

# Willing & Able User Agreement

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This User Agreement is concluded between the Willing & Able Licensing LLC, Geronti Kikodze Street 11, 1<sup>st</sup> Floor, 0105 Tbilisi, Republic of Georgia and you as a natural person. It contains general rules and obligations you need to comply with when using our SaaS Applications.

## 1. General Terms

- 1.1 This User Agreement sets out the rules governing:
  - (a) the use of the Account, Platform or Hosted Services (in the following "Hosted Services"); and
  - (b) the transmission, storage and processing of Content and Personal Data by you, or by any person on your behalf, when using the Hosted Services.
- 1.2 References in this User Agreement to "you" and/or to the Subscriber for the Hosted Services and/or any individual user of the Hosted Services should mean you and shall be construed accordingly; references to "us" or the "Provider" means the Willing & Able Licensing LLC and shall be construed accordingly.
- 1.3 We will ask for your acceptance to the terms of this User Agreement before you first register, upload or submit any Content or otherwise use the Hosted Services. By continuously using the Hosted Services, you continuously agree to the rules set out in this User Agreement.
- 1.4 You shall be at least of age in your jurisdiction to use the Hosted Services; and by using the Hosted Services, you warrant and represent to us that you are of age and fully competent under the law in your jurisdiction.

## 2. General Usage Rules

- 2.1 You shall not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or impairment of the availability or accessibility of the Hosted Services.
- 2.2 You shall not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful;
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You shall ensure that all Content complies with the provisions of this User Agreement.

### 3. Unlawful Content

3.1 Content shall not be illegal or unlawful, shall not infringe any person's legal rights, and shall not be capable of giving rise to legal action against any person, in each case in any jurisdiction and under any applicable law.

3.2 Your Content, and the use of Content by us in any manner licensed or otherwise authorized by you, shall not

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other Intellectual Property Rights;
- (d) infringe any right of confidence, right of privacy or right under Data Protection Laws;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets or business secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

3.3 You shall ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

## 4. Graphic Material

- 4.1 Content shall be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children.
- 4.2 Content shall not depict violence in an explicit, graphic or gratuitous manner.
- 4.3 Content shall not be pornographic or sexually explicit.

## 5. Factual Accuracy

- 5.1 Content shall not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in Content and relating to persons (legal or natural) shall be true; and statements of opinion contained in Content and relating to persons (legal or natural) shall be reasonable, be honestly held and indicate the basis of the opinion.

## 6. Negligent Advice

- 6.1 Content shall not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you shall not use the Hosted Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services unless you are a member of a special profession which allow you to use or publish such Content (e.g., lawyer, solicitor, medical doctor, tax advisor etc.).
- 6.2 Content shall not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

## 7. Etiquette

- 7.1 Content shall be appropriate, civil and tasteful, and in accordance with generally accepted standards of etiquette and behavior on the internet.
- 7.2 Content shall not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3 Content shall not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4 You shall not use the Hosted Services to send any hostile communication or any communication intended to insult, harass, threaten, or defame any

person or entity, including such communications directed at a particular person or group of people.

- 7.5 You shall not use the Hosted Services for the purpose of deliberately upsetting or offending others.
- 7.6 You shall not unnecessarily flood the Hosted Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 7.7 You shall ensure that Content does not duplicate other Content available through the Hosted Services.
- 7.8 You shall ensure that Content is appropriately categorized and organized.
- 7.9 You should use appropriate and informative titles for all Content.
- 7.10 You shall always be courteous and polite to other users of the Hosted Services.

## 8. Marketing and Spam

- 8.1 You shall not without our written permission use the Hosted Services for any purpose relating to marketing, advertising, promotion, sale or supply of any product, service or commercial offering, unless the Hosted Services are intended only or mainly for this purpose.
- 8.2 Content shall not constitute or contain spam, and you shall not use the Hosted Services to store or transmit spam, which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3 You shall not send any spam or other marketing communications to any person using any email address or other contact details made available through the Hosted Services or that you find using the Hosted Services.
- 8.4 You shall not use the Hosted Services to promote, host or operate any chain letters, ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 8.5 You shall not use the Hosted Services in any way which is liable to result in the blacklisting of any of our IP addresses.

## 9. Regulated Businesses

- 9.1 You shall not use the Hosted Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.
- 9.2 You shall not use the Hosted Services for any purpose relating to the offering for sale or distribution of drugs or pharmaceuticals, unless you are a member of a special profession which allow you to use or publish such Content (e.g., medical doctor or member of a state regulated pharmaceutical company).
- 9.3 You shall not use the Hosted Services for any purpose relating to the offering for sale or distribution of guns or other weapons, unless you are a member of a special profession which allow you to use or publish such Content (e.g., state licensed manufacturer of guns or other weapons, state authority etc.).
- 9.4 You shall not use the Hosted Services for any purpose relating to the offering for sale or distribution of illegal material, radical right-wing propaganda or rabble-rousing.

## 10. Monitoring and Checks

You acknowledge that we may actively monitor or check the Content and your use of the Hosted Services when we are informed or gain knowledge that you infringe this User Agreement.

## 11. Data Mining

You shall not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Hosted Services.

## 12. Hyperlinks

You shall not link to any material by means of the Hosted Services that would, if it were made available through the Hosted Services, breach the provisions of this User Agreement.

