



TERMS OF USE

OF THE "MELLOW" INTERACTIVE SERVICE

Date of entry into force: 28th of July, 2025

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DEFINITIONS

For the purposes of these Terms of Use the following definitions shall have the following meanings:

"Customer" means a legal entity or an individual entrepreneur who registered with the Mellow Service as the Customer and executed the Customer Agreement on Performance of Works and Rendering of Services.

"Date of task completion" means a date of works performance/rendering of services completion, determined by the Customer in the Personal Profile upon a task setup for fulfillment by the Subcontractor.

"Mediation Rules" means a set of rules regulating procedures of amicable/alternative dispute resolution between the Customer, the Operator and the Subcontractor, available on the Internet at <https://mellow.io/documents/mediation-rules>.

"Operator" means **TMS SolarWeb Limited**, a company duly registered and operating under the laws of the Republic of Cyprus under registration No. HE 329931, registered at: Cyprus, Limassol 3030, Theklas Lysiotti 17, PISSAS BUILDING, 5&6th floor, and its subsidiaries and affiliates if applicable.

"Personal Profile" means the personalized module of the Mellow Service, closed for public access. Personal Profile is accessed by entering authentication details on the Mellow Service login page: login (username) and password (access code).

"Safe Deal" means a service guaranteeing (i) payment for performed and accepted tasks by using by the Mellow Service of monetary funds holding tool; (ii) passing KYC compliance procedure by users of Mellow Service; (iii) duly personal data processing of Mellow users in accordance with GDPR terms; (iv) duly payment data processing of Mellow users in accordance with PCI DSS established standards; (v) support and assistance of Mellow Service users at out of court settlement of disputes.

"Mellow Mediation" means a subdivision of the Contractor established for the purposes of disputes administration between the Parties in accordance with Mediation Rules.

"Mellow Service" means the online interactive service managed by the Operator, available via URL <https://www.mellow.io>, and the Mellow mobile application.

"Mellow Service's Fee" or **"Fee"** means a fee due to be paid by the Customer and/or Subcontractor in accordance with provisions of these Terms of Use and the Customer Agreement on Performance of Works and Rendering of Services/the Customer Offer Agreement on Performance of Works and Rendering of Services/the Subcontractor Offer Agreement on Performance of Works and Rendering of Services/Agency Agreement for Managing of Agreements with Customers for the use of the Mellow Service with appliance of the Safe Deal. The Fee amount for the Customer and/or the Subcontractor is determined in accordance with the rules set out in the "Mellow Service's Fees and Commissions" (the document is available on the Internet via URL: <https://mellow.io/pricing>).

"Subcontractor" means an individual; or an individual entrepreneur; or an individual registered as self-employed person or having another status in accordance with the jurisdiction of his/her residence, and who has registered with the Mellow Service as a Subcontractor and accepted the terms of the Subcontractor Offer Agreement on Performance of Works and Rendering of Services.

"Offer" means a commercial offer created by the Subcontractor for the Customers with the terms of the assignments (tasks) for the provision/performance of specific Work/Services, which specifies the name of the Work/Service, the cost of each Work/Service, the deadline for performance, the Fee and other relevant details. Creating and managing Offers is done through the Mellow mobile application.



GENERAL PROVISIONS

These Terms of Use establish the principles and conditions of Your use of the "**Mellow**" (or "**Mellow.io**") interactive service located on the Internet on the website <https://www.mellow.io> (the "**Mellow Service**"), which is provided and operated by the Operator. These Terms of Use constitute a legally binding agreement between the Internet user (notwithstanding whether the user is a natural person or an authorized representative or employee of a legal entity) accessing and using the Mellow Service and accepting these Terms of Use and all associated documents, including but not limited to the Privacy Policy included by reference herein ("**You**") and the Operator with respect to Your access to and use of the Mellow Service, and its provisions may be enforced against You under applicable law. Please read and review these Terms of Use before commence using the Mellow Service. By accessing or using the Mellow Service You acknowledge that You have read, understand and agree to be legally bound by all of the provisions of these Terms of Use without any limitations whatsoever. These Terms of Use are subject to change; please review these Terms of Use each time You access and/or use the Mellow Service. You acknowledge and agree that by accessing or using the Mellow Service, You shall be deemed as having accepted the most recent version of these Terms of Use. If You do not agree to follow the terms of and/or be bound by these Terms of Use, You may not access or use the Mellow Service in any way.

For the purposes of these Terms of Use the term "Mellow Service" includes but is not limited to the Mellow Service itself, underlying software programs, software algorithms, databases and hardware, all content available on or by means of the Mellow Service, all Mellow Service design elements and all of the interactive services and functionality provided on or through the Mellow Service, and any and all other elements and parts of the Mellow Service without any limitation. You will be deemed using the Mellow Service anytime You access (via computer, mobile device or other technology) or otherwise interact or communicate with or connect to, the Mellow Service or any parts or sections thereof or interact or communicate with other users of the Mellow Service by means and with help of the Mellow Service.

