

## **1. GENERAL PROVISIONS**

1.1. This User Agreement (hereinafter referred to as the Agreement) refers to the Website of Smart Arbitrage Systems – ArbiSmart OÜ, located at Arbismart.com.

1.2. The website of the company "ArbiSmart OÜ" (hereinafter referred to as the Website) is the property of ArbiSmart OÜ.

1.3. This Agreement governs the relationship between the Administration of the website of the company "ArbiSmart OÜ" (hereinafter referred to as the Website Administration) and the User of this Website.

1.4. The Website Administration reserves the right to modify, add or delete the clauses of this Agreement at any time without notice to the User.

1.5. Continuation of the use of the Website by the User means acceptance of the Agreement and changes made to this Agreement.

1.6. The User is personally responsible for verifying this Agreement for the presence of changes in it.

## **2. DEFINITIONS OF TERMS**

2.1. The terms listed below have the following meaning for the purposes of this Agreement:

2.1.1 ArbiSmart OÜ- is a company's Website located on the domain name Arbismart.com, which operates through an Internet resource and related services.

2.1.2. The Company's Website is a website containing information about the company, allowing to carry out financial transactions.

2.1.3. The administration of the company's website is authorized employees on the Website management, acting on behalf of ArbiSmart OÜ.

2.1.4. The User of the company's website (hereinafter referred to as the User) is a person who has access to the Website, through the Internet and using the Website.

2.1.5. The content of the company's website (hereinafter referred to as the Content) - protected results of intellectual activity, including texts, their names, articles, illustrations, covers, photographic, derivative, composite and other works, user interfaces, visual interfaces, names, logos, databases, and design, structure, choice, coordination, appearance, general style and location of this Content included in the Website and other intellectual property objects all together and/or separately, contained on the company's website.

## **3. SUBJECT OF THE AGREEMENT**

3.1. The subject of this Agreement is the provision to the User of the company's website of access to the information and services provided on the Website.

3.1.1. *The Website of the company provides the following services to the User:*

- *access to electronic content on a free basis, with the right to view content;*
- *providing the User the opportunity to post comments;*
- *access to information about services on a free basis;*
- *other types of services implemented on the website of the company;*
- *service of support of the company's website on a free basis;*
- *financial transactions (investments) on a fee basis;*
- *collection of financial statistics for the user on a free basis;*

3.1.2. *This Agreement covers all existing (currently functioning) services of the company's website, as well as any subsequent modifications thereof and additional services of the company's website that will appear in the future.*

3.2. Access to the site of the company and the personal account of the user is provided free of charge.

3.3. This Agreement is a public offer. By accessing the Website, the User is deemed to

have acceded to this Agreement.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **4.1. The Website Administration has the right to:**

4.1.1. Change the rules of using the Website, and modify the content of this Website.

Changes come into effect from the moment of publishing the new edition of this Agreement on the Website.

4.1.2. Restrict access to the Website in case of violation of the terms of this Agreement by the User.

4.1.2. Use personal data in order to provide the User with special offers, information on financial transactions, newsletters and other information on behalf of the company's website, by means of e-mails and SMS.

##### **4.2. The User has the right to:**

4.2.1. Get access to the use of the Website after compliance with registration requirements.

4.2.2. Use all the available services on the Website.

4.2.3. Ask any questions relating to the services of the company's website technical support.

4.2.4. Refuse to receive special offers, information on financial transactions, newsletters and other information on behalf of the company's website, by means of e-mails and SMS.

##### **4.3. The User of the Website is obliged to:**

4.3.1. Provide additional information, which is directly related to the services provided by this Website, upon the request of the Website Administration.

4.3.2. Observe the property and non-property rights of authors and other rightholders when using the Website.

4.3.3. Do not take actions that can be considered as violating the normal operation of the Website.

4.3.4. Do not distribute with the use of the Website any confidential and protected information about individuals or legal entities.

4.3.5. Avoid any actions that could result in breach of confidentiality of information.

4.3.6. Do not use the Website to disseminate information of an advertising nature, except as agreed with the Website Administration.

4.3.7. Do not use the services of the company's website in order to:

4.3.7. 1. upload content that is illegal, violates any rights of third parties, promote violence, cruelty, hatred, and (or) discrimination on racial, ethnic, gender, religious, social discrimination, contains inaccurate information and (or) insults to specific individuals, organizations, authorities.

4.3.7. 2. inducement to commit unlawful acts, as well as assistance to persons whose actions are aimed at violating legislative restrictions and prohibitions.

4.3.7. 3. violation of the rights of minors and (or) causing them harm in any form.

4.3.7. 4. infringement of minority rights.

4.3.7. 5. representing yourself for another person or representative of the organization and (or) the community without sufficient rights, including for the employees of the company.

4.3.7. 6. misleading about the properties and characteristics of any of the services provided by the company's website.

4.3.7. 7. incorrect comparison of services, as well as the formation of a negative attitude towards persons (not) using certain services, or condemnation of such persons.

