

Terms and Conditions

June, 2021

This Terms and Conditions Agreement (“Agreement”) sets out the legal agreement between you or the entity you represent and its directors, employees, contractors, agents and assigns, (the “Client” or “you”, “your”) and Pentview (“Company”), registered at Ukraine, Kyiv, Ryzka St, 43.

By accessing the website, clicking on “Get Demo”, “Try it now”, “Get it now”, “Try for free”, the Client acknowledges that the Client has read, understands, and agrees to be bound by the terms of this Agreement. Notwithstanding the foregoing, Client’s use of the Service shall bind them and any employees, agents or subcontractors who access the service to the terms and conditions of this Agreement.

If Client does not agree with any of the terms or conditions of this Agreement, Client is not authorised to use the Service for any purpose whatsoever and must discontinue any and all use.

Definitions

“Account Data” means data about the Client and its employees, contractors and agents relating to the relationship between the Company and the Client including contact information, payment information, Service support information, Client Feedback and Client Usage Data.

"Client Data" means the data inputted into the Service for the purposes of use of the Service by the Client including all data relating to Client’s Customers whether inputted directly by the Client or sourced from Client’s third party marketplaces and accounts linked to the Service.

"Confidential Information" means this Agreement and any and all information (whether oral, electronic or written) obtained by one party from the other pursuant to this Agreement which is expressly marked as confidential or which is manifestly confidential or designated by the disclosing party as confidential or which is confirmed in writing to be confidential within seven days of its disclosure and either party's trade secrets, confidential business information, technical information or know-how, whether or not expressly marked or designated or manifestly confidential or confirmed in writing to be confidential within seven days of its disclosure.

“Customer” means a customer of the Client.

"Intellectual Property or IP Rights" means patents, trademarks, service marks, design rights and database rights (whether capable of registration or otherwise), applications for any of the foregoing, copyright (including copyright in source code, object code, procedures

manuals and related documentation), know-how, trade or business names, domain names and other similar rights or obligations, whether capable of registration or not in any country (including but not limited to Ukraine).

"Service" means the software service to be provided by the Company to the Client.

Licence

In consideration of the payment of the Fees by the Client, Company agrees to provide a limited, non-exclusive, non-transferrable and royalty-free licence to the Client for the use of the Service and the provision of any other ancillary Services pursuant to this Agreement for the agreed Term.

Term

This Agreement is effective from the Client's registration date and shall remain in full force and effect indefinitely unless and until either party terminates the Agreement.

The Client can cancel the service at any time subject to a minimum of fourteen (14) days' written notice. If written notice to cancel is provided fourteen (14) days in advance of the next billing date, Client's account will be cancelled at the end of the then relevant period and Client will not be charged Fees again. If notice is provided within 14 days of the next billing date, Client will be billed at the next billing date and the Client's Service will continue until the end of the following billing period. The Client will not receive a refund for any Fees already paid to the Company. Written notice can be provided via email to hello@pentview.com.

Company can, in its sole and absolute discretion, terminate this Agreement at any time.

Description of the Service

The functionality of the Service varies depending on the Product and the subscription level you have chosen for each Product. Please refer to pentview.com for information on the features of your chosen Product. In the event of any significant changes to the functionality of your service or change to the terms and conditions of this Agreement, you will be informed via email or through an in-Product alert to the changes in the specification or the revised terms and conditions. Client's continued use of the Service shall, in itself, constitute acceptance of any change.

Free Trial Period (Demo)

Upon confirmation of your registration with the Service, you may be provided with a free trial period to use the Service on a non-exclusive, non-transferable and royalty-free basis in accordance with all the terms of this Agreement with the exception of the payment of Fees during this period ("Free Trial Period"). The Free Trial Period may be extended by the Company in its sole and absolute discretion.

In the event that you wish to continue to use the Service after the expiration of the Free Trial Period, you must (prior to the end of the Free Trial Period); (a) have correctly completed all the information relating to payment of the Fees in the payment section of the Service; (b) have provided valid credit card details for payment of the Fees; (c) have chosen a subscription to sign up to for use of the Service; and (d) paid the correct amount owed for activating your subscription to the Service.

Fees & Invoicing

The Service is billed in advance every thirty (30) days. Company will automatically charge your nominated credit card and you hereby authorize Company to deduct such payments in advance with the prevailing rate of the Service at the time of registration ("Fees").

Company reserves the right to amend its pricing structure at any time, however, any change to the amount to be charged to your card on a recurring basis excluding Discounts will be communicated to you in advance. From time to time, the Company may offer certain discounts, promotional codes or other offers ("Discounts"). All such Discounts are provided at the sole and absolute discretion of Company and such Discounts may be amended or supplemented at any time and without notice to Client, even where such amendments would change the recurring fee charged to Client's credit card.