These Terms of Use apply to only and exclusively to Mellow Service, apply only to Your rights and responsibilities in connection with Your use of Mellow Service and do not apply to Your use of, or rights and responsibilities regarding, any other websites including but not limited to any other websites that may be operated or offered by the Operator or other third parties.

These Terms of Use constitute an integral part of, and are incorporated by reference in, the following legal documents regulating Your relationship with the Operator or Flime B.V., a company duly registered and operating under the laws of the Netherlands under registration No. 72189436, registered at De Entree 232,1101 EE, Amsterdam, the Netherlands or Solar Staff Corp., a company incorporated in the State of Delaware of the United States of America, Delaware State File Number 5879268, with its office located at One World Trade Center, 85th floor, New York, NY 10007, USA (hereinafter each separately referred to as the "**General Contractor**" or "Contractor" or "Agent") that You, as a user of the Mellow Service, may enter into with the Operator or General Contractor, or the terms of which You may accept, and execution or acceptance of terms of such documents notwithstanding the territory of Your operations shall constitute Your express consent to be legally bound, inter alia, by these Terms of Use without any limitations:

- Customer Agreement on Performance of Works and Rendering of Services;
- Customer Offer Agreement on Performance of Works and Rendering of Services;
- Subcontractor Offer Agreement on Performance of Works and Rendering of Services.
- Agency Agreement for Managing of Agreements with Customers.

Your access to and/or use of the Mellow Service and/or any part, feature or functionality thereof at any moment signifies Your agreement to be bound by the most recent version of these Terms of Use.



By accepting these Terms of Use and agreeing to be bound by them, You agree that Your access and use of the Mellow Service must be at all times performed in strict accordance with the following rules:

- You must use the Mellow Service in accordance with its designated purpose only;
- Your accessing and use of the Mellow Service must be performed by You in full compliance with these Terms of Use, other applicable documents related to the Mellow Service and all applicable laws (including but not limited to legislation and regulations regarding economic sanctions, anti-money laundering, combating terrorist financing, anti-corruption);
- You must always provide correct, true, current, and complete information about Yourself and parties You represent, whichever is applicable;
- You must not perform any action listed in the "*Restrictions*" section of these Terms of Use.

By accepting these Terms of Use and agreeing to be bound by them, You represent and warrant that You have not been included in any trade embargo or any international and/or economic sanctions list as published from time to time by applicable international bodies and/or government authorities of any country concerned, and You do not intend to use the Mellow Service neither for the benefit of any sanctioned person nor for the acquisition/delivering/providing goods or services which are subject to an export or import ban under applicable laws of any country concerned.

USER ELIGIBILITY

If You intend to use the Mellow Service as a Subcontractor/Principal under Agency Agreement for Managing of Agreements with Customers, You must be not less than 14 (Fourteen) full years of age if You are a citizen of a member state of the Commonwealth of Independent States, and not less than 15 (Fifteen) full years of age if You are a citizen of the European Union or any other country. At that if You are a minor in the jurisdiction of your residence, You shall obtain all necessary permissions and consents for performance of Works and/or rendering of Services under this Offer Agreement if such are required under the applicable laws. The Operator reserves the right to report use of the Mellow Service by minors to the appropriate officials.

If You intend to use the Mellow Service as a Customer, You must be duly authorized by the legal entity You represent to register with the Mellow Service and use its functionality. The Operator reserves the right to investigate attempts of use of the Mellow Service by parties not officially authorized to represent legal entities these parties claim to represent and report such attempts to the appropriate officials.

REGISTRATION, ACCEPTANCE PROCEDURE AND PAYMENTS

Depending on Your intended use of the Mellow Service (i.e. as a Subcontractor or as a Customer) You may be asked to provide certain registration details and personal data for identity verification in order to access the Mellow Service and use the Mellow Service.

By agreeing to these Terms of Use, when You register as a user of the Mellow Service or at any time in the future after Your registration, you accept that KYC compliance procedure in relation to a user of the Mellow Service, including the user's identity verification, may be required in certain cases (as specified in Annex No. 1 hereto or notified otherwise) and in this regard You authorize the Operator to undertake these compliance checks on You, either directly or by using relevant third party service providers which on the Operator's behalf will carry out such verifications, and/or by using third party databases and other sources. The Operator reserves the right to monitor and review on an ongoing basis any information You provided as necessary to satisfy any applicable law, regulation, sanctions program, embargo, legal process, or competent authorities' request. You authorize the Operator to conduct necessary investigations directly or through third party service providers to (i) protect the Operator, General Contractor, Mellow Service's business partners, Customers and



