

Terms And Conditions (User agreement)

Last Updated: July 5, 2024

I. General Provisions

These Terms and Conditions (hereinafter also referred to as the "**Terms**") constitute a legally binding agreement governing the use of the MVP Project platform between you (hereinafter referred to as the "**User**", "**you**", or "**your**") and SFB LLC, a legal entity registered under the laws of St. Vincent and the Grenadines (company number: 3673 LLC 2024, located at Euro House, Richmond Hill Rd, Kingstown, St. Vincent and the Grenadines) (referred to as "**MVP Project**", "**us**", "**our**", or "**we**") (collectively referred to as the "**Parties**").

MVP Project – The Platform (hereinafter also referred to as the "**Platform**"), which represents a complex of services for the optimization and management of advertising campaigns across various communication channels to efficiently process traffic and enhance conversions. The Platform includes tools for analytics, tracking subscribers, and measuring campaign effectiveness, as well as message distribution via bots and a CRM system for client management. Access to the Platform is facilitated through various information and telecommunication systems (such as the MVP Project website and its subdomains and/or other graphical interfaces, mobile applications (iOS, Android), API, modules for social networks, as well as other web resources and any other systems that we may prescribe from time to time).

These Terms are directed to an indefinite number of persons and constitute a public offer. By accessing or using our Platform, you acknowledge that you have read, understood, and agree to be bound by all provisions set forth in these Terms. If you do not agree with any part of these Terms, you must refrain from accessing or using the Platform and its functionalities.

We reserve the right to amend these Terms at any time and at our sole discretion without prior notice. Such amendments become effective immediately upon their publication on the Platform. You are responsible for regularly reviewing the most current version of these Terms and their appendices. Failure to review and familiarize yourself with any changes does not exempt you from being bound by such amendments. Your continued use of the Platform constitutes acceptance of any revised Terms.

Acceptance of these Terms constitutes acceptance of the Personal Data Processing Policy, available at the link <https://mvpproject.io/policy/> (hereinafter also referred to as the "Privacy Policy").

II. Definitions and Interpretations

- (a) To avoid ambiguity and other misunderstandings in the interpretation of the text of these Terms, the Parties have agreed that the following terms shall have the meanings defined below:
- i. **Account** – the secure section of the Platform accessible to Users upon registration, enabling interaction and use of Platform functionalities. Access to the Account is granted through a unique login and password.
 - ii. **Account Balance** – a system for tracking expenses available in the User Account. The Account Balance is not considered a bank account or any other type of financial account, nor does it store any fiat currency. It serves solely as an informational tool regarding transactions under these Terms. The Account Balance reflects the deduction of service fees and is used exclusively for paying for services on the Platform.
 - iii. **Content** – Refers to any informational materials, data, or messages distributed or processed through the Platform to enhance advertising campaigns' efficiency and conversions. This includes analytics reports, subscriber data, campaign metrics, advertising materials, messages and client communications managed via the CRM system, text, images, videos, audio recordings, interactive materials, as well as other formats created for communication or information transmission purposes, and any other information or media shared through the Platform.
 - iv. **Login and Password** – a unique set of characters created by you during Registration, intended for access to the User Account.
 - v. **Registration** – actions performed on the Platform, aimed at creating an Account, choosing a login and password, as well as providing basic information about you, your products/services, etc., for the purpose of further use of the Platform under the terms and conditions of these Terms.
 - vi. **Terms** – these Terms, including all annexes and rules specified in these Terms or expressly referred to as annexes to these Terms.
 - vii. **User** – refers to you, an individual or legal entity accepted by us as a client, to whom access to the Platform is provided in accordance with these Terms. For the purposes of these Terms, a User also includes a person who has not undergone the registration process but to a permissible extent accesses the Platform and/or uses it.

In cases where terms not defined herein are used in these Terms, such terms shall be interpreted based on the context provided within these Terms. If a term remains unclear, interpretation shall follow: primarily – in accordance with the legislation of the Saint Vincent and the Grenadines, secondarily – based on the content of the Platform, and then – by the established (commonly used) meaning on the Internet.

- (b) Except where the context requires otherwise, these Terms will be interpreted as follows:
- i. Headings are for convenience only and shall not affect the construction or interpretation of any provision of the Terms.
 - ii. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
 - iii. Words importing the singular shall include the plural and vice versa.
 - iv. All gender-specific words shall be deemed to include each of the genders.
 - v. The ejusdem generis (of the same kind) rule will not apply to the interpretation of the Terms; accordingly, “include” and “including” will be read without limitation.
 - vi. A reference to any document (including the Terms) is to that document as amended, consolidated, supplemented, novated, or replaced from time to time in terms thereof.
 - vii. References to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

III. Registration and Use of the Account

- (a) **Account Registration:** To gain full access to the Platform, an account must be established with a unique username and password. Accurate and up-to-date information must be provided during the registration process, and you agree to update this information as necessary to ensure its continued accuracy.

To complete the registration process on the Platform, you must meet the following criteria:

- i. You or your authorized representative possess the requisite legal capacity, capability, rights, and authorities necessary to enter into and fulfill these Terms in accordance with their provisions.
 - ii. You have established an Account by following the instructions outlined on the Platform’s registration page and have provided us with all requested information.
 - iii. If you act on behalf of a legal entity, your company must be properly registered in accordance with the laws of the country in which it operates. The company must be in good financial standing and not be undergoing liquidation, reorganization, or bankruptcy proceedings.
 - iv. You or your company are not residents of countries or territories where we do not provide our services.
- (b) **Username Selection:** Usernames must not misrepresent your identity, be offensive, derogatory, inappropriate, or infringe upon the rights of any third party. We reserve the right to reject or revoke any username that violates these Terms or is deemed inappropriate.

- (c) **Age Restriction:** You must not permit any individual under the age of 18, or under the legal age of majority in your jurisdiction, to use your credentials to access the Platform. Violation of this provision may result in the immediate revocation of your access rights without prior notice. Promptly notify us if you suspect unauthorized use of your credentials, providing all pertinent details. We may require enhanced security protocols for future access.
- (d) **KYC Verification:** To verify your identity and ensure the safety and integrity of the Platform and its users, we may require certain personally identifiable documents, including but not limited to a passport, national ID card, driver's license, selfie with a clearly visible face, and other relevant documents. By providing this information, you confirm its completeness, accuracy, and truthfulness. The requested information will depend on your status (individual or legal entity), nature of activity, location, and other necessary data for the provision of services. By providing these documents, you consent to our use of this information exclusively for verification purposes. Failure to comply may result in restricted access or termination of your Account.