When you upgrade your Service subscription in a particular period, an additional fee will be charged on a prorated basis for the additional services, and thereafter you will be charged the full service fee on a recurring basis. **IF YOU DOWNGRADE OR CANCEL YOUR SERVICE, NO REFUNDS ARE ISSUED INCLUDING ANY ADVANCE PAYMENTS.**

It is Client's responsibility to ensure that the registered credit card has sufficient funds to allow the Fees charge to be processed and it is the responsibility of Client to ensure valid and up to date credit card details are provided at all times. Failure to do so may result in a missed payment and any failure to pay the Fees may result in Company suspending Client's access to the Service. As soon as a payment is missed or there is an amount overdue on Client's account, Company shall be entitled to suspend or cancel Client access to the Service at any time and without notice.

Data and Privacy

Account Data

Account Data comprises different types of data which the Company uses in a number of different ways.

Where Account Data comprises personal data, Company collects that data as controller and our Privacy Policy explains in detail the personal data we collect, how we use that personal data, with whom we share personal data, how we maintain security of personal data and your rights in relation to the personal data we hold about you.

Company will only send you marketing information where it has a lawful basis to do so, including, if required, your consent. You have a right to opt out of marketing communications at any time by changing the settings in your user profile or by contacting the Company.

Account Data includes payment information. All payments made through the Service are processed by the Company's third party payment provider and its affiliates. On setting up payment details and periodically during the Term, our Payment Processor will use your Account Data to verify that you are who you say you are, to carry out fraud monitoring, prevention and detection activities and to monitor insights and patterns of payment transactions and other online signals to reduce the risk of fraud, money laundering and other harmful activity. Company will retain details such as your billing address, email, telephone number and partial credit card details including the expiry date, the last four digits of the card number and the name on the card. Company does not retain full card numbers or CVV codes. This information is retained solely for the purposes of customer and technical support.

Company collects data about how the Client [and on an anonymised basis Client's Customers] use the Service including activity logs for the purposes of provision of Service support and for Service optimization, performance and improvement. Client agrees to grant Company a non-exclusive, transferable, royalty-free, worldwide and fully paid-up license to use the Client Usage Data for the purposes of analysis and development, including IP development ("Company Development"). Any such Company Development shall be fully owned by Company and Client hereby agrees that it shall have no rights or claims whatsoever over Company Development and waives any and all rights and claims, including any moral rights, over the Company Development whether now known or hereafter devised.

Should Client provide any feedback, advice, comment, instruction or any other verbal or written communication directly or indirectly to Company about the Service ("Client Feedback"), Client hereby grants to Company a non-exclusive, transferable, royalty-free, worldwide and fully paid-up license in and to the Client Feedback.

Client Data

Client shall own all rights, title and interest in and to all of the Client Data and Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

If the Service Company processes personal data composed in Client Data, the parties agree and acknowledge that Client is the controller and Company is a processor of such personal data and that the provisions of the Data Protection Addendum apply to all such processing.

In the event of any loss or damage to Client Data within the Service, the Customer's sole and exclusive remedy shall be for Company to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data maintained by Company. Company shall not be responsible for any direct or indirect loss, destruction, alteration or disclosure of Client Data caused by any third party.

Ownership of Materials

Client acknowledges and agrees that Company and/or its licensors own all Intellectual Property Rights in the Service or which may arise out of the performance of the Service (including any Materials). Except as expressly stated otherwise, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or any related documentation. The Client further acknowledges that all rights, title and interest to the Service are owned by Company and that the Client's rights to use the Service are limited to those expressly set out in this Agreement.

The Client authorises Company to access, store, update, modify and otherwise deal with (as appropriate) any Client Data to enable it to properly perform any Service pursuant to this Agreement.

Client agrees that Company may publicly use Client's business or trading name and logo to identify you as our customer and that Company is providing a service to Client in promotional materials including but not limited to case studies, event materials, presentations, website, videos, tweets and any other media. You hereby grant to us a license to use the information as authorised by these terms, which you can revoke upon written notice to us. Upon any such revocation, we will cease use of your company's name, logo and images with the understanding that such may continue to exist on third-party websites that we do not control. We will not be responsible for versions that were printed prior to receiving notice revoking any such consent. Your company is solely responsible for defence and maintenance of its intellectual property.

Except as otherwise expressly provided herein, nothing in this Agreement grants to any party, any right and title or licence to the other party's Intellectual Property rights.

Upon termination of this Agreement, all rights granted under this Agreement, unless otherwise stated, shall automatically terminate and each party agrees to immediately cease using or displaying the Intellectual Property Rights of the other party.