Subcontractors from any illegal activities to which the Mellow Service may be exposed, (ii) in case there is a suspicion of money laundering, terrorist financing, fraud, other illegal activities conducted through the Mellow Service, (iii) verify the information You provided (if necessary, including but not limited to, Your residential address, specialization and payment-related information) and Your information against third party databases and other sources, (iv) meet goals set in the "*Consent to Monitor*" section of these Terms of Use, or (v) as required by applicable laws. You also agree that for these purposes additional information about Yourself (including but not limited to information about Your business, professional experience, expertise in relation to works and services to be performed or performed under a relevant agreement on performance of works and rendering of services) may be requested by the Operator at any time considered necessary and You agree to cooperate with all reasonable requests made by the Operator and You permit the Operator to keep records of such information. The Operator will collect and process such information in accordance with Mellow Service's Privacy Policy. You also expressly agree that in case of failure to verify Your identity (whatever the reason) or to provide the relevant information, or in case there is a good reason to suspect that you are behaving fraudulently and/or criminally or that Your use of the Mellow Service could damage Mellow Service's reputation, the Operator has the right to refuse, suspend or terminate Your access to the Mellow Service or any of its resources and to suspend or terminate Your Personal Profile at any time.

You expressly agree that all of the information You provide upon registration with the Mellow Service must be correct, true, current, and complete, and agree to timely update any information You provide to the Operator to maintain the integrity and accuracy of the information, and also provide any other additional documents and information on reasonable request made by the Operator and/or as required under applicable laws.

Providing misleading or false information about Your identity is forbidden and constitutes a material breach of these Terms of Use. If the Operator believes that the information You provide is not correct, truthful, current, or complete, or is false or misleading, the Operator has the right to refuse, suspend or terminate Your access to this Mellow Service or any of its resources and to suspend or terminate Your Personal Profile at any time.

When You register as a user of the Mellow Service and accept these Terms of Use, You are required to create a login/Email and a password for logging into Your Personal Profile on the Mellow Service. You are personally and solely responsible for any use of the Mellow Service with Your login/Email and password. You agree to take due care in protecting Your login/Email and password against misuse by third parties and promptly notify the Operator about any misuse via the following e-mail: support@mellow.io.

The Subcontractor may maintain only one Personal Profile in the Mellow Service at any given time, except as otherwise expressly authorized by the Operator.

The Customer, upon registration in the Mellow Service and entering into its Personal Profile, can create a team of Subcontractors, and thereafter upon invitation of the Subcontractors into the team, the Customer can make tasks for execution by a Subcontractor. Upon creation by the Customer of a respective task at its Personal Profile, the Subcontractor receives at its email a notification of new task receipt. At that the task is in "*not confirmed*" status.

If the Customer creates a team of Subcontractors by means of API method (API protocol, hereafter referred to as "API"), the Customer undertakes to ensure that each Subcontractor of such a team read, accepted, and executed the terms of the Subcontractor Offer Agreement on Performance of Works and Rendering of Services prior to their use of the Mellow Service, as well as the Subcontractor is in compliance with and follows the terms of the Subcontractors Offer Agreement on Performance of Works and Rendering of Services in their subsequent accessing or using the Mellow Service. At that, in case of transfer of tasks via API, the Customer undertakes risks independently for correct execution and acceptance of tasks by Subcontractors, as well as for the transfer of rights under these tasks. In addition, the Customer undertakes to ensure the identity verification of the Subcontractors in accordance with the rules of the Mellow Service on mandatory identity verification (as specified in Annex No. 1 hereto or notified otherwise) and to cooperate with the Operator in passing the KYC compliance procedure by the Customer's team of Subcontractors and/or in providing information at the request of the competent authorities or payment partners of the Operator.

The Subcontractor upon registration in the Mellow Service and entering its Personal Profile can read the Customer's task conditions and accept it for execution. At that to the Customer's task the status "*in progress*"



is assigned automatically, the moment of the task's status change is considered to be the beginning of works performance/services rendering under the respective Customer's task.

The Subcontractor upon registration in the Mellow Service and entering its Personal Profile has the option to create a team of Subcontractors (by inviting Subcontractors to the Mellow Service). Each Subcontractor invited to join the team must register with Mellow in accordance with the procedure set forth in these Terms of Use. A list of all Subcontractors invited to the team is displayed in the "Team" section of the Personal Profile of the Subcontractor who created the team.

The Subcontractor can create an Offer for subsequent submission to the Customers. Creation of the Offer by a Subcontractor is carried out by clicking on the "Create Offer" interactive button in the Subcontractor's Personal Profile. To create the Offer, the Subcontractor needs to fill in all the required data in the areas available in the Offer creation interface. The number of tasks (Works/Services) in one Offer is unlimited. If the Customer is interested in the Works/Services on the terms and conditions presented in the Offer, the Customer may either accept the Offer by clicking the "accept" button or reject it by taking the necessary actions in the interface, based on the Mellow Service prompts. The personalized "Offer" sections in the Customer's and Subcontractor's Personal Profiles reflect all accepted Offers being worked on (for Customers) and all created Offers (for Subcontractors).