To confirm your identity, we may use various authentication and identification methods. However, we cannot guarantee the complete security, adequacy, and effectiveness of these technologies, services, or identification measures to prevent unauthorized access to or use of the Platform.

You consent to us and our affiliates making requests, directly or through third parties as necessary, to verify your identity or protect both you and us from criminal activities such as fraud. We reserve the right to take necessary action based on the results of these requests. In connection with this, you may be required to provide the requested information and documentation twice.

You acknowledge and agree that your personal information may be disclosed to identity verification and fraud prevention agencies, which may provide full responses to our requests if necessary. We reserve the right to request information and documents related to your identification from any institution where you have been identified as a client or have business relations.

- (e) **Third party prohibition:** By registering on the Platform as an individual, you confirm that you will use your account exclusively for yourself and not on behalf of third parties.
- (f) **Corporate Account Access:** Our Platform provides access to corporate Accounts for third parties only under certain conditions: the third party must be authorized by you and approved by our compliance department. By submitting an authorization request for a third party, you warrant that your representative has the authority to:
 - (i) Access the Platform and use it on your behalf.
 - (ii) Accept any changes to these Terms on your behalf.

You must ensure that each authorized representative acting on your behalf is informed about these Terms, accepts it, and complies with it.

We may periodically request additional identification measures to verify your identity. You agree to provide us with all necessary information and documents for identity verification or any other information we may request.

- (g) Protection of Account Integrity:** As the Account holder, it is your responsibility to maintain the confidentiality of your login credentials, including your username and password. You are exclusively liable for all actions, transactions, and interactions carried out under your Account credentials, whether authorized or unauthorized. Unauthorized access may violate applicable legal standards, potentially resulting in legal sanctions. Any breach of these standards may lead to immediate suspension and subsequent deactivation of your account. While we have the capability to reset your password, the process is stringent to ensure maximum security. You are contractually obligated to: (i) promptly notify us of any unauthorized use of your credentials or any suspected security breach, and (ii) diligently log out from your account after each session on the Platform.
- (h) Credential Exclusivity and Non-Transferability:** The credentials associated with your Account are intended solely for your personal use and must not be shared or disclosed to any third party without our explicit consent. Our Platform employs advanced mechanisms to detect instances of unauthorized account sharing. If simultaneous access to your Account from multiple sources is detected, we reserve the right to suspend the Account or restrict your access to the Platform without prior notice. In certain circumstances, we may issue revised Account credentials unless our investigations conclude your complicity in the unauthorized sharing. We disclaim liability for any charges or service interruptions resulting from changes to your username or password.
- (i) Notification of Changes:** You are required to promptly notify us of any changes to the information provided by you, including changes to your name, authorized representative, residential/registration address, and nature of activity.
- (j) Unauthorized Use:** We reserve the right to suspend, freeze, or cancel Accounts used by individuals or legal entities who are not the registered account holders or their authorized representatives. You must promptly notify us if you suspect or become aware of unauthorized use of your Account. We disclaim responsibility for any losses or damages resulting from the use of your Account by you or any third party, whether authorized or unauthorized.
- (k) Account Management:** We may, at our discretion, refuse to open an Account on the Platform, suspend, or terminate any Account. You are responsible for all activities within your Account and for its security.

IV. Rights of MVP Project

- (a) We reserve the right to:**

- i. **Platform Modifications:** We reserve the right to modify the design of the Platform, update the list of services, and amend or adjust scripts, software, and other items stored or utilized on the Platform at any time.
- ii. **Email Communications:** We may send you email messages related to your use of the Platform when necessary.
- iii. **Content Moderation and Account Management:** We reserve the right to moderate or remove any Content that violates these Terms, including but not limited to content that is unlawful, infringes upon intellectual property rights, or violates community standards.
- iv. **Unilateral Blocking or Restriction of Access:** We may suspend, restrict, or terminate your access to parts or all of the Platform's services without prior notice if such actions are deemed necessary to protect the integrity of the Platform, if we suspect unauthorized or fraudulent activity, or if your actions violate our Terms of Service or applicable laws. We are not liable for any losses or damages you may incur in connection with the termination of the Terms and/or blocking of the Account. We are not obligated to inform you of the reasons for terminating the Terms and/or blocking the Account.
- v. **Audit and Compliance Checks:** We reserve the right to conduct audits or compliance checks related to your use of the Platform, the nature of business activities conducted through the Platform to ensure adherence to our Terms, applicable laws, and industry standards. This may include reviewing user activity logs or requesting additional information from you.
- vi. **Server Maintenance and Downtime:** We may conduct routine or emergency maintenance on our servers, temporarily suspending access to the Platform to maintain optimal performance and security. We will endeavor to minimize downtime and provide advance notice when possible.
- vii. **Use of Name, Trademarks, and Logos:** We have the right to use your name, trademarks, and logos in connection with advertising, promotional materials, or public relations efforts related to the Platform's services. You may revoke this consent by sending a notice to us.
- viii. **Software Updates and Enhancements:** We reserve the right to update or enhance the Platform's software, introduce new features, or modify existing functionalities to improve performance, address security vulnerabilities, or adapt to changes in regulatory requirements.
- ix. **Use of Data for Analytics and Research:** We may utilize data collected from your use of the Platform, including de-identified data, for analytics, research, and statistical

purposes. This data may be used to improve our services, develop new products, or enhance user experience, in compliance with applicable data protection laws.

