

Terms of service

This copyright protection and enforcement agreement (the "Agreement") is entered between you ("you") and MAREFEAT LTD, a company existing under the laws of Belize having its principal place of business at New Horizon Building, Ground Floor, 3 1/2 Miles Philip S.W. Goldson Highway, Belize City, Belize (the "Company"), together referred as the "Parties" and separately as a "Party" and

YOU HEREBY EXPRESS YOUR FULL AND UNCONDITIONAL CONSTANT, INTER ALIA, BY USING ANY COMPANY'S SERVICE OR MAKING ANY STEP TOWARDS FULFILLMENT OF YOUR OBLIGATION UNDER THIS AGREEMENT, INCLUDING ANY PAYMENT TOWARDS THE COMPANY DIRECTLY OR THROUGH COMPANY'S APPOINTED AGENTS, BE BOUND BY THE TERMS OF THIS AGREEMENT AND ABIDE BY IT.

1. APPOINTMENT AND AUTHORISATION TO ACT ON YOUR BEHALF

You hereby appoint the Company (on a non-exclusive basis) to act on your behalf to search, identify, enforce, and prosecute your copyrighted materials, including but not limited to the rights in motion pictures, photography, trademarks (the "Works"), and which are made publicly available on the web-sites. Particular list of Works and web-sites for the provision of services may be agreed by the Parties separately and from time to time. Hereby you also authorize the Company to act and take actions against third parties, which infringe your rights in Works by, inter alia, uploading, downloading, or otherwise sharing and distributing unauthorized copies of the Works on the Internet. The services provided by the Company (the "Services") to you may include:

Conduct a search over the Internet to identify any potential copyright infringement in relation to the Works;

Make claims on your behalf in respect of such identified and confirmed by the Client infringements; and

Take agreed enforcement actions against the infringers to cause them to stop the infringement.

Particular scope of Services, timing, enforcement actions and other details may be agreed by the Parties before the commencement of Services, and amended by mutual consent from time to time.

2. STANDARD OF SERVICE

The Company shall use its commercially reasonable efforts and comply with laws and regulations applicable to the Service while rendering the Services to you. The Company represents and warrants that it has sufficient technological capabilities to identify infringements over the Internet of the copyrights in the Works.

The Company shall act on the basis of documents and information related to the Works provided by you and you shall always provide necessary full, true, and accurate information, and update the Company on any changes which may affect the provision of Services without undue delay.

3. PROVISION OF SERVICES

Normally, the Company shall perform the search part of the Services and provide you with a list of URLs for further actions, including takedown notices, to confirm with the Client that they meet the Content Flagging Criteria agreed with you in advance. You shall in reasonable time review the list, make approvals and/or deletions in respect of the URLs and the content, and return it to the Company with any comments and specific instructions, if any. Once the Company receives the reviewed list it shall take the enforcement part of the Service, and take the approved enforcement actions.

However, the Company and you may agree on any other procedure for the performance of Services and such an agreement will prevail.

Any form of misuse of Services, including impersonification, false and vexatious claims, use of undeclared purpose, use for other unfair methods or inadmissible means that violate applicable law or this Agreement, is prohibited.

4. FEES AND PAYMENTS

The Company operates a wide range of tariff plans for various scenarios of copyright protection and enforcement, including fee per volume, fee per action or infringement, fixed monthly or other regular fee (the "Fees"), and you will be subscribed to the plan of your choice. The Party may agree on any individual terms in respect of fees of payments, and availability of such an individual plan for you shall be at the absolute discretion of the Company. All statistics for the purposes of billing shall be based on Company's data and reporting system.

If your subscription plan provides for any offered trial period then the Company shall provide the Services in testing mode free from any payment during such a trial period, however, if you proceed with the Services beyond the trial period, they will attract Fees based on your tariff plan or individual agreement.

You shall pay the Fees in accordance with your tariff plan be either an advance fee or post-payment, as applicable, by any available and agreed methods of payment offered by the Company, which may include wire transfers, bank card payment, e-money payment, crypto payment, and others. You must always follow the payment instruction of the Company and bear the risk of any delays and/or loss of funds caused by any payment providers. The Company may provide payment through its agents and such agents will only be limited by receiving payment on behalf of the Company and not authorized to enter into any contact, receive notices, alter this Agreement or make any agreements for their own.

The Company provides the ability to perform payments by using payment service providers. You shall have the right to select any payment service provider available. You agree that the Company is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees, banking commissions or currency fees applied to your transaction.

You acknowledge and agree that any credit card and related billing and payment information that you provide to the Company may be shared companies who work on Company's behalf such as payment processors and/or credit agencies solely for the purpose of checking credit and/or effecting payment to the Company. The Company shall not be liable for any use or disclosure of such information by such third party.

Any paid Fees are non-refundable unless otherwise agreed by the Parties. Once you started receiving the Services it is agreed that it lose the right of withdrawal, including any cooling-off period refund. You must not use the chargeback instead of any refund procedure, and any attempts to use it will be contested and our will be charged for the actual and also estimated costs and losses of the Company for the breach of this Agreement. Where the chargeback procedure is used in bad faith the Company shall have the right to report the case and disclose all available information to any relevant law enforcement agency, financial institution and any card payment associations, risk alert organisations, and any other company involved in prevention of unfair and fraudulent use of chargebacks.

5. TAXATION AND INDEPENDENT CONTRACTOR

The Fees include all applicable taxes and shall be paid in full without any deduction. You shall not be responsible for withholding taxes with respect to the Company's Fees. If any

deduction shall be made due to any tax or similar law or regulation you shall gross up the Fees in such a way that the Company receives the agreed Fee as if no deduction is to be made. The Company shall always be an independent contractor and not the partner of the Client.