The Subcontractor who created the Offer may perform the respective tasks from the Offer either alone or as part of a team of subcontractors invited by him/her. The Subcontractor creating the Offer is the Teamlead. The Teamlead's selection of Subcontractors from an invited team of Subcontractors to work on the task(s) that are the subject of the Offer is possible only if the relevant Subcontractors from the team agree to the terms of performance/provision of the Work/services under such Offer.

The Subcontractor (the Teamlead), when creating the Offer, independently sets the remuneration for which the Subcontractor (with a team, if applicable) is ready to perform/render the Works/Services to the Customer. The Subcontractor can send the Offer to any Customer. In order to accept the Offer, the Customer shall register in the Mellow Service as set forth in these Terms of Use and shall also accept the Offer Terms and Conditions (which are available to the Customer with the Offer). Upon acceptance of the Offer by the Customer, performance of the Work or rendering of the Services (specified in the Offer), as well as acceptance and payment, shall be carried out in accordance with the general procedure approved by these Terms of Use. If the Offer is not accepted by the Customer and the relevant assignments (tasks) are not set, nothing in the Offer will impose any obligations on the Subcontractor (and, if applicable, team) and the Customer, and the Offer will be cancelled.

The Subcontractor upon completion of works performance/services rendering under the respective task shall attach results of performed works to the task in its Personal Profile and shall press rollover button "finish". At that to the Customer's task the status "pending acceptance" is assigned automatically and the Customer may view the result of performed works.

Upon completion by the Subcontractor of works performance/services rendering under the respective task, the Customer may not cancel the task without preliminary consent of the Subcontractor in the Personal Profile.

In the event when the Customer has no objections to the quality of performed works/rendered services under the respective task, the Customer shall press rollover button "accept" in its Personal Profile within 15 (fifteen) calendar days. At that to the Customer's task the status "pending payment" is assigned automatically.

In the event when the Customer is not satisfied with quality, time period, or other of performed works/rendered services under the task, the Customer may send the task to the Subcontractor for revision. At that to the Customer's task the status "in progress" is assigned automatically.

Upon expiry of fifteen-days period stated above, that is on the sixteenth calendar day the Customer's capability to create new and accept other existing tasks in its personal profile will be blocked, with exception to the tasks in relation to which the acceptance or sending for revision are overdue. At that blocking will be automatically



released upon acceptance or sending for revision by the Customer of such overdue tasks. The provisions of this paragraph of the Terms of Use do not apply if the Safe Deal service is activated for the Customer.

Upon correction of all errors under the respective task, the Customer shall press rollover button “*accept*” and thereby confirm that the Customer has no complains to the quality of performed works/rendered services. At that to the Customer’s task the status “*pending payment*” is assigned automatically.

The Customer shall pay for respective task within 60 (sixty) calendar days from the moment of its acceptance. In the event when the Customer does not pay for the task within the specified time, the amount equal to the cost of respective task will be automatically deducted from the Customer’s balance in the Personal Profile. The provisions of this paragraph of the Terms of Use do not apply if the Safe Deal service is activated for the Customer.

Upon activation of the Safe Deal service, the Customer undertakes to ensure the availability of monetary funds on its account balance at Mellow Service in the amount equal to the cost of created tasks. For the purposes of securing of duly payment of respective tasks after completion and acceptance thereof, Mellow Service will automatically put on hold (reserve) the Customer’s monetary funds. The reserved amount can be used by the Customer/Mellow Service only for payment of the tasks for which the respective amount has been put on hold.

The cost of tasks includes Mellow Service’s Fee due to be paid by the Customer and/or the Subcontractor. The Mellow Service’s Fee may be withheld when setting up a task by the Customer and/or at the time of a remuneration withdrawal by the Subcontractor or by another method determined by the Operator.

The Customer and the Subcontractor shall independently pay the Mellow Service’s Fee/fully authorize the deduction of the Mellow Service’s Fee by the Operator from the amounts displayed in their Personal Profile, which is distributed between them in accordance with the rules set out in the “Mellow Service’s Fees and Commissions” (the document is available on the Internet via URL: <https://www.mellow.io/pricing>). At that, if applicable, the Subcontractor fully acknowledges the obligation to pay the Mellow Service’s Fee, fulfilled through the Operator withholding this Fee during the Subcontractor’s withdrawal of funds from the Personal Profile.

The Safe Deal shall be added by the Operator to the Customer automatically and monetary funds of the of the Customer are put on hold:

- (i) at the time of a task’s creation in Mellow Service. Thus for creation of a task in its Personal Profile, the Customer undertakes to ensure the availability of monetary funds at its account balance in Mellow Service, and after creation of the task, the amount (necessary for payment of such task) is put on hold from Customer’s account balance; or
- (ii) at the moment of completed task acceptance. Thus the Customer undertakes to ensure the availability of sufficient monetary funds at its account balance in Mellow Service for ability to accept performed Works and/or rendered Services under respective task; or
- (iii) in accordance with special terms and conditions of the Customer’s monetary funds holding. At that the arrangement of special terms is possible in exceptional cases and in presence of specific circumstances, which shall be considered by Mellow Service. The Customer may notify thereof by e-mail: sales@mellow.io.