V. Rights and Responsibilities of the User

(a) You have the right to:

- i. **Access the Platform and use it for its intended purpose:** to access and utilize the services provided by the Platform, including tools for optimizing and managing advertising campaigns across various communication channels, analytics, subscriber tracking, and CRM system functionalities.
- ii. **Privacy and Data Protection:** You have the right to privacy and the management of your personal data in accordance with applicable laws and the Platform's privacy policy. Your personal information will be collected, processed, and stored securely, and you may have rights to access, correct, or delete your data as permitted by law.
- iii. **Ownership and Control of Content:** You retain ownership of any Content you create or upload to the Platform, subject to the necessary licenses granted to the Platform to provide its services. The User is solely responsible for the content of the published materials and the manner of their publication in relation to third parties, such as social networks, messengers, and other platforms. We are not responsible for any content posted through the Platform on such third-party services.
- iv. **Compliance and Responsible Use:** You have the right to use the Platform in accordance with its intended purposes and functionalities as described in the platform description. You agree to comply with all applicable laws, regulations, and the Platform's Terms of Service while using its services.
- v. **Communication Preferences:** You have the right to manage your communication preferences with the Platform, including opting in or out of receiving specific types of communications such as promotional emails, newsletters, and service-related notifications.
- vi. **Account Termination:** You have the right to terminate your account at any time, following the procedures outlined by the Platform. Upon termination, you may lose access to your Account, Account Balance and any associated data or content as per the Platform's policies.
- vii. **Technical Support:** You have the right to receive technical support from the Platform for issues arising during your use of its services.

(b) You agree to:

- i. **Ensure Security of Login Credentials:** You are responsible for maintaining the security of your personal login and password used to access the Platform. Keep these credentials confidential and do not share them with others to prevent unauthorized access to your account.
- ii. **Regularly Review Terms of Service:** It is your responsibility to regularly familiarize yourself with the contents of these Terms of Service. Stay informed about any updates or changes that may affect your use of the Platform.
- iii. **Account Usage and Consequences:** You are solely responsible for all actions taken using your Account and understand the potential consequences of such actions. Ensure that your account activities comply with these Terms and applicable laws.
- iv. **Content Posting Guidelines:** Do not post Content on the Platform or via the Platform services that violates the law, infringes upon intellectual property rights of others, misleads users, contains sexual or erotic content, or is otherwise offensive. Respect the rights and sensitivities of others when posting content.
- v. **Adherence to Terms and Confidentiality:** Strictly adhere to the terms outlined in these Terms of Service. Maintain the confidentiality of commercial and technical information obtained during your cooperation with the Platform, as well as personal data, in accordance with these Terms.
- vi. **Acknowledgment of Platform Risks:** Recognize and accept the risks associated with the possible inaccuracy of information on the Platform, as well as its potentially offensive or unacceptable nature. In case of such information, you must immediately notify us.
- vii. **Accurate Information Provision:** Independently and in a timely manner provide complete and accurate information about yourself. If necessary, make changes using the Platform interface, and ensure the relevance of such information.
- viii. **Responsibility to your end customers:** You acknowledge that the Platform operates as a technical service provider. We do not intervene in the legal relationships between you and your end customers. You are solely responsible for:
 - Addressing all legitimate demands related to orders placed through the Platform.
 - Ensuring the correctness of advertising campaigns and compliance with applicable laws.

- Managing all aspects of your relationships with your end customers, including customer service, dispute resolution, and adherence to legal requirements.
- ix. **Payment of Applicable Fees:** Pay any applicable fees as specified in Section VII of these Terms, promptly and in full accordance with the agreed terms.
- x. **Consent for Data Processing:** Confirm that you have obtained consent from your end customers and other relevant parties for the processing and transfer of their personal data to the Platform, as outlined in Section IX of these Terms.

VI. Prohibited Uses.

- (a) When using the Platform, you agree to strictly comply with these Terms. Use the Platform solely for your own Account or for internal corporate purposes. You must not sell, rent, or otherwise provide access to the Platform to third parties, nor act as a service provider or use the Platform on behalf of a third party.
- (b) When accessing the Platform, you agree not to violate these Terms, any legislation, public interests, public morality, or the legitimate interests of third parties. Additionally, you must not violate any contractual obligations, intellectual property rights, or other rights of third parties, nor commit any unlawful acts. You are fully responsible for your conduct while using the Platform.
- (c) In addition to the above, you agree and undertake not to:
- i. Use the Platform in a manner that may hinder, disrupt, negatively affect, or prevent other Users from fully utilizing the Platform, or that may damage, disable, overload, or impair the operation of the Platform in any way.
 - ii. Compromise the security of your account credentials, ensuring that login details are kept confidential and not shared.
 - iii. Engage in actions that could expose the Platform to legal liability, protecting both yourself and the Platform from potential legal repercussions.
 - iv. Modifying the Platform's software, including altering, decompiling, disassembling, decrypting, or manipulating the software's object code.
 - v. Distributing, copying, or disclosing the Platform's software without authorization.
 - vi. Attempting to circumvent technical restrictions within the Platform's software.
 - vii. Conducting unsolicited mailings, campaigns or communications without obtaining prior consent from recipients through the Platform's CRM integration with messaging services.

- viii. “Stalk” or otherwise harass or use offensive language through the Platform’s CRM, promoting a respectful environment.
- ix. Collect or misuse personal information, including usernames and email addresses, for sending unsolicited messages of any kind;
- x. Using the Platform’s analytics and conversion tracking tools for deceptive or fraudulent activities, including generating false reports or data manipulation.
- xi. Conduct campaigns containing false information (quick, easy, no-money or time investment earnings, financial pyramids, risk-free stock market operations).
- xii. Using the Platform to track and analyze advertising campaigns that promote goods or services prohibited under the applicable legislation. The Platform acts solely as a technical service provider and does not assume responsibility for the correctness, legality, or compliance of your advertising campaigns. Users are fully responsible for the content and accuracy of their campaigns, as well as for ensuring that their campaigns meet all relevant legal and regulatory standards.
- xiii. Posting, transmitting, or using any service of the Platform to distribute information and/or content that violates the following:
 - Threats, incitement to violence, or unlawful actions under applicable law.
 - Elements promoting violence, cruelty, or inciting racial, ethnic, or religious animosity.
 - Prohibited attributes, including illegal trademarks.
 - Agitational materials, spam, or intrusive content.
 - Propaganda promoting criminal activities or providing instructions for unlawful acts.
 - Materials containing threats, defamation, disparaging information, insults, or privacy violations.
 - Confidential or non-public materials, or content infringing on third-party rights, including intellectual property rights.
 - Fraudulent materials or false claims violating legal statutes and regulations.
 - Any other materials violating the current legislation of the St. Vincent and the Grenadines and/or the rules of the Platform.

