

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE!

1. SCOPE OF APPLICATION

These Terms of Service (“Terms”) govern the access and use of the website, the applications, content, products, and services made available in the website owned by Certria EOOD (“Certria,” “we,” “us”) (hereinafter referred to as the “Terms of Service”). Your access and use of the Website constitutes your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Website.

We may amend the Terms related to the Website from time to time. Amendments will be effective upon our posting of such updated Terms. Your continued access or use of the Website after such posting constitutes your consent to be bound by the Terms, as amended.

Certria may immediately terminate these Terms or the access to the domain and sub-domains with respect to you, or generally cease offering or deny access at any time for any reason

2. DEFINITIONS

The Platform

is an online system designated to assist Certria with the provision of end-to-end managed compliance solutions and services, spanning the full spectrum of technical and corporate services. The Platform is also designed as a vault to house digital licenses for safekeeping and compliance purposes. Certria does not issue or hold such gambling permits.

For the purpose of these Terms, the following definitions apply:

Account

means the account created by the Website upon registration.

Client

means any legal entity, or an individual, accessing the content, products, and services of the Platform with a registered account.

Corporate provider

means a Fiduciary company that will incorporate a company on behalf the shareholders and will act as the director of said company.

License

is a permit to operate a gambling game or a series of gambling services in a particular jurisdiction. The License is usually issued by the relevant regulatory authority, such as a gaming board or gambling commission.

Malicious acts

are actions or omissions that could disrupt, damage, disable, overburden, impair or compromise the services under this Terms, the Platform, the Website and any operational system, network and data server of Certria, its clients and other users and third parties used in connection to the services and this Terms, including but not limited to fraudulent acts, hacking into or inserting malicious code, including harmful data, as well as any actions or omissions which can be classified as a violation of the applicable legislation.

Malicious code

means malware, ransomware, adware, spyware, viruses, worms, time bombs, Trojan horses, robots, denial-of-service attacks and other malicious code, files, scripts, agents or programs that could interrupt, damage, destroy or limit the functionality of any software or hardware.

**Payment Processors**

is a company appointed by a merchant to handle transactions from various channels such as credit cards and debit cards for merchant acquiring banks.

Seal

means the code snippet issued by Certria that is featured on the Operator's websites indicating the operation status.

Service Charges

means, as applicable, the membership fee, services fees and time spend.

Software Providers

means any provider of gambling software "computer software for use in connection with remote gambling", but does not include anything for use solely in connection with a gaming machine.

Supplier

means any 3rd party company providing product or services to Operators.

Partner

means any Supplier with a valid account for the Platform.

Operator

means any licensed entity, that has access to the Platform.

User

means any individual with an account, able to access the Platform.

Website

means the World Wide Web site operated by Certria at <https://console.certria.com> or any replacement URL.

3. MODULES

The Platform is composed by the following modules:

A. Seal Management Platform

It gives the User an easy Client and License management options and provides an overview of all the license statuses, license expiration dates, registered domains/aliases and Client Company details. Each Client profile can also provide detailed information about the Seal traffic that can be visualized and grouped per Country. The Seal Management Platform includes Geo-Blocking feature that entitles us to block access to the seal from specific countries, or block all access to a non-compliant domain, as long as the Seal code snippet is not removed from the page.

B. KYC

Rapid onboarding module. This module allows the Partner user to pre-determine a list of KYC requirements that a Client must fulfil in order to be compliant. Each Client's requirement can be individually chosen from this list to suite specific cases, making it very flexible. The module features Client document upload area as well as Partner review page that allows for the review and approval/rejection of each document.

C. Backup service module

This feature allows the Partner to monitor and supervise the Client's backup compliance. This module allows the Client to create a unique script that can be manually or automatically executed to upload all backup data to the platform.

D. Online License Validation

This module provides the possibility for the License to be validated at any point in time through the platform. This eliminates the risk of a Client using a paper certificate that is invalid or suspended, as well as reduces the risk of forgery. A notarized copy of the Certificate can also be requested for your records.

E. Corporate Profile module

This module allows Corporate providers, Software Providers, Payment Processors to access to all necessary documentation, information and contacts for each individual Client, where the Client has allowed access to the module in accordance to the GDPR requirements.



F. Supplier registration module

This module allows each Client to directly request registration or application to a Software provider or Payment processor via the Platform. We offer the services to fill in all application forms instead of the Client. This will allow for a much faster registration of services as well as full transparency to all engaged parties. This module also has a subscription service that will send notifications to all Providers that are already registered with a Client. The notification includes all status changes with the license of the Clients (suspend, reactivate, etc.), as well as expiration date reminders and other license information.