In the course of the Safe Deal the Customer undertakes to fulfil acceptance of performed works/rendered services in accordance with tasks’ acceptance procedure stated hereinabove. At that if the Customer does not accept performed works/rendered services under the task and does not send the task for revision, upon expiry of named fifteen-days period stated above, that is on the sixteenth calendar day, the acceptance of respective task shall be performed automatically in Sola Staff Service and “*pending payment*” status is assigned to the task.

In the course of the Safe Deal the Customer shall pay for respective task within 7 (seven) calendar days from the date of its acceptance. In the event if the Customer does not pay for the task within specified time, the



amount being on hold for payment for such task will be automatically deducted on the eighth calendar day after the task's acceptance from the Customer's account balance in Mellow Service, with exception to the Safe Deal service activated in accordance with special terms and conditions of the Customer's monetary funds holding.

In the course of the Safe Deal the Customer, when creating a task, undertakes to set a deadline for beginning of such task performance, in particular to state exact date and time prior to which the task shall be accepted by the Subcontractor for execution. In case if the Subcontractor does not accept the task for execution, such task will be automatically returned to the Customer by Mellow Service. At that the Customer at its sole discretion shall: (i) cancel the task in Mellow Service, or (ii) return the task to the Subcontractor with amended deadline. If the task is cancelled due to the failure of Subcontractor to meet the deadline for acceptance for execution of the task, the Customer has the right to cancel such task without any confirmation of the Subcontractor or Mellow Service.

In the course of the Safe Deal if it is necessary to make changes to a task which has already been accepted for execution by the Subcontractor, the Customer must obtain the Subcontractor's consent/confirmation for respective changes through the functionality of the Mellow Service, at that "*approval of changes*" status is assigned to such task.

In the course of the Safe Deal, if the Subcontractor does not agree with task conditions and/or has comments to the task, the Subcontractor shall click on the rollover button "*open dispute*" in his/her Personal Profile and provide appropriate comments. The Customer has the right to suggest to the Subcontractor necessary changes/revisions to the task, by sending a message through the Personal Profile. At that in case of any issues in dispute both the Customer and the Subcontractor have the right to contact the support service of Mellow Service by e-mail: support@mellow.io to initiate an out of court dispute resolution procedure (including settlement under the Mediation Rules of Mellow Mediation).

For the avoidance of doubts, in any event the payment for performed works/rendered services by the Subcontractor within setup Date of task completion, regardless of such task acceptance by the Customer in accordance with the procedure described above, shall be performed by the Operator in compliance with terms of the Offer Agreement on Performance of Works and Rendering of Services only after payment for named task by the Customer or automatic deduction of an amount equal to the cost of such task from the Customer's balance, as stated above.

The currency of the Subcontractor's remuneration set forth by the task may differ from the currency Rouble of the Russian Federation, provisioned by the Mellow Service for receipt of the remuneration by the Subcontractor registered as an individual entrepreneur in accordance with the laws of the Russian Federation.

If the currency of the Subcontractor's remuneration under a particular task differs from the currency related to the option for the remuneration receipt selected by the Subcontractor, as specified herein above, the remuneration shall be converted by Mellow Service into the currency selected by the Subcontractor for the Remuneration receipt at the moment when the Subcontractor presses the "*withdraw*" button in its Personal Profile. At that:

- (i) the discussed conversion shall be made in accordance with applicable currency exchange rates stated in the Personal Profile of Mellow Service;
- (ii) the Subcontractor independently carries all financial risks relating to the discussed conversion, including the risks related to possible fluctuations of currency exchange rates.
- (iii) in case if the remuneration amount actually credited to the Subcontractor's means of payment exceeds the payment amount indicated in a list of transactions at the Subcontractor's Personal Profile due to technical deficiencies or other reasons, the Subcontractor must return to the Operator the monetary difference between actually received remuneration amount and payment amount in Mellow Service (the "**Refund amount**"). For the purposes of compliance with obligations provisioned by this subclause the Subcontractor shall transfer to



the Operator the Refund amount, in accordance with instructions received from the Mellow Service's customer support, less all applicable fees which are due to be paid by the Subcontractor to third parties (i.e. bank, payment service provider etc.) for performance of such monetary transfer, or full Refund amount subject to further compensation by the Operator to the Subcontractor of all applicable fees which are due to be paid by the Subcontractor to third parties (i.e. bank, payment service provider etc.). Until the Subcontractor fulfills its obligations hereunder, the Operator shall automatically and with immediate effect write off the Refund amount from the Subcontractor's balance at his/her Personal Profile in Mellow Service. Upon receipt of the Refund amount by the Operator to the payment means as instructed by the Mellow Service's customer support, the Operator shall cancel the Refund amount write off at the Subcontractor's balance at his/her Personal Profile in Mellow Service. For evidence of actually credited remuneration amount to payment means of the Subcontractor in excess of the amount paid in Mellow Service, the Operator shall use data of the billing system as well as information received from its payment partners and/or suppliers in any accessible form (i.e. information letters, reports, extracts, print screens of profiles and others) or other forms of conformation. If the Subcontractor does not agree with the fact that received remuneration amount exceeds the payment amount in Mellow Service, the Subcontractor may provide to the Operator respective evidences in the form of transactions extract from his/her payment means where the time period when the disputed payment was made shall be indicated. At that the payment means and transactions time period shall be clearly stated (i.e. card mask, account number, electronic wallet number and others shall be identified), and all information on credited amounts shall be depicted including creditor, date, time of funds crediting and other supporting data requested by the Operator.