- xiv. Use the Platform for payment, support, or other participation in illegal unlicensed gambling activities; fraud; money laundering; terrorist activities; violation of sanctions; or other unlawful actions.
- xv. Use any robots, bots, crawlers, scrapers, or other automated means or interfaces not provided by us to access our Platform or extract data.
- xvi. Attempt to bypass the filtering techniques applied by us or try to gain access to any Platform services to which you do not have permission to access.
- xvii. Develop any third-party applications interacting with our Platform without our prior written consent.
- xviii. Use the Platform to promote, facilitate, or engage in any form of human trafficking.
- xix. Provide false, inaccurate, or misleading information.
- xx. Encourage or induce any third parties to engage in any of the prohibited actions in this section.
- xxi. Overburden the Platform's technology infrastructure or make excessive demands;
- xxii. Manipulate identifiers or forge information to disguise its origin;
- xxiii. Bypass or disable the Platform's security features. Committing actions that impose an unreasonable or disproportionately large load on our infrastructure, cause harm, intercept system data or information, transmit or upload malware, attempt unauthorized access to the Platform, other Accounts, or networks, use another party's account information, or transfer Account access or rights without proper authorization, unless required by law or with the express permission of MVP Project.
- xxiv. Post, link to, or otherwise share any content on the Platform that contains software viruses, malware, or any other computer code, file, or program intended to disrupt, damage, limit, or surveil the operation of any computer software, hardware, or telecommunications equipment.
- xxv. Commercially exploit the Platform or its content to a third party.
- xxvi. Interfering with another person's or entity's access to or use of the Platform, abusing, misusing, soliciting, harassing, stalking, threatening, or violating the legal rights (including privacy, publicity, and intellectual property rights) of others. This includes collecting or obtaining information about others from the Platform without appropriate consent.

xxvii. Engaging in any activity that, in our reasonable opinion, may be considered abusive, including conducting fictitious transactions or fraudulent operations.

This list is not exhaustive, and none of the above should be construed as granting, directly or indirectly, any license or right to use the Platform for unlawful, fraudulent, wrongful, or unauthorized purposes.

- (d) You are solely responsible for all activities conducted through your Account when using our CRM services. Our Platform serves solely as a technical service provider. While communication occurs through integrated messaging services like Telegram, WhatsApp, and Facebook, it is imperative to safeguard the Platform from potential legal risks and liabilities. Additionally, you are required to respect and comply with the terms and conditions of the respective messaging services, which you are responsible for reviewing independently. We reserve the right to enforce these guidelines and take necessary actions against violations. We are not responsible for the blocking of a User's account on social networks as a result of posting content that violates the social network's rules.
- (e) You understand and agree that the information and services provided by the Platform cannot be used by any natural or legal person in any jurisdiction where the provision or use of such information and services contradicts applicable law or where we are not permitted to provide such services. A list of prohibited countries may be provided by our support service upon request.

We reserve the right at our discretion to edit, delete, remove, or block any information that violates these Terms.

VII. Payment Policy

- (a) Your use of the Platform may be subject to certain fees. We reserve the right to impose additional charges for specific features or services on the Platform. Applicable fees may be displayed upon User Registration and are also displayed on your Account dashboard on the Platform (mvpproject.io/profile/finance). We retain the discretion to modify fee structures and charges at any time. Such changes become effective upon posting to your Account and/or upon notice sent to your email address.
- (b) Generally, to pay applicable fees, you will be redirected to the payment gateway of our processing partners. The connection to this gateway and the transmission of information are conducted securely using the SSL encryption protocol. If your bank supports Verified Secure Code technology for secure internet payments by Visa or MasterCard, you may be required to enter a special password to complete the transaction. The confidentiality of your provided personal information is ensured by the bank and will not be disclosed to third parties except as required by the legislation of the St. Vincent and the Grenadines. Payment by bank cards strictly adheres to the requirements of Visa and MasterCard payment systems. By providing your payment

information, you explicitly consent to the use of third-party payment processors to facilitate all transactions you initiate through the Platform. It is your responsibility to maintain accurate and current billing details.

- (c) The Platform collaborates with multiple billing providers to streamline payment processes. These providers do not hold any ownership interest in the Platform nor influence its content, design, or services. Their primary role is to facilitate transactions.
- (d) Your obligation to pay is considered fulfilled upon crediting funds to our designated bank account.
- (e) The terms for crediting funds to your Account are independent of us and typically take about 7 (seven) banking days on average.
- (f) We have the right to agree on any other payment method convenient for us, the relevant methods shall be reflected during Registration or in the User Account.
- (g) Without our prior written consent, payment of applicable fees from third-party accounts is strictly prohibited.
- (h) In the event of any alleged erroneous billing, it is imperative that you promptly inform us of such matters. Failure to provide notification within 15 days from the initial appearance of the billing error on any account statement shall be deemed as an unequivocal acceptance of the associated fee for all intents and purposes, including the resolution of inquiries initiated by your credit card issuer. By neglecting to report any discrepancy or error to us within the stipulated 15-day period, you hereby release us from any and all liabilities and claims of loss arising from the said omission.
- (i) Applicable fees are final and non-refundable, irrespective of circumstances, including termination of these Terms, or Account blocking/restriction.
- (j) Transactions involving external bank accounts or digital wallets may incur additional fees and charges for which we are not responsible. You are obligated to pay any such fees imposed by your financial service provider. We reserve the right not to process transfers if associated bank fees exceed the transfer cost. Additional funds may be required to cover such fees to complete the transfer.
- (k) We reserve the right to impose transaction limits on you based on various factors, including duration of Platform usage, geographic location, and access information modifications. Any misuse or improper utilization of special offers, including creation of multiple accounts to exploit such offers, constitutes a material breach of these Terms.

VIII. Data Protection and Security.

- (a) You acknowledge and agree that we may process (collect, use, and transfer) your personal data in accordance with our Privacy Policy, which is published on the Platform (<https://mvpproject.io/policy>).
- (b) We ensure that all personal data is processed in compliance with the data protection and security provisions of applicable law.
- (c) You acknowledge and agree that we reserve the right to access and disclose personal data related to you in order to comply with applicable laws and requests from governmental and/or other regulatory authorities, and to protect the interests of us and our Users. You also acknowledge and agree that we reserve the right to disclose personal data to third parties if we have reasonable grounds to believe that your use of an Account violates these Terms, or if we are otherwise obligated to disclose such information to any competent authority.

