

Effective Date August 10, 2016

# END-USER AGREEMENT

When You use **FraudScore's services**, You are entering into this Services Agreement, together with any Pricing Statements and other agreements (collectively the "Agreement"), applies to and governs Your use of the Services and serves as the agreement between FINTERO BUSINESS INC., a company incorporated and existing in the Seychelles, whose principal office is at SUITE 1, 2 FLOOR, SOUND&VISION HOUSE, FR.RACH.STR., VICTORIA, MAHE, Seychelles also doing business as **FraudScore** ("We," "Us," or "Our" or "provider" or "Provider") and You ("You" or "Your" or "client" or "Client"). You and We are each a "Party" and collectively referred to herein as the "Parties."

By signing to accompany this AGREEMENT, by electronic signature or otherwise, or by accessing or registering, using Our Services (Effective Date), You agree to be bound by this AGREEMENT and all terms incorporated by reference (including when you are using **FraudScore's services** on behalf of a company).

Questions about this Agreement may be directed to: [sales@fraudscore.mobi](mailto:sales@fraudscore.mobi).

## SUBJECT OF CONTRACT

The client (You) sends data to the provider (We) for data analysis. The provider (We) analyses this data using the provider's (Our) own algorithm to store and present the client's (You) data. The provided data (Our) will be stored / used to identify and abnormal Traffic to decrease his costs for unwanted marketing activities. A technical integration needs to be done on client (You) side according to the technical instructions provided by the provider (We).

## 1. DEFINITIONS

Capitalized terms used in this AGREEMENT are defined herein and incorporated by reference into the Pricing Statements. Capitalized terms defined in the Pricing Statements but not defined in the AGREEMENT are incorporated by reference herein.

**"Billing Practices"** has the meaning set forth in Section 4.

**"Confidential Information"** has the meaning set forth in Section 17.

**"Data"** refers to all information that You collect or ask Us to measure and/or attribute through the Services.

**"FraudScore's services"** - the online, web-based and mobile-based applications ordered by You through an Order Form and provided by FraudScore via <http://fraudscore.mobi> or other designated websites or IP addresses or mobile applications, as communicated to You by

FraudScore Platform.

**“Personal Data”** refers to Data that is linked to an individual’s device and can specifically identify that individual. In the FraudScore Platform, usernames, email address and phone numbers are considered Personal Data.

**“Pricing Statement”** - systematic list of valid FraudScore's services with the prices that published on the web-site to the address: <http://fraudscore.mobi/pricing/>.

**“Order Form”** shall mean either (a) a document signed by both parties identifying FraudScore's services purchased by You and made available by FraudScore pursuant to this Agreement or (b) Your selection and acceptance of a specific pricing tier for the FraudScore's services, which are set forth at <http://fraudscore.mobi/pricing>, via the online purchasing process at <http://fraudscore.mobi/pricing>.

**"Intellectual Property Rights"** shall mean on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

## **2. YOUR ACCOUNT**

You assume sole responsibility for maintaining the confidentiality and security of the username and password used to manage Your account. You agree to assume sole responsibility for all activities that occur under Your account or via use of Your password.

## **3. LICENSE**

We hereby grant You a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access, use and implement Our Services, Websites, Platforms and Materials (collectively, the “User Licenses”) subject to the terms of this Agreement. The User Licenses do not include or authorize: (a) any resale or commercial use of Our Materials therein.

## **4. BILLING PRACTICES AND PAYMENT.**

4.1. The terms of this section are collectively referred to as “Billing Practices.” You agree to be bound by Our Billing Practices in effect at any given time. Additional information regarding term and termination, if any, may be located in a Pricing Statement. The Parties agree to the following reciprocal pricing principles:

4.1(i). If You are using FraudScore's services, billing begins on the Effective Date, and thereafter We will invoice You according to Your Pricing Statement. Except as otherwise set forth in an Order Form, if You incur overages, We will invoice You at the end of each calendar month in

arrears for such overages. If, during the calendar month, You wish to upgrade to a new pricing plan (“Upgrade”). If You choose to Upgrade, the billing month and Your pricing plan will re-start, and Your new pricing plan Fee for the Upgrade will be credited based on any unused portion of Your original pricing plan. You will be billed the pricing plan Fee in advance of each billing period.