If there is a need to fully or partially transfer/convert the funds available in the Customer's balance in Personal Profile to another currency (different from the currency in which the balance was funded), based on the Customer's written request specifying the amount required for the conversion, the conversion shall be made at the discretion of Mellow Service under one of the following conditions:

- (i) at the applicable exchange rate listed in the Personal Area of the Mellow Service at the time of the transaction; or
- (ii) at the applicable exchange rate applicable at the time of the balance top-up in the currency for which conversion is requested; or
- (iii) in accordance with the average applicable exchange rate, the values of which are indicated and updated in the Personal Profile of the Mellow Service.

That is, the conversion is performed either at the current exchange rate at the time of the conversion, or at the exchange rate applied at the time of the balance top-up, or at the exchange rate representing the average of the rates applied in the period from the time of the balance top-up by the Customer to the time of the conversion/transfer request. The Customer independently carries all financial risks relating to the discussed conversion, including the risks related to possible fluctuations of currency exchange rates.

When returning monetary funds to the Customer (unspent part of the advance payment), as stipulated in the Customer Agreement on Performance of Works and Rendering of Services/the Customer Offer Agreement on Performance of Works and Rendering of Services and at the Customer's request or when necessary, the return may occur in a currency different from the one in the Customer's Personal Profile. In such cases, the Mellow Service will recalculate the Customer's account balance into another currency using the exchange rate of the European Central Bank/the Central Bank of the Russian Federation on the day of settlement, or by another method specified in the previous paragraph, as determined at the sole discretion of the Mellow Service. Regardless of the chosen conversion method, the Customer assumes all financial risks associated with the conversion, including potential losses due to fluctuations in exchange rates.

In case if the Subcontractor fails to meet the Date of task completion, and if such Date of task completion is not extended by means of written agreement between the parties, the Customer may not perform payment for performed works/rendered services under such task, even though the specified task was accepted by the Customer in the Personal Profile or API.



When the Customer presses the rollover button “pay” in its Personal Profile, the status “*task completed*” is assigned to the task automatically, the moment of such status change of the task shall be the moment of works performance/services rendering completion under the Customer’s task, and respective date will be indicated in the works/services acceptance act.

If upon expiry of 3 (three) years from the moment when to the Customer’s task the status “*pending payment*” was assigned, the payment for performed works/rendered services under respective task has not been made by the Customer through Mellow Service, and within three years period stated above the Parties had not addressed claims in respect to the payment of remuneration and/or regarding the quality of performed works/rendered services under the respective task, it will be considered that the Subcontractor has no claims against the Operator or/and the Customer for the payment of remuneration, and the Customer has no claims against the Subcontractor and/or the Operator regarding the quality of performed works/rendered services under the respective task. At that the Operator has the right to archive the respective task in Mellow Service, as the result of which “*archived*” status shall be assigned to such task.

In certain cases, the Subcontractor may also use the Mellow Service under an agency model, whereby an Agency Agreement for Managing of Agreements with Customers is concluded between the Subcontractor (as the Principal) and the Operator, or the company of its group, or its partner (as the Agent). Under this agreement, the Operator, or the company of its group, or its partner participates in engagement of Customers (if applicable) and enters into agreements with Customers on its own name but in the interests of the Subcontractor (the Principal), as well as manages such agreements.

THIRD-PARTY PROVIDER FEES

Mellow relies on banks, payment processors, and other third parties (collectively referred to as “**Third-Party Providers**”) to process transactions in connection with Your agreements with Mellow and/or Your use of the Mellow Service (hereinafter referred to as “**Interactions with Mellow**”). In this regard, You may be responsible for charges, fees, commissions, or other related payments payable to these Third-Party Providers (hereinafter referred to as the “**Charges**”).

In the event that Third-Party Providers impose Charges for executing transactions related to Your Interactions with Mellow (including, but not limited to, topping up balances in Personal Profiles via bank card payment, withdrawing remuneration from Personal Profiles, or processing refund requests), the burden of paying such Charges shall be borne by You, as a Customer or a Subcontractor. Under no circumstances shall Mellow be held liable for these Charges.