IX. Personal Data of User End Customers

- (a) We only process your data that is necessary for the performance of these Terms. We do not have access to the personal data of your end customers.
- (b) You are solely responsible for processing your end customers' data in accordance with applicable law. You warrant that all personal data of your end customers was obtained with their prior consent to use personal data through the Platform. You undertake not to post personal data of your end customers, third parties, or your employees without appropriate consent for such posting.
- (c) In certain cases, you, as the data controller of your end customers' personal data, instruct us to store such personal data on our server with the necessary hardware and software security features in order to properly provide your services in the performance of your contractual obligations under these Terms.
- (d) To comply with the protection of personal data of third parties as provided by applicable legislation, and due to MVP Project's inability to independently perform any actions related to the processing of personal data of your end customers, you agree to establish the following procedure for interaction upon receipt of a Request from the end customer or other third party:
 - i. If you (the Personal Data Processing Operator) receive a Request containing revocation of the personal data subject's consent to the processing of personal data, you undertake to notify us within three to seven business days from the date of its receipt about the need to delete the revoked data or provide the end customer with a reasoned refusal to fulfill the Request.
 - ii. Upon our request, you must provide evidence of compliance with the legislation on data protection, as well as documents confirming the proper fulfillment of your obligations under the applicable legislation in the field of personal data processing.

- iii. In the event of an inspection of MVP Project's activities and/or detection of personal data processing violations by the authorized body for the protection of the rights of personal data subjects, we will address to you the request of the authorized body, which cannot be fulfilled by us due to objective reasons. The said request is subject to immediate execution.
- iv. From the moment we communicate the requirements of the authorized body for the protection of the rights of personal data subjects, you become liable for non-execution or improper execution of these requirements in the relevant part and undertake to compensate us for the losses caused by such non-execution within 10 calendar days from the date of receipt of the relevant requirement.
- v. You undertake to inform the end customer (or other third party) in the respective agreements that we are not and cannot be held liable for your actions due to improper processing of personal data of the third party(ies).

Please note that it is your sole responsibility to ensure that all interactions with your end customers comply with relevant data protection regulations and uphold the privacy rights of your customers.

X. Confidentiality

- (a) Any information exchanged between us during the term of these Terms, the disclosure of which could result in losses for us, is considered confidential. Such information shall not be disclosed to third parties except as permitted by applicable law. You agree not to disclose or transfer confidential information to third parties, nor to use it for any purpose other than fulfilling these Terms.
- (b) The obligation to maintain confidentiality is not limited in duration.
- (c) Confidential information does not include information that:
 - i. Is already known to or possessed by the Receiving Party at the time of its disclosure.
 - ii. Becomes known to the Receiving Party after its disclosure, provided that the Receiving Party is unaware of any breach of obligations regarding the non-disclosure of confidential information under the Terms and has not participated in any such breach.
 - iii. Becomes public knowledge at the time of or after its disclosure, with access provided by the Disclosing Party to third parties without restrictions.
 - iv. Has otherwise become publicly known through no fault or omission and not as a result of a breach of the Terms.

- v. Is transferred without an obligation to maintain confidentiality, with such transfer being explicitly authorized in writing by the Disclosing Party in advance.
 - vi. Disclosure of confidential information is not considered if it is disclosed to authorized government authorities on grounds and in the manner prescribed by law. The Disclosing Party undertakes to promptly notify the other Party of this.
- (d) User feedback posted on the Platform is not considered confidential information and may be used by the Platform.
 - (e) We reserve the right to aggregate, systematize, and analyze the information received from you, including confidential information, after anonymizing such information, for the purpose of creating various types of informational-analytical reports and databases. We guarantee the non-disclosure and security of confidential information contained in reports and databases in accordance with these Terms and applicable law. We are the sole owner of the exclusive rights to such informational-analytical reports and databases, as objects of intellectual property protection.

XI. Compliance with Legislation

- (a) You are responsible for ensuring compliance with all applicable laws and regulations when using the Platform in your jurisdiction and any other relevant jurisdiction. This includes adhering to all laws and regulations pertinent to your use of the Platform.
- (b) Please be aware that we are not a tax agent and are not authorized to withhold taxes or contributions. You are solely responsible for determining whether your activities conducted through the Platform are subject to taxation and for paying any applicable taxes. Upon request from tax authorities, we may provide information about your activities on the Platform.

XII. Intellectual Property

- (a) **Intellectual Property.** We own and have exclusive rights to all the intellectual property related to our products, services, and content provided on the Platform, including copyrights, trademarks, and patents. This includes all data, information, source and object code, graphics, logos, and text. You must not violate or infringe upon these rights by copying, downloading, publishing, distributing, transmitting, selling, broadcasting, exploiting, or reproducing any of the information or content on the Platform without our prior written permission.
- (b) **Limited license.** We grant you a limited, non-exclusive, and non-transferable and revocable license, subject to these Terms, to access and use the Platform, services, and materials and information on the Platform solely for approved purposes as permitted by us from time to time. Any other use of the Platform, services, or materials and information on the Platform is expressly prohibited.

Any actions regarding the Platform not explicitly authorized in these Terms and which infringe upon our rights are considered unlawful and constitute a breach of these Terms. Such actions provide sufficient grounds for terminating your access to the Platform and initiating legal claims to protect our rights.

XIII. Activity Monitoring

- (a) We periodically monitor the activities conducted by Users on our Platform to ensure compliance with applicable legislation, the requirements of our counterparties, and the terms of these Terms. Additionally, we investigate reports of potential violations. Upon receiving notifications of violations, we promptly initiate the appropriate investigation.
- (b) During the investigation process, we strive to thoroughly analyze the situation, including the circumstances and context of the User's actions. We make every effort to assist Users in rectifying any discovered violations and ensuring their continued use of the Platform in accordance with the terms of the agreement.
- (c) However, if necessary to protect ourselves, other Users, the Platform, or third parties, we reserve the right to temporarily suspend the operation of User Accounts and/or take other measures in accordance with the Platform's existing rules and policies.