## 13. Harmful software

- 13.1 The Content shall not contain or consist of, and you shall not promote, distribute or execute by means of the Hosted Services, any viruses, worms,

spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

13.2 The Content shall not contain or consist of, and you shall not promote, distribute or execute by means of the Hosted Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

## 14. Purchase and Sale of our Company or Purchase and Sale of Platform

You confirm that you understand that we may transfer the entire Agreement with the Subscriber (e.g., your employer), including Rights and Obligations, Account, Charges, Documentation, Hosted Services, Intellectual Property Rights, Maintenance Services, Mobile App, Personal Data, Platform, Services, Subscriber Confidential Information, Subscriber Data, Support Services, Term and every other functionality, Source Code, Data or Database in relation to the Platform, in whole or in part, in case we conclude a sale of business, shares or stocks, applications or other assets, transfer or restructure our business, that may or may not result in the performance of this Agreement under the same or a new Provider, legal form or company name.

## 15. Partners and Marketing

We conduct our own marketing activities and work with Partners to offer a variety of deals, products and services (e.g., discounts etc.). You instruct us to find deals, products and services for you and to inform you about these deals, products and services by email, SMS or in other ways (e.g., a method used by you to sign-up or verify an account). In order to notify you and provide you with the information you need to participate, we process your Personal Data. Without being able to process your Personal Data for this purpose, we would not be able to perform the services agreed on with you. Therefore, the processing of such Personal Data is required to carry out our services to which the legal basis is Art. 6 (1) (b) and Art. 6 (1) (f) GDPR/UK-GDPR, or similar provisions of other Data Protection Laws.

## 16. SaaS Subscription and Data Processing Agreement

You confirm that you fully reviewed the SaaS Subscription and Data Processing Agreement and that you agree to and will comply with all terms set out in that Agreement that was concluded with the Subscriber (e.g., your employer).

## 17. Privacy Policy and Transparency Document

You confirm that you reviewed the Privacy Policy and Transparency Document and that you know all rights that you have as a Data Subject.

## 18. Data Protection: Your Consent

- 18.1 By registering and using the Platform you give us consent to process any Personal Data you provide to us.
- 18.2 We inform you that you have the right to withdraw your consent at any time with effect for the future. It shall be as easy to withdraw as to give consent. Therefore, you can withdraw your consent by deleting your account at any time.
- 18.3 We inform you, that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

## 19. Data Protection: General Obligations

- 19.1 You shall keep all Personal Data that you process or access by using the Hosted Services strictly confidential. You are strictly prohibited to process Personal Data unauthorized, in particular but not limited to unauthorized collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.
- 19.2 You shall process Personal Data always in accordance with applicable law and observe the Principles of Processing of applicable law.
- 19.3. If GDPR/UK-GDPR is applicable to the processing of Personal Data, you shall process only in accordance with the Principles of GDPR/UK-GDPR, which means Personal Data shall be
  - a) processed lawfully and in a comprehensive manner for the data subject;

- b) collected with the defined, explicit and legitimate purpose and shall not be processed in other way, that is not associated with those purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization');
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the Personal Data are processed;
- f) processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ('integrity and confidentiality').

## 20. Business and Trade Secrets, other Secrets, Intellectual Property Rights, Designs, Wireframes and SaaS Application Functionality

20.1 You shall keep Business and Trade Secrets, other Secrets, Intellectual Property Rights, Designs, Wireframes and SaaS Application Functionality that are property of the Provider, Subscriber or Third Parties, strictly confidential and shall not process and/or copy, examine, analyze, explore, research, study, investigate, document, catalogue, log, note, register, report, write down, screen, recreate, reproduce, clone, duplicate, emulate, imitate, mirror, photocopy, portray, print, replicate, photograph, record, print screen, duplicate, inspect, and/or make them available to any Third Party, your employer or use them in any way without explicit approval of the owner of the respective Business or Trade Secret, other Secret, Intellectual Property Right, Design, Wireframe or SaaS Application Functionality.

20.2 Business and/or Trade Secrets are (at least) all information that are



- a) neither in general nor in their precise arrangement or composition generally known or otherwise available to the persons in circles, who usually handle such type of information and are therefore of economic value;
- b) subject to reasonable confidentiality measures by its lawful owner; and
- c) all information in regards to or about our SaaS Applications, in particular wireframes, functionalities, software architectures and interfaces and designs of the SaaS Applications you use or have access to under this User Agreement.

20.3 Business and Trade Secrets are in particular but not limited to information related to prices, target figures, turnover / profit / income figures, economical figures, current and planned projects, technological and conceptual structures, analytical work, software architectures and interfaces, datasets and their usage, passwords, authorities, duties, suppliers and customers data, data of business partners as well as particularly all confidential information related to customers and suppliers of the Provider, Subscriber or any Third Party, to which you got access by using the Hosted Services when preparing or executing activities regarding to customers and suppliers of the Provider, Subscriber or any Third Party, as for example information on relevant customers or suppliers of the Provider, Subscriber or any Third Party, business processes, infrastructure, business plans and products, software, programming or any information, that you processed during usage of confidential information or by using the Hosted Services.

20.4 You shall comply with any bank secrecy, professional secrecy, telecommunications secrecy, postal secrecy, correspondence secrecy, social data secrecy and any other secrecy, copyright or privacy regulation that is applicable to you, the Provider, Subscriber or any Third Party.

## 21. Arbitration Clause

All disputes arising out of or in connection with this User Agreement, or any other agreement between you, your employer, contractors, partners, us and other parties, are subject to the Arbitration Clause 21 from the "SaaS Subscription and Data Processing Agreement". You hereby confirm that you have read the SaaS Subscription and Data Processing Agreement in full.

## 22. Effects of Termination

Upon termination of this User Agreement, all of the provisions of this User Agreement shall cease to have effect, save that the following provisions of this User Agreement shall survive and continue to have effect, in accordance with their express terms or otherwise indefinitely: Clauses 8.3, 11, 14, 19, 20 and 21.

## 23. Consequences of Violation

Violation of the terms set forth in this User Agreement may lead to suspension or termination of the user's account and/or legal action.