4.1(ii). The prices paid hereunder are non-refundable.

4.1(iii). Except as otherwise set forth in an Order Form, the FraudScore's services will automatically renew on a monthly basis unless and until You terminates the FraudScore's services by providing written notice to FraudScore (email is acceptable) or selecting the cancellation option on the dashboard of the FraudScore's services. Such termination will be effective as of the last day of the calendar month during which such termination notice is received.

4.1(iv). Except as otherwise set forth in an Order Form, fees due hereunder will be billed to Your credit card and You authorizes the card issuer to pay all such amounts and authorizes FraudScore (or its billing agent) to charge the credit card account until You or FraudScore cancels or terminates the FraudScore's services as set forth herein; provided that if payment is not received from the credit card issuer, You agrees to pay all amounts due upon demand. You must provide current, complete and accurate billing and credit card information. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which You shall be responsible to pay.

4.1(v). Except as otherwise set forth in an Order Form, You authorize Us to provide and bill for Your use of the Platforms and Services when You exceed the limit, and such invoices shall be sent by email, due and payable within ten (10) days following the end of each calendar month. All Service Fees (as described in the Pricing Statements) are payable according to this Agreement in United States currency. You are responsible for any fees associated with sending a wire transfer and for any costs or indebtedness resulting from currency exchange. Payments made via automatic credit/debit card billing will appear on the active credit/debit card bill as “FraudScore.” You acknowledge and agree that We will not be required to obtain additional authorization for each monthly billing. Payment is due upon receipt unless stated otherwise in a Pricing Statement.

4.2. You are responsible for paying any and all applicable sales, use or withholding tax (if any) due to all taxing authorities arising from, or in connection with, Your participation in the Platforms or use of the Services including, without limitation, taxes and related fees, costs and penalties incurred by You, Your Partners and any third party network operators pursuant to the applicable state’s tax law.

4.3. Except for termination, failure to use the Platforms or the Services does not constitute a basis for refusing to pay any of the associated Service Fees. You are responsible for all Service Fees incurred on or before the effective date of termination, even if such Service Fees do not become due and payable until after the effective date of termination. You will not receive any refund or prorated refund for amounts previously paid or amounts owed up to the effective date of termination. We reserve the right to send Your account to collections for nonpayment and to use Your information for debt collection purposes if Your Services are terminated.

4.4. If You fail to make any scheduled payment for accrued Service Fees, such overdue amounts are subject to interest charges and your account may be suspended or deactivated for non-payment or pending chargeback disputes.

## **5. SUPPORT**

As part of the Services, You will have access to phone, email or chat support from Our support team. Absent special circumstances, all support will be provided in the English Language.

## **6. DISCLAIMERS**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT OF ALL APPLICABLE LAWS, THE WEBSITES (INCLUDING ALL INFORMATION THEREON), THE SERVICES AND PLATFORMS ARE PROVIDED BY US AS A NEUTRAL HOST AND ON AN "AS IS" BASIS, AND WE DISCLAIM: (I) ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE SERVICES, WEBSITES, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (II) ANY WARRANTY THAT THE PLATFORMS, OUR PRODUCTS, SERVICES OR INFORMATION WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVERS ARE FREE OF VIRUSES, SPYWARE, MALWARE OR OTHER HARMFUL COMPONENTS; AND (III) LIABILITY FOR ANY THIRD PARTY'S SECURITY METHODS AND PROTECTION PROCEDURES. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY RESULTS OBTAINABLE THROUGH THE SERVICES AND/OR ASSOCIATED PRODUCTS. YOU MUST USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD. NO ADVICE OR INFORMATION, WHETHER VERBAL OR WRITTEN, WE GIVE THROUGH THE PLATFORMS, WEBSITES, AND THE MAT SDK AND/OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION AND/OR GUARANTEE NOT EXPRESSLY STATED HEREIN.

You acknowledge and agree that there are risks associated with utilizing an Internet-based service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your account, including, but not limited to Your Data.