XIV. Suspension and Termination of Account

- (a) **Effectiveness and Duration:** These Terms become effective upon your acceptance and remain valid until terminated.
- (b) **Right to Revoke:** Under the applicable laws of St. Vincent and the Grenadines, we reserve the right to revoke this public offer at any time without prior notice.
- (c) **Account Deletion by User:** You have the right to delete your Account at any time at your discretion. However, you will remain responsible for all charges incurred under your Account until the termination process is formally completed. Please note that any funds deposited on the Platform and existing Account balances are non-refundable and can only be utilized for Platform services. Upon processing your termination request, you will lose access to non-public areas of the Platform, and both your Account balances and any content associated with your Account will become inaccessible.
- (d) **Grounds for Termination or Suspension:** We reserve the right to refuse to open an Account for you, suspend, limit, terminate, or close your Account (as well as terminate any other access to our services on the entire Platform or specific parts thereof at any time), with or without prior notice, and also refrain from taking any action on the Platform for any reason. Grounds for such actions may include, but are not limited to:
 - i. Violation of these Terms.

- ii. Activities deemed potentially illegal, fraudulent, abusive, or contrary to our community standards or rules.
 - iii. Suspected involvement in money laundering, terrorism financing, sanctions violations, or other unlawful activities.
 - iv. Suspicion of acquiring funds by unlawful means or unlawful fund transfers.
 - v. Intent or actual use of services for restricted or prohibited actions.
 - vi. Direct or indirect harm caused to us.
 - vii. Prosecution and/or conviction for economic crimes, fraud, or other trust-related offenses.
 - viii. Engagement in high-risk activities or association with high-risk groups we do not service.
 - ix. Bankruptcy or insolvency.
 - x. Well-founded suspicions of fraudulent activity.
 - xi. Ignoring our warnings or failing to provide necessary information.
 - xii. Numerous complaints from your end customers or misleading them regarding products or services.
 - xiii. Obligations under applicable laws, court orders, or government authority directives.
 - xiv. Suspicions that your Account is being used by unauthorized individuals or entities.
 - xv. Breach of Account security requirements.
 - xvi. Notification of company liquidation or your death.
- (e) **Effect of Termination:** Upon cancellation of your Account by you or termination by us, your access to the Platform will be immediately revoked, and you will lose all access to your Account. Additionally, you acknowledge and accept that upon Account termination, we are not obligated to retain or store any content, messages, or other materials associated with your Account. Such information may become irretrievable following termination.
- (f) **Deletion of Content and Services:** We may also cancel any services, subscriptions, and delete any Content, including descriptions, messages, and offers, at our discretion. You agree not to make any claims against us for the deletion or suspension of your Account. If you attempt to make such claims, you will be liable for any damages, including attorney's fees and other expenses. These terms will continue to apply even after the deletion of your Account.
- (g) **Notification of Termination:** We will make reasonable efforts to inform you (or immediately after) of any termination or suspension of services.
- (h) You agree that we are not liable for refusal to perform and/or cancel any of your actions on the Platform, suspension, restriction, or termination of access to the Platform (including freezing and blocking the Account, as well as restricting access to third-party websites, platforms, or services through the Platform), as well as closing your Account for the reasons stated in this section.
- (i) You agree that we are not obligated to disclose the reasons for any action taken by us under this section.

XV. Limitation of Liability

- (a) ALL SERVICES, MATERIALS, INFORMATION, AND ANY OTHER OFFERINGS ON THE PLATFORM ARE PROVIDED ON AN “AS IS” AND "AS AVAILABLE" BASIS, WITHOUT ANY EXPRESS WARRANTIES, OBLIGATIONS, OR CONDITIONS. WE EXPRESSLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW. WE ALSO DISCLAIM LIABILITY FOR ANY INABILITY TO USE THE PLATFORM DUE TO REASONS ARISING FROM YOU OR THIRD PARTIES. THIS DISCLAIMER OF WARRANTIES EXTENDS TO OUR SUBSIDIARIES, AFFILIATES, AND THIRD-PARTY SERVICE PROVIDERS.
- (b) THE USER BEARS ALL RISKS ASSOCIATED WITH USING THE PLATFORM. THIS INCLUDES ANY POTENTIAL ISSUES ARISING DURING THE OPERATION OF THE PLATFORM, SUCH AS COMPATIBILITY ISSUES WITH OTHER SOFTWARE PRODUCTS (PACKAGES, DRIVERS, ETC.) OR NON-COMPLIANCE OF PLATFORM RESULTS WITH YOUR EXPECTATIONS. YOU ARE FULLY RESPONSIBLE FOR ANY NEGATIVE CONSEQUENCES CAUSED BY INCOMPATIBILITY OR CONFLICTS OF THE PLATFORM WITH OTHER SOFTWARE PRODUCTS INSTALLED ON YOUR DEVICE.
- (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL WE OR OUR REPRESENTATIVES BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES, OR CLAIMS, INCLUDING BUT NOT LIMITED TO: (i) UNFORESEEABLE EVENTS: DAMAGES ARISING OUT OF AN UNUSUAL OR UNFORESEEN EVENT BEYOND OUR REASONABLE CONTROL, THE CONSEQUENCES OF WHICH COULD NOT BE AVOIDED EVEN IF ALL APPROPRIATE MEASURES WERE TAKEN. THIS INCLUDES, BUT IS NOT LIMITED TO, EVENTS OF FORCE MAJEURE SUCH AS EARTHQUAKES, FLOODS, EPIDEMICS, MILITARY ACTIONS, AND OTHER SIMILAR EVENTS. (ii) OPERATIONAL ISSUES: (A) INTERRUPTIONS OR FAILURES: ANY INTERRUPTIONS, DELAYS, SUSPENSIONS, TERMINATIONS, OR FAILURES IN THE OPERATION OF PLATFORM SERVICES. (B) TRANSACTION ISSUES: ANY FAILURE TO PROCESS OR CANCEL ANY TRANSACTION/OPERATION FOR ANY REASON. (C) SYSTEM MAINTENANCE: YOUR INABILITY TO PERFORM OR COMPLETE ANY OPERATION DUE TO SYSTEM MAINTENANCE OR PLATFORM FAILURE/UNAVAILABILITY, NETWORK ISSUES, OUR EQUIPMENT OR SOFTWARE ISSUES, OR THIRD-PARTY ISSUES. (iii) UNAUTHORIZED USE: DAMAGES RESULTING FROM THE USE OF YOUR CONNECTED DEVICE AND PLATFORM SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU, INCLUDING THEFT OR LOSS OF YOUR CONNECTED DEVICE. (iv) IMPROPER USE: ANY UNAUTHORIZED OR IMPROPER USE OF PLATFORM SERVICES CONTRARY TO THESE TERMS. (v) LEGAL COMPLIANCE:

ACTIONS TAKEN IN ACCORDANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS. (vi) INDIRECT OR CONSEQUENTIAL DAMAGES: LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF DATA, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF WE OR OUR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (vii) SECURITY BREACHES: DAMAGES RESULTING FROM HACKING, TAMPERING, VIRAL TRANSMISSION, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORM, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED ON THE PLATFORM.

