FORCE MAJEURE**

10.1 The Parties are exempt from the performance of obligations under the Agreement if it becomes impossible due to the occurrence of force majeure circumstances. Force majeure circumstances are understood to be conditions that meet all of the following criteria – they affect the performance of the Agreement, they have arisen during the term of the Agreement, the Parties are not responsible for their occurrence, the Parties could not have foreseen them when concluding the Agreement, the Parties cannot prevent or avoid them, including but not limited to, electrical and communication disruptions, or the unavailability or restricted availability of services provided by third parties, if this affects the performance of the Agreement.

10.2. The Party referring to force majeure circumstances regarding the impossibility or delay in the performance of the Agreement shall immediately, as soon as such notification becomes possible, notify the other Parties in writing and take all reasonable and possible measures to eliminate these circumstances and mitigate their consequences.

## **11. OTHER TERMS**

11.1. By signing this Agreement, each Party certifies that it is legally and duly authorized to enter into this Agreement and undertake the obligations therein. Each Party has obtained all necessary approvals and consents, if required, for the conclusion of this Agreement and the execution of this Agreement, neither breaches nor may breach any other agreement entered into by the Party.

11.2. By signing this Agreement, each Party acknowledges that, to ensure the proper execution of this Agreement, it is not necessary to obtain the consent and/or approval of any third party unless explicitly provided for in this Agreement.

11.3. This Agreement is prepared and interpreted in accordance with the laws of the Republic of Hong Kong.

11.4. Any dispute, disagreement, or claim arising from this Agreement or related to its termination or non-performance shall be resolved in the courts of Hong Kong upon mutual agreement.

11.5. In the event that either Party causes losses to the other Party, the liable Party is obliged to compensate for the aforementioned losses. The Platform Operator is only liable for direct losses. The maximum amount of Platform Operator liability is the amount of Service fees received from the Platform user for the period of the last three months before such liability arises.

11.6. Any notifications information be provided under this Agreement shall be provided writing to and from the email address of the Platform Provider or from the email address left by the Platform User in the Platform User's application. A notification or information sent by email shall be deemed received on the second business day after dispatch.

11.7. The Platform has the right to unilaterally amend the terms of this Platform User Agreement by notifying the Platform User before such changes take effect. Changes to the Platform User Agreement come into effect on the eleventh day after their notification to the Platform User. The Platform User has the right to reject the amendments to the Platform User Agreement no later than ten days after the Platform's notification, informing the Platform. In such case, the Platform User Agreement is terminated, and the Platform User's account on the Platform is closed.

11.8. The Platform reserves the right to terminate this Agreement at its discretion by delivering written notice to the Platform User should the Platform User be found in material breach of any provisions of this Agreement or if any representation or warranty provided by either party is rendered void.

11.9. The Platform User has the right to terminate this Agreement at their discretion by providing written notice to the Platform with at least 30 days prior notice.

## **12. COOKIES**

12.1. The Platform uses cookies to enhance the Platform User's browsing experience. Cookies are small data files sent by a website's server to the Platform User's web browser, which are then

stored on their device. They help the Platform improve its functionality and provide Platform users with a more personalized experience.

## 12.2. Types of Cookies:

12.2.1. Necessary Cookies: These are essential for the Platform to function properly. They do not store personal data.

12.2.2. Functional Cookies: These cookies allow Platform to remember Platforms user's preferences and choices, enhancing your user experience.

12.2.3. Analytical Cookies: The platform uses these cookies, collects anonymous data about how Platform users use our Platform, helping the Platform improve it.

## 12.3. Cookie Control:

12.3.1. By continuing to use Platform, the Platform user consents to the use of cookies as described in this clause.