## **7. REPRESENTATIONS AND WARRANTIES**

7.1. You represent and warrant that, in the event You are collecting Data from end users directly (including, without limitation, through Your websites or services), You have provided to such end users legally-sufficient notice (including, without limitation, by posting a legally-sufficient privacy policy that discloses Your use of the Data for marketing purposes), and have obtained any legally-required informed consent from such end users, regarding the collection, use and sharing of any such user Data. Likewise, You represent and warrant that, in the event You are

obtaining Data about end users indirectly from one or more third parties (including, without limitation, Partners, ad networks, publishers, advertisers, and/or data partners), You have contractually required each such third party to provide legally-sufficient notice to end users (including, without limitation, by posting a legally-sufficient privacy policy) at the point of Data collection, and to obtain any legally-required informed consent from such end users, regarding any collection by such third party of any such user Data (including, without limitation, IP addresses, mobile device identifiers, or other identifiers).

7.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY SHALL MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## **8. LIMITATIONS OF LIABILITY**

8.1. IN NO EVENT SHALL YOU OR WE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED BY USING THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY RECORDS, PROGRAMS OR SERVICES.

## **9. INDEMNIFICATION**

9.1. Claims Against You. We, at Our own expense, will defend, indemnify and hold You harmless against any losses, damages, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees, and pay any settlement amounts or awarded damages arising out of any third party claim, suit or action to the extent that such claim, suit or action is based upon an allegation that: (i) Our performance of any of Our obligations contemplated under this Agreement infringes on any rights of any third party (including, without limitation, any intellectual property rights, privacy rights or publicity rights); or (ii) We have breached any of Our obligations, representations or warranties hereunder. The foregoing obligations are conditioned on You promptly notifying Us in writing of such claim.

9.2. Claims Against Us. You, at Your own expense, will defend, indemnify and hold Us and Our Subsidiaries and Vendors and Suppliers and Our directors, officers, employees, shareholders and representatives harmless against any losses, damages, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees, and pay any settlement amounts or awarded damages arising out of any third party claim, suit or proceeding, to the extent that such claim, suit or action is based upon an allegation that: (i) Your performance of any of Your obligations contemplated under this Agreement infringes any rights of any third party (including, without limitation, any trade secret, trademark, copyright, or patent or other intellectual property right of any third party, privacy rights or publicity rights); or (ii) You have breached any of Your obligations, representations or warranties hereunder. The foregoing obligations are conditioned on Us promptly notifying You in writing of such claim.

## **10. GOVERNING LAW AND JURISDICTION**

10.1. This Agreement is governed by and construed in accordance with applicable law of the Republic of Cyprus, without regard to principles of conflicts of laws.

## **11. DATA PROTECTION**

11.1 Clients are obliged to inform their users about the option to reject analytics / tracking according to the respective data protection laws of the country. Where applicable users must have the option to opt out of analytics / tracking.

11.2 Deletion of existing FraudScore Accounts:

Clients who do not comply with the requirements have to delete their FraudScore Account, as this information has been collected illegally.

## **12. SUSPENSION**

Notwithstanding any of the provisions of this Agreement, We reserve the right to immediately suspend Your use of the Services and Platforms ("Suspension") where We believe that: (a) You breached this Agreement; (b) You or Your Partners are conducting commercial activities that are not fully compliant with all applicable local, state and federal laws and regulations.

## **13. TERMINATION**

Upon termination, the following terms apply: (a) the User Licenses and any and all other licenses and rights granted to You in connection with this Agreement will immediately cease and terminate. You are responsible for any outstanding balances and balances incurred.

## **14. CANCELLATION**

If not agreed otherwise clients may cancel the service at any time. Cancellation requires to be in written form by sending an Email to [sales@fraudscore.mobi](mailto:sales@fraudscore.mobi) or by cancelling the service within the FraudScore's services. If not agreed otherwise We may cancel the service at any time. Cancellation requires to be in written form by sending an Email of the Client or by cancelling the service within the FraudScore's services. If not agreed otherwise the service costs accrued until the end of current billing cycle and are be billed according the to applicable rate together with the respective base fee.