IF SUCH LIMITATION OF LIABILITY IS NOT PERMITTED BY APPLICABLE LAW, THE PARTIES HAVE AGREED TO LIMIT THE AMOUNT OF PLATFORM LIABILITY FOR DIRECT/INDIRECT DAMAGES TO THE COST OF ACCESS TO THE PLATFORM FOR THE ACCOUNT PERIOD DURING WHICH YOU INCURRED DAMAGES, IN ACCORDANCE WITH APPLICABLE FEES. ANY SUCH COMPENSATION AMOUNTS WILL BE CREDITED EXCLUSIVELY TO YOUR ACCOUNT BALANCE AND MAY ONLY BE USED FOR PLATFORM SERVICES. YOU AND WE MUTUALLY AGREE THAT ANY CAUSE OF ACTION ARISING FROM OR RELATED TO OUR SERVICES MUST BE INITIATED WITHIN A PERIOD OF ONE (1) MONTH AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION WILL BE FOREVER BARRED. BOTH PARTIES CONSENT TO WAIVE ANY LONGER STATUTES OF LIMITATIONS.

- (d) The parties agree that any claims against the other party under these Terms may be brought only on an individual basis, not as a plaintiff or class member in any purported class or representative action or proceeding. No court or arbitrator shall consolidate or join more than one person's claims or parties and may not otherwise preside over any form of consolidated, representative, or class proceeding. Any judicial decisions rendered with respect to any user of Platform services shall not affect other users.
- (e) We make no representations or warranties regarding the accuracy, authenticity, or completeness of the materials, information, and content available on the Platform. We disclaim all responsibility for any errors (including technical errors), delays, or omissions, as well as for any actions taken based on such content. No implied or express warranties, including, but not limited to, non-infringement of third-party rights, are provided.
- (f) You agree to be solely responsible for taking the necessary security measures to protect your Account Balance and other personal information. The User is solely responsible for safeguarding their Account Balance and for all fees and transactions associated with it. We assume no liability for any loss or consequences arising from the authorized or unauthorized use of the User's Account Balance.
- (g) We do not guarantee uninterrupted, secure, or error-free use and access to the Platform, nor that any identified defect will be corrected, as factors beyond the control of the Platform may affect this, including periodic testing, repair, upgrade, downtime, or maintenance. We do not guarantee

that the Platform will meet the requirements of third parties, or will be free from computer viruses or other harmful, destructive, or damaging code, agents, programs, or macros.

- (h) We are committed to ensuring basic information security of your data, adhering to applicable legal standards. By agreeing to these Terms, you (or your authorized representative) confirm that you have obtained consent from the relevant individuals for the transfer of their personal data to us.
- (i) Any mutual claims and obligations between you and your end customer not explicitly covered by these Terms are solely between you and your end customer, regardless of whether the Platform is involved. We are not liable for your obligations to your end customer or for your end customer's obligations to you.
- (j) You agree not to use the Platform or any of its services to collect, manage, or process sensitive personal information. We will not be liable for any consequences arising from your use of the Platform or its services to collect or process sensitive personal information.
- (k) We do not initiate or control the placement of any information by you during the use of the Platform. We do not influence its content or integrity, and at the time of posting such information, we do not know and cannot know whether it violates the legally protected rights and interests of third parties, international treaties, or the laws of Saint Vincent and the Grenadines.

You are solely responsible for the content of the data you create and maintain. We do not conduct prior control over the content you post and/or distribute. However, if the placement and distribution of such information contradicts the laws of Saint Vincent and the Grenadines, we reserve the right to block or delete the relevant account and data without prior notice.

- (l) While we strive to maintain the normal operation of the Platform, we are not liable for non-performance or improper performance of our obligations under these Terms, nor for any direct or indirect losses, including lost profits, resulting from:
 - i. Unlawful actions by third parties aiming to disrupt the Platform's security or functionality.
 - ii. Lack of, inability to establish, or termination of Internet connections between your server and the Platform server.
 - iii. Conducting events by state and municipal authorities, as well as other organizations, within the framework of operational search activities.
 - iv. Technical errors, software malfunctions, or defects in hardware used by us, you, or your end customer, as well as issues with communication channels provided by third parties.
 - v. Establishment of state regulation (or regulation by other organizations) of commercial activities of commercial organizations on the Internet and/or establishment by these entities of one-time restrictions complicating or making it impossible to fulfill the Terms.

- vi. Any other cases related to actions (inaction) of Internet users and/or other entities aimed at worsening the overall situation using the Internet and/or computer equipment existing at the time of conclusion of the Terms.
- (m) The security of information transmitted via the Platform is not guaranteed. Delays, interruptions, or interceptions of data may occur. Unauthorized third parties may access information transmitted or received through the Platform. Transactions over the Internet may be subject to delays or errors due to public network conditions. We are not liable for any losses or expenses resulting from such delays, interruptions, or interceptions, regardless of the security measures we implement.
- (n) You warrant that your use of Platform services complies with all applicable laws and regulations and agree to indemnify the Platform, its affiliates, agents, and contractors against any claims, losses, damages, expenses, or liabilities arising from any violation.
- (o) We have no fiduciary duties or obligations to you in connection with any transactions, decisions, or actions.
- (p) The Platform may contain links to third-party websites and their content, products, or services. We do not endorse or guarantee the accuracy, adequacy, completeness, or reliability of such third-party content, products, or services. Your use of these links is at your own risk. You specifically acknowledge that we will not be liable for the defamatory, offensive, or illegal actions of any third party, and that any risk of harm or damage arising from such actions rests entirely with you. Third-party content, products, or services available through our Platform are governed by the respective third-party terms and conditions. You are responsible for reviewing and agreeing to such terms before using any third-party content, products, or services. We are not liable for any damage, loss, or expense resulting from your access to or use of third-party systems, services, content, products, or programs, nor for any purchases or subscriptions made in connection with them. We reserve the right to remove access to any third-party content, products, or services from our Platform at any time.