Company's Obligations

Company will provide such instruction to enable Client to make use of the Service as Company reasonably considers appropriate. There is no obligation on Company to provide direct setup and any direct setup by Company will be done in its absolute discretion.

Company will take all reasonable steps to ensure that all Client Data under Company's control is kept secure in accordance with good industry practice.

Client's Obligations

Client shall be solely responsible for the configuration of the Service correctly according to guidelines supplied by the Company. Client shall also fully comply with all relevant terms and conditions on the third party marketplaces or accounts that Client links or associates with their Company account or Service.

Client will fully comply with all applicable laws and regulations when performing its obligations under this Agreement and obtain all third party consents, licences and rights reasonably required in order to allow Company to perform the Services.

Where the Client's own employees undertake work which impacts upon the performance of the Service, then the Client undertakes to use sufficiently qualified and competent employees to ensure that the Services are not adversely affected or delayed.

Should the Client fail to perform any of its obligations under this Agreement then Company will not be responsible for any delay, cost increase or other consequences arising from such failure, and the Client shall reimburse Company for any costs or expenses incurred by Company due to such failure. Company shall not be responsible for any matter arising from a lack of appropriate IT knowledge or experience on the part of any of the Client's employees.

If Client does not subscribe to the Service following expiry of the Free Trial Period or if Client's subscription is terminated for any reason, it is Client's responsibility to disconnect any marketplace accounts from the Service.

Support Services

Support Services are included in the Service; however, the level of the service shall be dictated by the Service chosen by Client. The prevailing Support Services for Client's relevant Service will be outlined on the relevant website.

Support Services can be in the form of email only or a combination of email, chat and telephone support. Services that do not include telephone or chat support means that Company reserves the right to refuse to handle your support issue or question via telephone or chat and you may be asked to submit the question via email. Company reserves the right where telephone and chat support is not included in the Service, to provide an answer to your support question via telephone or chat rather than via email.

Whilst Company will use reasonable endeavours to resolve any problems raised by Client as part of the Support Services, Company does not guarantee that it will successfully resolve such problems (in whole or in part).

The Client will (a) ensure that all reasonable steps are taken to ensure that the Service is operated in a proper manner by the Client's employees; (b) cooperate with Company in performing the Support Services and provide any assistance or information as may reasonably be required by Company, including in relation to the diagnosis of any faults; (c) report faults promptly to Company; and (d) communicate with Company in a reasonable and professional manner and refrain from sending or make vulgar, abusive or harassing statements or comments to any Company employee or representative.

Telephone Support Services may be monitored and or recorded and such recording may be used by the Company for training, quality and monitoring services.

Intellectual Property Rights

Client acknowledges that all IP Rights in the Service provided by Company throughout the world belong to Company, that rights in the Service are licensed and not sold to you, and that you have no rights in or to the Service other than the right to access and/or use it in accordance with the terms of this Agreement.

Client acknowledges that it has no right to have access to the Service in source code form or in unlocked coding. The integrity of the Service is protected by technical protection measures ("TPM") so that the IP Rights, including copyright, in the Service are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

Indemnity

The Client shall defend, indemnify and hold harmless Company against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the usage of the Service.

Except as expressly set out in this Agreement or as permitted by any local law, you undertake: (a) not to copy the Service; (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Service or any part thereof; (c) not to make alterations to, or modifications of, the whole or any part of the Service or any part of it to be combined with, or become incorporated in, any other programs; (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Service nor attempt to do any such things except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Service with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving interoperability of the Service with another software program; (ii) is not disclosed or communicated without Company's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and (iii) is not used to create any software which is substantially similar to the Service; (e) to supervise and control use of the Products provided by the Service and ensure that the Service is used by your employees and representatives in accordance with the terms of this Agreement; (f) to use the most current version of the Service, including upgrading to any updated or upgraded version or new release provided by Company under the terms of this Agreement immediately on receipt of such version or release; (g) not to provide, or otherwise make available, the Service offered by the Products in any form, in whole or in part to any person other than your employees without prior written consent from Company; (h) not to access all or any part of the Service in order to build a product or service which competes with the Service; and (i) not to attempt to obtain, or assist third parties in obtaining access to the Service other than as set out in this Agreement.

Client must permit Company and his representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Service is being used or accessed, and any records kept pursuant to this Agreement, for the purpose of ensuring that you are complying with the terms of this Agreement.

Client shall not access, store, distribute or transmit any viruses, worms, trojans or other material which may prevent, impair or otherwise adversely affect the operation of any software, hardware, equipment, network or telecommunications service, or any material during the course of your use of the Service which: (a) is unlawful, harmful, threatening, defamatory, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property, and Company reserves the right, without liability to you, to disable your access to any material that breaches this condition.