## **15. MISCELLANEOUS**

### **15.1. FORCE MAJEURE**

Other than for payment obligations arising hereunder, the Parties agree that neither You nor We will be liable for failure to perform caused by acts of God, fires, explosions, telecommunications, Internet or network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, insurrections, riots, wars, strikes or other labor difficulties, or any act or omission of any other person or entity. You or We will give Us or You notice and will use commercially reasonable efforts to minimize the impact of any such event.

### **15.2. ELECTRONIC SIGNATURES**

You acknowledge and agree that by submitting an electronic version of Your signature through an electronic signature program as a means of accepting this Agreement, You are submitting a legally binding electronic signature and are entering into a legally binding contract.

### **15.3. SEVERABILITY AND SURVIVABILITY**

If any provision or any portion of any provision of this Agreement is held to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions hereof. The following sections will survive any termination of the Agreement: Ownership, Confidentiality, Pricing, Billing Practices and Payment, Representation and Warranties, Limitation of Liability and Indemnification.

### **15.4. MODIFICATION OF THE AGREEMENT.**

We reserve the right, at our sole discretion, to change or modify whole or portions of the Agreement at any time without further notice. Changes to the Agreement will be posted on the <http://fraudscore.mobi>. Your continued use of the FraudScore's services after any such changes constitutes your acceptance of the new Agreement . If you do not agree to abide by these or any future Agreement, do not use or access (or continue to use or access) the FraudScore's services. Any amendment to the Agreement published on the <http://fraudscore.mobi> will be immediately applicable to Users and Visitors.

## **16. INTELLECTUAL PROPERTY**

Trademark and Copyright License. Each Party hereby grants to the other Party a non-exclusive royalty-free license, during the Term, to use, publicly display and perform, distribute and display the trademarks, including logos as part of or in connection with promotion and marketing.

## **17. CONFIDENTIALITY**

Each Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as permitted by the Agreement) or divulge to any third party all or any portion of a Disclosing Party's Confidential Information. Each party agrees to restrict access to the other party's Confidential Information only to those employees or consultants who (i) require access in the course of their assigned duties and responsibilities and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth herein or are under a legal obligation or ethical duty to be bound by the confidentiality obligations contained herein.

Each party agrees that the following information will not be considered Confidential Information, information that: (i) is or becomes generally available to the public or part of the public domain through no fault of the Receiving Party; (ii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) information that was in the Receiving Party's possession or known by such Receiving Party prior to receipt from the Disclosing Party as evidenced by its prior written records; or (iv) was rightfully obtained from a third party without violation of law or any duty of confidentiality

Each party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause the Disclosing Party imminent irreparable injury and that such party may be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief (without the need to post bond) in the event the Receiving Party does not fulfill its obligations under this Section. Notwithstanding the foregoing; neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice (where permitted by law or regulation) is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

## **18. RESTRICTIONS**

Unless otherwise indicated, the FraudScore's services and all content, including, without limitation, entire or partial algorithms, code and code segments, trading strategies, data transformations, data analysis and manipulation functions, tools, software, data, databases, text, messages, images, graphics, video files, audio files, ideas and other information and materials, and the selection and arrangement thereof, are Our proprietary property or are licensed to Us and are protected by Republic of Cyprus and international intellectual property laws. Any use, copying, redistribution and/or publication of any part of FraudScore's services, other than as authorized by this Agreement or expressly authorized in writing by Us, is strictly prohibited. In addition, the look and feel of the FraudScore's services, Platforms and Websites is part of Our Marks and may not be copied, imitated or used, in whole or in part, without Our prior written

permission. You do not acquire any ownership rights to the Platforms or any of Our Materials made available by and through the Services, Platforms, or Websites, and We reserve all rights not expressly granted in this Agreement.

#### **19. DATA RETENTION**

We will retain your data for 3 months in order to provide you services by FraudScore. If you wish to cancel your account or request that we no longer use your information to provide you services contact us at [sales@fraudscore.mobi](mailto:sales@fraudscore.mobi). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.