G. Notification centre

This module allows each Supplier, for a fee, to register to updates for their assigned Operators. The notifications include, but are not limited to, Change of Operator's license status, addition of new Geo-blocked regions per domain, registration of new Domains, registration of Agreements, successful critical data backup,

4. REGISTRATION

Legal status

You may become registered user of the Website, in case you are legal entity, or an individual of eighteen (18) years of age or older who can form legally binding contracts, and you accept these Terms of Service by click on the "I have read and accepted the Terms of Services" button. By becoming a Registered User, you agree to: (1) abide by the Terms of Service and the processes, procedures, and guidelines described throughout the Website; (2) be financially responsible for your use of the Website and the purchase or delivery of services; and (3) perform your obligations in relation to the purchase or delivery of services, unless such obligations are prohibited by law or by the Terms of Service.

Registration

To become a Registered User you must register for an Account, or request the Website's administration to register an account for you. When you log in and use the system (the web site) of Certria, you declare your willingness to use the services provided by Certria and you are obliged to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Website, and to update this information to maintain its truthfulness, accuracy and completeness.

At your registration you enter password satisfying the minimal security requirements laid down by Certria. The lowest level of complexity for the password is: 7-symbol containing alphabetical and numeric symbols.

Initial registration of legal entities

The representative of the legal entity sends a registration request via email, providing the company name and details. The administration of the Platform will create an account for the representative.

Accounts and Profiles

Following your request, the Website will create your Account with the Platform and associate it with an account number. During registration, a password will be created for the Account. As a Registered User, you agree and you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access this Website. Certria is fully authorized to assume that any person using the Website with your username and password is you or is authorized to act on your behalf. You agree to notify us immediately if you suspect any unauthorized use of the Account.

5. LEGAL RELATIONSHIPS

A. Client

The present Terms of Services include the entire agreement between Certria and the Client. Nothing in these Terms of Service shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between Certria and the Client.

B. Corporate provider

Certria is not a party to the dealing, contracting and fulfilment of any agreement between a Client and a Corporate provider. Certria has no control over and does not guarantee the quality, safety or legality of any services performed or deliverables created, advertised, the truth or accuracy of project listings, the qualifications, background, or abilities of Clients and Corporate providers.



C. **Supplier**

Certria is not a party to the dealing, contracting and fulfilment of any agreement between a Supplier and an Operator. Certria has no control over and does not guarantee the quality, safety or legality of any services performed or deliverables created, advertised, the truth or accuracy of project listings, the qualifications, background, or abilities of Supplier and Operator.

D. **Partner**

Certria is not a party to the dealing, contracting and fulfilment of any agreement between a Partner and an Operator. Certria has no control over and does not guarantee the quality, safety or legality of any services performed or deliverables created, advertised, the truth or accuracy of project listings, the qualifications, background, or abilities of Partner and Operator.

E. **Software provider**

Certria is not a party to the dealing, contracting and fulfilment of any agreement between a Software provider and a User. Certria has no control over and does not guarantee the quality, safety or legality of any services performed or deliverables created, advertised, the truth or accuracy of project listings, the qualifications, background, or abilities of Software provider and User.

F. **User**

The present Terms of Services include the entire agreement between Certria and the User. Nothing in these Terms of Service shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between Certria and the User.

6. **FEES**

The fees and time spend are determined by your services schedule.

We reserve the right to change the fees at any time, at the sole discretion of Certria and upon reasonable notice posted in advance on the Website. No refunds of fees already paid will be given.

7. **TERM. TERMINATION AND SUSPENSION**

A. **These Terms of Service** shall enter into force and shall be binding for you when you access and use of the Website until termination of your account by yourself or by Certria in accordance with the present Terms.

B. **Either party may terminate** the contractual agreement represented by these Terms of Service at any time upon notice to the other party. In such event, your Account is automatically terminated and

- (1) Certria shall continue to perform those services necessary to complete any open transaction between you and another User; and
- (2) you shall continue to be obligated to pay any amounts accrued but unpaid as of the date of termination for any service.

C. **Any termination of an Account** will automatically lead to the termination of all related profiles.

D. **Following the termination** of your Account your data, messages, files and other material you keep on the Website, may be deleted along with all your previous posts and proposals.

8. **INTELLECTUAL PROPERTY. INTELLECTUAL PROPERTY OWNERSHIP**

For the purpose of this section, the following definitions apply:

Content

means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, opinions, remarks, comments, artwork, links, questions, suggestions, information or other materials, including materials, information and advertisings provided by third parties.



Certria Content

means Content owned or used by Certria and made available through the Website, but excluding Content provided by third parties.