6. REPRESENTATION, WARRANTY AND INDEMNITY

Each Party represents and warrants to the other Party that: (i) it has full right, power and authority to enter into this Agreement and to perform the acts hereunder, and in case you are an individual – you have attained the legal age or your home jurisdiction but in any case you are at least 18 years old; (ii) execution of this Agreement and the performance of its obligations and duties hereunder, do not and will not violate any other agreement to which it is a party, and (iii) it is unaware of any governmental law, regulation or rule that would be violated by its execution of this Agreement or its performance of its obligations and duties hereunder.

You shall indemnify, defend, and hold Company and Company's officers, directors, shareholders, employees, representatives, agents and the like free and harmless from, any and all claims, damages, losses, liability, expense and lawsuits (including reasonable attorneys' fees) arising out of or relating to: (i) any alleged or actual misrepresentation or breach by you of any provision of this Agreement; and (ii) any of your act or omission, or any of your directors, shareholders, employees, representatives, attorneys, agents and the like in the performance of this Agreement.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY IN RELATION TO ANY CLAIMS ARISING FROM AND/OR IN RELATION TO YOUR USE OF THE SERVICE, OPERATION OF A PROGRAM AND/OR FROM OUR EFFORT AND/OR OUR ACTIONS INTENDING TO PROVIDE THE SERVICE, INCLUDING BUT NOT LIMITED TO INCIDENTAL AND CONSEQUENTIAL DAMAGES.

THE COMPANY'S LIABILITY WILL BE LIMITED BY THE AMOUNT OF FEE SPECIFIC TO THE CERTAIN YOUR INSTRUCTION IN QUESTION AND IN ANY EVENT SHALL NOT EXCEED USD 1,000.

8. CONFIDENTIALITY

Subject to the other terms of this Agreement, each Party shall: (i) hold any and all information, in document, electronic or any other form, received by itself, representatives, employees, advisers or agents, from the disclosing Party, representatives, employees, advisers or agents, whether written or oral, which relates, without limitation, to the disclosing Party's business (including without limitation, business plans, financial and commercial data, customer information, marketing plans, etc.), technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software design and architecture, computer programs, computer code, modules, scripts, algorithms, features and modes of operations, etc.), techniques, methodologies, testing procedures, analysis and performance information, user documentation, internal documentation and features, products, services, strategies, trade secrets, know-how, formulas, processes, ideas and inventions (whether or not patentable), as well as names and expertise of employees, consultants, customers and prospects, know-how which previously has been or is presently or subsequently disclosed to the receiving Party, and all other information that should reasonably be recognized as confidential information of the disclosing Party, (the "Confidential Information") in strict confidence; and (ii) use the Confidential Information provided by the disclosing Party only to perform the

obligations set forth in the Agreement; and (iii) not disclose the Confidential Information in whole or in part to any third party, except as authorized beforehand by the disclosing Party in writing; and (iv) not copy or reproduce the documents or media that embody the Confidential Information, unless necessary to perform the obligations set forth in the Agreement and after written authorization beforehand by the disclosing Party.

The confidentiality provisions shall not apply to any information that: (i) publicly available without any fault of the receiving Party; and/or (ii) the receiving Party possesses this information prior to the receipt from the disclosing Party; and/or (iii) independently developed by the receiving Party; and/or (iv) obtained by the receiving Party from a third party without any obligation of confidentiality to the disclosing Party.

The receiving Party may disclose the Confidential Information only to those of its employees, directors, officers or agents who need to know the same but only to the extent necessary to perform its obligations set forth in the Agreement, and only if such employees or representatives are advised of the confidential nature of such Confidential Information and the terms of this Agreement and have executed written agreements with the disclosing party to ensure compliance with all the provisions of this Agreement.

Nothing in this Agreement shall prohibit the receiving party from disclosing Confidential Information of the disclosing party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding, and the disclosing Party to the extent permitted by applicable law shall inform the other Party on such disclosure.

9. TERM AND TERMINATION

This Agreement shall be in force until terminated by either Party by a 48-hours notice or the lapse of a trial period without actual continuation of the Services.

In case of your gross misconduct, including provision of misleading or false information, the Company may terminate this Agreement without a prior notice and with immediate effect.

The Parties agree that: (i) there will be no liability to the Party due to the termination or other ending of the Agreement and relationship in accordance with these terms and/or applicable law, except for the cases of breach; and (ii) the termination and termination notice provisions of this Agreement are reasonable, are not unconscionable or otherwise unfair and neither Party will ever so claim; and (iii) the representation, warranties, and indemnity terms, and confidentiality obligations survive the termination of this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising out of this Agreement shall be submitted and finally resolved by the state courts at the place of the Company.

11. MISCELLANEOUS

The Parties acknowledge that nothing in this Agreement is meant to transfer to the Company any of your rights in the Works and all such rights are retained by you.

No amendment, change or modification of this Agreement shall be valid unless agreed in writing or via electronic mail communication by the Parties.

This Agreement and any subordinate agreements constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

All media releases, public announcements, interviews, and any form of advertising or promotion by any of the Parties relating to this Agreement or the Services herein shall be subject to prior written approval of either Party.

You shall not assign any of its rights under this Agreement, without the prior written consent of the Company.

The parties hereto agree that facsimile signatures and signatures sent by electronic mail shall be as effective as if originals.