Limitation on Liability

The licensee uses this software and the Service at their own risk. To the fullest extent permitted by law, Company shall not be liable for any direct, indirect, consequential, incidental or special damage or loss of any kind including but not limited to, loss of profits, loss of business, loss of or corruption of data however caused.

Nothing in this Licence shall exclude or in any way limit either party's liability for death and personal injury resulting from negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.

Subject to the conditions contained herein, Company shall not be liable under or in connection with this Agreement for: (a) loss of income; (b) loss of business profits or contracts; (c) business interruption; (d) loss of the use of money or anticipated savings; (e) loss of information; (f) loss of opportunity, goodwill or reputation; (g) loss of, damage to or corruption of data; or (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Company's maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise (including any liability for the acts or omissions of its employees or agents), shall be limited to a sum equal to the total Fees paid to Company since Client's first registering for the Service or in the twelve (12) month period immediately preceding the date the cause of action arose.

Company does not warrant that the Service offered herein will not infringe third party intellectual property rights (whether such rights subsist in Ukraine or otherwise).

This Agreement sets out the full extent of the Company's obligations and liabilities in respect of the supply of the Service. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Company except as specifically stated in this Agreement. Any condition, warranty, representation, or other term concerning the supply of the Service offered by Company which might otherwise be implied into, or incorporated in, this Agreement or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

Client acknowledges that Client alone is responsible for the information and data Client holds, as well as that arising from the use of the Service and Client assumes sole responsibility for the security of such information. Client acknowledges that Client alone is responsible for forecasting and calculating any damage Client is liable to suffer in the event of any problem arising in the performance of the Service. As a consequence, Client acknowledges that it is Client's responsibility to insure its business against all risks which Client regards as appropriate having regard to Client's own individual circumstances and the terms of this Agreement.

Client acknowledges that all sales made by Client as a result of using the Service, whether directly or indirectly, are made between Client and the buyer directly, and Company accepts

no responsibility for and is not a contractual party to the same. Client undertakes to abide by all legislative and regulatory provisions, including without limitation, all consumer protection, distance selling regulations and tax and indirect tax compliance.

Client acknowledges and agrees that Company shall have no liability in the event that any third party operator makes changes to their service or their API for which render the Services or part of the Service offered obsolete or prevent access to the third party platform or service. Company shall have no liability for any decisions or actions of the third party platform operator or their consequences, whether they arise with or without warning and irrespective of the consequences.

Company is not liable for: (a) the integrity, completeness, precision, accuracy or updating of information or data provided by the Service which is dependent upon third parties; or (b) information uploaded by Client to the Service or to third party services.

In the event of breach of, or failure to comply with, the terms of use or access of a third party marketplace platform, or due to general issues of seller performance (including, without limitation, feedback ratings) the marketplace operator may (at their discretion) terminate your access to and use of their marketplace (on either a temporary or permanent basis). Company accepts no liability for any such termination whether caused by use of the Service or otherwise.

Company shall use commercially reasonable endeavours to make the Service available twenty four (24) hours a day, seven (7) days a week, except for: (a) planned maintenance; or (b) unscheduled maintenance. Company does not accept any liability for any unavailability of the Service due to events outside of its control, including without limitation, network failures.

Force Majeure

Neither party shall be liable to the other by reason of any failure in performance of this Agreement if the failure arises from an event outside of its reasonable control ("Force Majeure"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; and (f) the acts, decrees, legislation, regulations or restrictions of any government.

Confidentiality

Company reserves the right to inform its employees, temporary workers or subcontractors of any Confidential Information relating to Client or Client's business if such communication is necessary or desirable for Company's performance of its obligations arising from this Agreement, it being understood that Company will bring the confidential nature of this aforementioned information to such persons.

General

Client may not transfer or assign any or all of Client's rights or obligations under this Agreement.

If Company fails, at any time during the term of this Agreement, to insist on strict performance of any of Client's obligations under this Agreement, or if Company fails to exercise any of the rights or remedies to which it is entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve Client from compliance with such obligations. A waiver by Company of any default shall not constitute a waiver of any subsequent default. No waiver by Company of any provision of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

This Agreement and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Service and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into this Agreement, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Agreement except as expressly stated in this Agreement.

Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Agreement.

This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ukraine. Any dispute arising from, or related to, any element of this Agreement shall be subject to the exclusive jurisdiction of the courts of Ukraine. You agree that any legal proceedings brought by you against Company arising out of or in connection with this Agreement may only be

brought by you in the courts of Ukraine. If you reside in any other jurisdiction, proceedings may be brought by the Company there instead.

Contact

To obtain information about the Company, this Agreement or any Company-related matters, the Client can write an official letter to hello@pentview.com.