Subject to your compliance with these Terms, Certria grants you a limited, non-exclusive, non-transferable right:

- (1) to view any Certria Content solely for your personal and non-commercial purposes; and
- (2) to view any Content to which you are permitted access solely for your personal and non-commercial purposes.

YOU MAY NOT

use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Website, Certria Content or Content, except as expressly permitted by these Terms.

Certria alone shall own all right, title and interest, including all related intellectual property rights, in and to the Website or Certria Content.

Certria shall not be held liable for any violations of intellectual property rights performed by means of the Content provided by third parties.

9. REPRESENTATIONS, DISCLAIMERS, LIMITATIONS AND EXCLUSIONS

A. User Representations and Warranties. All Users represent, warrant, and agree:

1. to use the services provided by Certria as per the present Terms of services, Privacy Policy and IP Policy.
2. grant access to an Account only to users authorized to act on behalf of the User and only in accordance with these Terms of Service.
3. not to perform Malicious acts or use any device, software, Malicious code or routine intended to damage or interfere with the operation of the Website or any transaction being conducted through the Website.
4. that they will not use the Website to violate any law or regulation of the Republic of Bulgaria, EU law or any international law or treaty.

B. Indemnity. You agree to indemnify and hold Certria and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:

- (i) your breach or violation of any of these Terms;
- (ii) your violation of the rights of any third party, including intellectual property rights.

C. Certria shall not be liable in case of damages caused to User's and third party's software, hardware, networks or servers caused by Malicious acts and use of Malicious code transmitted to or through the Website, the Platform or the services by any user or third party.

10. COLLECTING PERSONAL DATA

In order to provide the services offered, Certria must collect personal data for his customers (full name, address, telephone, e-mail). Collecting confidential personal data is also imposed by the fact that in certain circumstances the public authorities have the legal right to require personal information for identification.

Certria is a registered Personal Data Controller with the Bulgarian Personal Data Protection Commission, having its identification number 425502. Certria EOOD conducts its activities in strict compliance with the requirements of the Personal Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of this data (General Data Protection Regulation), in order to ensure confidentiality and lawful processing of its clients' personal data.



Certria shall use personal data collected exclusively and only for the purpose of effectively providing services under the present Terms of Services. Detailed information about the purposes of personal data processing and the rights of personal data subject is available on Certria web site at: https://www.certria.com/?page_id=263 or in the stores of the company.

Certria guarantees to its customers, the confidentiality of the information and personal data provided. The latter shall not be used, disclosed or handed over to any third parties, apart from the cases and under the terms and conditions, specified in these General Terms and Conditions, Privacy statement and the Consent, provided by the Customer. Certria protects the personal data of the User/Customer, disclosed by the customers.

11. MISCELLANEOUS TERMS AND CONDITIONS

A. Applicable Law

These Terms are governed by and construed in accordance with the laws of the Republic of Bulgaria and European Law

B. Severability

Should any portion or provision of these Terms of Services prove to be invalid or unenforceable the rest of these Terms of Services shall not be affected by such invalidity or unenforceability and any such invalid or unenforceable portion or provision shall be deemed severed from these Terms of Services.

C. Assignment or Transfer

None of the registered users shall be entitled to transfer, assign or delegate rights or obligations (including Account) under these Terms of Service to anyone without the express written permission of Certria, and any attempt to do so will be null and void. Certria may assign these Terms of Service in its sole discretion.

D. Legal Status

Certria, located in Sofia, Bulgaria, is the provider of the electronic commercial service on the Website. Registered Users are notified in advance regarding any applicable service charges. Please feel free to contact Certria to resolve a complaint regarding any aspect of our service at compliance@certria.com

E. Force Majeure

Except for the payment of fees to Certria, neither party shall be liable to the other for any loss or damage which might be suffered as a result of the fulfilment of any obligation under these Terms being prevented, hindered or delayed by reason of circumstances or events beyond the reasonable control of the party relying on such prevention, hindrance, restriction or delay from performing any of the obligations herein, whether foreseeable or not, including but not limited to any act of god, nature, strike, lockouts, work stoppage, labor disturbance, fire, War, (declared or undeclared), war-like operations, riot, insurrection, terrorism, criminal acts, hijacking, piracy or piracy like acts, computer attacks or Malicious acts, such as, but not limited to, attacks on or through the internet, any internet service provider, telecommunications or hosting facility, violation of applicable law, regulation or order of court or other instrumentality of government, or quasi-governmental body (a "Force Majeure Event"). The time for performance of such party shall be extended by the period of such delay.

F. Clause Headings

The clause headings in this Contract are for reference only.

G. Notice

All Notices, requests, and other communications hereunder shall be in writing in English and shall be deemed to have been duly given or made when sent by e- mail.