Mellow reserves the right, at its sole discretion, to pay such Charges itself and subsequently require reimbursement from You including by deducting the relevant amounts of Charges from Your balances in/or funds subject to crediting to your Personal Profile in the Mellow Service.

You expressly agree to pay all Charges in the course of your Interactions with Mellow, as well as accept that the amount of Charges may be unilaterally changed by the Third-Party Providers without prior notice.

You additionally consent that if You are a Customer of Mellow, and a refund is to be processed to You (in accordance with the provisions outlined in the Customer Agreement on Performance of Works and Rendering of Services):

- (i) Charges previously paid by You are not eligible for refund;
- (ii) You shall fully compensate Mellow all Charges accrued due to such refund and shall promptly reimburse Mellow for the specified Charges and any related expenses upon Mellow's request.

You shall also be responsible for and pay any fees charged by your bank or card issuer (including any international transaction fees, card processing fees, and transfer to overseas service charges) relating to your Interactions with Mellow.



PRIVACY, PERSONAL DATA AND COOKIE POLICY

The information required to be provided in connection with Your use of the Mellow Service may include certain personal data. Collection, use and processing of Your personal data by the Operator, as well as the applicable cookie file policy, are governed by the Mellow Service's Privacy Policy, available at <https://mellow.io/documents/privacy-policy> and Cookies Policy available at <https://mellow.io/documents/cookie-policy>.

You expressly agree that when You provide the Operator or the Mellow Service with information about third parties-subjects of personal data (including your Customer, Subcontractor, and persons invited to the team of Subcontractors), you have a legal basis for this and you received all necessary consents from these personal data subjects to collect, process and use this information in the Mellow Service for the purposes such information is collected, processed and used by You.

CONSENT TO MONITOR

The Operator reserves the right, but is under no obligation, to monitor Your Personal Profile and Your activities on the Mellow Service related to Your Personal Profile for the purposes of confirming that You use the Mellow Service in full accordance with these Terms of Use and applicable law. You hereby grant the Operator Your express permission and consent to monitor Your Personal Profile and all activities performed under Your Personal Profile for purposes of confirming legal use of the Mellow Service and identifying instances of restricted use and potential violations of these Terms of Use and applicable law.

RESTRICTIONS

By accepting these Terms of Use You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Terms of Use:

- display, copy, store, modify, adapt, reverse engineer, sell, publish, make available to the public or redistribute the Mellow Service or any services or functionality made available to You via the Mellow Service;
- allow any third party to access and use the Mellow Service using Your login and password;
- use the Mellow Service for any illegal purposes;
- impersonate (equal to using any data of a third party in the Personal Profile) or falsely claim affiliation with any person or entity and register as the Subcontractor a group (association) of persons or a legal entity;
- use (link) payment means in Your Personal Profile and/or withdraw remunerations to payment means that do not belong to You and/or are issued in the name of third parties, except in cases where You notify the Operator in advance and provide sufficient information and documents for the verification of such third parties. The Operator reserves the right to request You any documents necessary to verify the holder of payment means linked to Your Personal Profile. You must provide these documents to the Operator within 3 working days from the date of the request;
- misrepresent, defraud or defame others;
- negatively present the Mellow Service and/or the Operator and/or its affiliates;
- transmit malicious software code on or with help of the Mellow Service;



- collect information of other users through the Mellow Service;
- interrupt the normal operation of or tamper with the Mellow Service or any functionality contained in or provided through the Mellow Service, or any servers used in providing the Mellow Service, or to unreasonably affect others' use of the Mellow Service in any way;
- invade privacy of other Mellow Service users by means of phishing, identity theft and other means;
- use bots, spiders, offline readers or other automated software systems to access or use the Mellow Service;
- otherwise use the Mellow Service for engaging in any activities that are illegal under laws of any jurisdiction or that encourage criminal conduct;
- use the Mellow Service for any purposes other than those expressly permitted under these Terms of Use.

You explicitly agree to provide, upon the Operator's request, sufficient, accurate, and up-to-date information and documents necessary for the Operator to confirm Your compliance with these Terms of Use, including the "*Restrictions*" Section. Breach of this "*Restrictions*" Section shall constitute a material breach of these Terms of Use by You and a direct violation of applicable laws. Unauthorized access and use of the Mellow Service, including any use in contravention of these Terms of Use and the "*Restrictions*" section of these Terms of Use, is prohibited and may result in criminal prosecution and/or civil and/or disciplinary or administrative liability, including court action against You initiated by the Operator or relevant law enforcement authorities.

REPORTING VIOLATIONS OF TERMS OF USE

You may inform the Operator about violations of these Terms of Use by other users of the Mellow Service by sending an e-mail to the following address: support@mellow.io.

SUSPENSION/TERMINATION OF PERSONAL PROFILE

You may terminate Your access and use of the Mellow Service if You no longer wish to use the Mellow Service by permanently deleting Your Personal Profile upon termination of the relevant Customer Agreement or Offer Agreement between You and the Operator.