XVI. Indemnification

You agree to indemnify, defend, and hold us harmless from any and all claims, actions, damages, losses, liabilities, costs, expenses, and demands (including, but not limited to, reasonable attorney's fees and costs) arising out of or relating to: (1) your use of and access to our Services, including any use by any other person using your Account; (2) your breach of any term or condition of this Terms; (3) your violation of any third-party right, including, without limitation, any intellectual property, privacy, or proprietary right; (4) any claim that your activities caused damage to a third party; or (5) any negligent, wrongful, or unlawful conduct by you. This indemnification obligation will survive the termination of this agreement and your use of our Services.

XVII. Final Provisions

- (a) These Terms, alongside our Privacy Policy and other legal notices posted on the Platform, form the entire agreement between you and MVP Project regarding your use of the Platform. They supersede any previous discussions, agreements, or understandings, whether written or oral, between you and MVP Project.
- (b) The Platform does not consider proposals from Users to amend these Terms. By registering on the Platform, you unconditionally agree to all provisions of these Terms.
- (c) Any change in MVP Project legal structure shall not affect the rights and obligations arising from the Terms. You accept changes in the legal structure of MVP Project as soon as they become effective, without the need for MVP Project to provide notice of such changes.
- (d) You acknowledge and agree that you cannot transfer or assign your rights and obligations under these Terms. We reserve the right to assign, delegate, or transfer our rights and obligations under these Terms without prior notice or consent from you.
- (e) **Severability:**
 - i. If any provision of these Terms is found to be invalid or unenforceable under applicable law, it will be modified to the least extent necessary to make it enforceable, without affecting the validity of other provisions.
 - ii. If modification is not possible, the provision will be deemed null and void.
 - iii. If the unenforceable provision undermines the fundamental purpose of this Agreement, the entire Agreement may be rendered null and void at the discretion of Platform.
 - iv. All other provisions will remain in full force and effect, and the unenforceable provision will be considered as never included in this Agreement.
 - v. Any provision found unenforceable in specific circumstances will remain effective in any other circumstances where its enforceability is not in question.
- (f) This agreement does not create any partnership, joint venture, agency, franchise, or employer-employee relationship between the parties. Both parties expressly deny the existence of such relationships. Neither party has the authority to bind the other to any agreement with third parties.
- (g) Any failure or delay on our part in enforcing any provision or exercising any right under these Terms does not constitute a waiver of our rights.
- (h) Communication between you and MVP Project is conducted electronically. The parties acknowledge the legal force of electronic documents equal to the legal force of documents on paper, signed by hand with the attachment of impressions of the parties' seals (if required). You agree to receive any notices from us electronically, including but not limited to, by email, push notifications, and other means of electronic communication. If necessary, all terms, agreements, notices, disclosures, and other communications provided to you by us through electronic means of communication (including posting on the Platform, sending to the email address specified in the User account, and/or through other electronic means of communication such as text messages or mobile notifications) shall be deemed valid and effective notices satisfying any legal requirements to which such communications should adhere if they were provided in writing.

You acknowledge that you understand and agree that any electronic communication, including notices, messages, alerts, and other forms of electronic transmission of information, may be used for exchanging information between us. You also acknowledge that you are responsible for ensuring the accuracy and timeliness of your contact information, including email address and mobile phone number, provided to us for receiving notifications.

You have the right to withdraw your consent to receive electronic notifications at any time by providing us with written notice thereof. Withdrawal of consent to receive electronic notifications may result in the termination of your access to all or certain features or services of the Platform that require notifications and electronic communications.

You also acknowledge and agree that we are not responsible for the non-delivery of notifications due to errors in the contact information provided by you or due to technical problems that may arise during the transmission of electronic messages

- (i) If you consent to receiving text advertising messages, you agree to receive recurring automated marketing messages. Consent to receive such messages is not required to use the Platform. Message frequency may vary, and we may change the short code or phone number from which messages are sent. We and our partners are not responsible for delays or non-delivery of messages.
- (j) We reserve the right to use all available legal and equitable means to prevent violations of these Terms, including suspension or termination of your Account or denial of access to services without prior notice. We may disclose any information about you to assist in law enforcement investigations or as required by applicable law.
- (k) These Terms and the relationship between us are governed by and interpreted in accordance with the laws of St. Vincent and the Grenadines.
- (l) This agreement is drafted in English. No other language version will be used for interpretation or understanding. All assistance, notifications, designations, specifications, and communications will be delivered in English.
- (m) In the event of a dispute arising under these Terms regarding its validity, interpretation, application, and performance or regarding the rights, obligations, and liabilities of the parties under these Terms, you agree to make every effort to resolve the dispute through negotiations within the shortest possible time.

Pre-trial claim settlement procedures are mandatory for the parties. The claim must contain the following information:

- i. the date and time of the circumstances giving rise to the claim;
- ii. the conditions under which such circumstances arose;
- iii. the content of the requirements;

- iv. the signature of the authorized representative of the User and the seal (if any).

If we cannot resolve a dispute or complaint amicably within 30 (thirty) days from the date of sending the claim, all disputes arising from or related to these Terms or the breach thereof, or the rights, obligations and liabilities hereunder, shall be conducted by a sole arbitrator appointed by the arbitral tribunal in England and Wales. Notwithstanding the above, in cases where urgent relief is required, either Party may seek interim or injunctive relief from a competent court.

In exercising our rights, we may initiate and take actions, proceedings, or other actions against the client and any third party and/or other persons as we deem necessary.

- (n) If you have a complaint about the Platform (including any complaint about content appearing on the Platform), please send your complaint to legal@mvpproject.io including your name, address, contact details, a description of your complaint, and, if your complaint relates to content, the URL for the information to which your complaint relates. All complaints or requests must be submitted (and will be considered) in English. We undertake to consider complaints fairly and promptly.

You should direct all feedback, comments, requests for technical support, and other communications relating to the Platform to the Company by email at support@mvpproject.io.

We hold the right to update our contact information multiple times by posting the changes on the Platform. For the latest details on notifying us, please refer to the Platform.