##### **4.4. User is not allowed to:**

4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic

- devices or equivalent manual processes for accessing, using services, copying or tracking the content of the Company's Website;
- 4.4.2. Violate the proper functioning of the Website;
  - 4.4.3. Any way bypassing the navigation structure of the Website to receive or attempt to obtain any information, documents or materials by any means that are not specifically represented by the services of this Website;
  - 4.4.4. Unauthorized access to the functions of the Website, to any other systems or networks related to this Site, as well as to any services offered on the Website;
  - 4.4.4. Violate the security or authentication system on the Website or in any network related to the Website.
  - 4.4.5. Perform reverse search, track or attempt to track any information about any other Website User.
  - 4.4.6. Use the Website and its contents for any purposes prohibited by law, and also incite to any illegal activity or other activity that violates the rights of the company's website or other persons.
  - 4.4.7 Create multiple accounts from the same IP address.

## **5. USING THE COMPANY WEBSITE**

- 5.1. The Website and the Content included in the Website are owned and managed by the Website Administration.
- 5.2. The contents of the Website can not be copied, published, reproduced, transmitted or disseminated in any way, and placed on the global Internet without the prior written consent of the Website Administration.
- 5.3. The content of the Website is protected by copyright, as well as other rights related to intellectual property, and unfair competition law.
- 5.4. Use of the services of the company's website may require the creation of an account of the User.
- 5.5. The user is personally responsible for maintaining the confidentiality of the account information, including the password, as well as for all activity, without exception, which is conducted on behalf of the User of the account.
- 5.6. The user must promptly notify the Website Administration of unauthorized use of his account or password or any other security breach.
- 5.7. The Website Administration has the right to unilaterally cancel the User's account if it has not been used for more than 3 calendar months in a row without notifying the User.
- 5.7. This Agreement extends to all additional terms and conditions on the use of services and provision of services provided on the Website.
- 5.8. Information posted on the Website should not be construed as a modification to this Agreement.
- 5.9. The Website Administration has the right to make changes in the list of services of the company's website at any time without notice to the User.
- 5.10. The documents specified in clauses 5.10.1 to 5.10.2 of this Agreement shall be governed in the relevant part and shall apply to the use of the Website by the User. The following documents are included in this Agreement:
  - 5.10.1. Privacy policy;
  - 5.10.2. Terms of use
- 5.11. Any of the documents listed in cl. 5.10. of this Agreement may be subject to renewal. Changes come into force from the moment of their publication on the Website.

## **6. A RESPONSIBILITY**

- 6.1. Any losses that the User may incur in the event of willful or reckless violation of any

provision of this Agreement, as well as unauthorized access to communications by another User, are not reimbursed by the Website Administration.

6.2. The Website Administration is not responsible for:

6.2.1. Delays or failures in the course of an operation due to force majeure, as well as any malfunction in telecommunications, computer, electrical and other related systems.

6.2.2. The actions of transaction systems, banks, payment systems and for delays related to their work.

6.2.3. The proper operation of the Website, in the event that the User does not have the necessary technical means to use it, and also has no obligation to provide users with such means.

## **7. INFRINGEMENT OF THE CONDITIONS OF THE USER AGREEMENT**

7.1. The Website Administration has the right to disclose any information collected about the User of this Website if the disclosure is necessary in connection with an investigation or a complaint regarding the misuse of the Website or for identifying a User who may violate or interfere with the rights of the Website Administration or the rights of other Website Users.

7.2. The Website Administration has the right to disclose any information about the User that it deems necessary to comply with the provisions of the current legislation or court decisions, ensure compliance with the terms of this Agreement, protect the rights or security of ArbiSmart OÜ, Users.

7.3. The Website Administration has the right to stop and (or) block access to the Website without the prior notification of the User if the User violated this Agreement or the terms of using the Website contained in other documents, as well as in case of termination of the Website or due to a technical problem.

7.4. The Website Administration is not liable to the User or third parties for stopping access to the Website in the event of violation by the User of any provision of this Agreement or other document containing conditions for using the Website.

## **8. DISPUTE RESOLUTION**

8.1. In the event of any differences or disputes between the Parties to this Agreement, a claim (written proposal for the voluntary settlement of the dispute) is a prerequisite before applying to the court.

8.2. The receiver of the claim within 30 calendar days from the date of its receipt shall notify the applicant in writing of the claim about the results of the examination of the claim.

8.3. If it is not possible to resolve the dispute voluntarily, either Party has the right to apply to the court for the protection of its rights, which are provided by the current legislation.

8.4. Any claim regarding the conditions of use of the Website must be made within 14 calendar days after the grounds for the claim arise, with the exception of copyright protection for the materials of the Website protected in accordance with the law. If the conditions of this clause are violated, any claim or cause for action shall be extinguished by limitation of actions.

## **9. ADDITIONAL CONDITIONS**

9.1. The Website Administration does not accept counter-offers from the User regarding changes to this User Agreement.

9.2. User Reviews posted on the Website are not confidential information and can be used by the Website Administration without restrictions.