The Operator reserves the right to investigate any and all suspected violations of these Terms of Use and to take any and all necessary or appropriate actions to remedy such violations, as the Operator may determine appropriate. The Operator may suspend, terminate, modify, restrict or delete Your access to the Mellow Service at any time at its sole discretion, with or without notice to You, if there is an indication that You have breached these Terms of Use.

If You are found to be in a material breach of these Terms of Use, such as being found violating the "*Restrictions*" section of these Terms of Use by using the Mellow Service for illegal purposes or infringing Operator's or its licensors' or third parties' intellectual property rights discussed in the "*Intellectual Property Rights*" section of these Terms of Use, the Operator reserves the right to both suspend Your Personal Profile for an indeterminable amount of time and notify the relevant government officials in the relevant jurisdiction if Your actions may be classified as illegal and punishable under applicable laws.

If the Subcontractor being tax resident of the Russian Federation haven't stated his tax status in the Personal Profile by pressing the "*Select*" button corresponding to the status of "*Self-employed person*" or "*Individual entrepreneur*" as well as if the Subcontractor being tax resident of the Russian Federation in the status of



"Individual" has not passed identity verification as of the beginning of works performance and/or rendering of services under the Subcontractor Offer Agreement on Performance of Works and Rendering of Services, then the Subcontractor's Personal Profile will be automatically blocked by the Operator without prior notification of the Subcontractor upon reaching by the Subcontractor of the total remuneration amount being paid to the payment means equal to 15,000 (fifteen thousand) Russian rubles within a calendar year. As the result of such Personal Profile blocking the Subcontractor will not be able to receive new tasks, complete received tasks, use monetary funds under the Subcontractor Offer Agreement on Performance of Works and Rendering of Services until the Subcontractor states his tax status in the Personal Profile or (for Subcontractors in the status of "Individual") passes the identity verification procedure in accordance with these Terms of Use (including as specified in Annex No. 1 hereto or notified otherwise) or beginning of the next calendar year.

The Operator reserves the right to suspend, terminate, modify, restrict or delete Your access to the Mellow Service at any time at its sole discretion, with or without notice to You, if any message to your e-mail address connected to Your Personal Profile is returned as undelivered.

ACCESS, UPTIME AND AVAILABILITY

The Mellow Service may not be available in some countries and may be provided only in selected languages. The Mellow Service may be network dependent. The Operator reserves the right, in its sole discretion, to change, improve and correct the Mellow Service. The Mellow Service may not be available during maintenance breaks and other times. The Operator may decide to discontinue the Mellow Service or any part thereof in its sole discretion and at any given moment. The Operator does not represent or warrant that the Mellow Service, or any part or functionality thereof, is appropriate or available for use in any particular jurisdiction, and does not represent or warrant that Your access to the Mellow Service will be error-free, virus-free, uninterrupted, and that the servers on which the Mellow Service is deployed will be up permanently.

INTELLECTUAL PROPERTY RIGHTS

All rights, title and interests, including but not limited to the exclusive copyrights and other intellectual property rights in and to the Mellow Service and all parts, elements and sections thereof including without limitation any and all computer code, technology, website engine, themes, objects, logos, artwork, menu items, user interface, embedded services, functionality, design of the Mellow Service, message exchange system, text, illustrations, photographs, graphics, audio files, video files, audio-visual files, and other materials and content available on or through the Mellow Service are owned by the Operator and/or its licensors and/or third parties, constitute intellectual property of said parties, and the Operator and its licensors and such third parties retain all right, title, and interest in and to these intellectual property items. All contents of the Mellow Service, including the selection, arrangement, and look and feel, are protected by various national copyright, trademark and trade secret laws and by international treaties and conventions. No right, title, license or other interest in any of the contents or any patent, trademark, copyright or other intellectual property rights are transferred, assigned, licensed or otherwise conveyed to You by Your access to and use of this Mellow Service, and the Operator, or the party that provided the relevant intellectual property, at all times retains all right, title, and interest in any such intellectual property that You may be accessing or using on the Mellow Service.

By accepting these Terms of Use You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Terms of Use:

- copy, replicate, distribute, modify, remake, republish, download, post, display, perform, add to, abridge, compile, adapt, translate, derive source code from, disassemble, decompile, reverse-engineer, or create derivative works based on the Mellow Service or any part or portion thereof, update, broadcast, make available to the general public, or otherwise transmit, disseminate or use in any similar way or manner whatsoever the Mellow Service, any of its functionality, or any of the Mellow Service's contents;



- sell, license, grant on a royalty-free basis or transfer access to the Mellow Service or Your Personal Profile within the Mellow Service;
- develop, distribute or host any service or website that is based on, or is confusingly similar to, the Mellow Service;
- remove, obscure or alter any copyright, trademark, or other proprietary notice appearing in any part of the Mellow Service's contents;
- perform any other actions that may infringe or put under threat of infringement intellectual property rights of the Operator, its licensors or third parties with respect to the Mellow Service.

All of the product or service or interactive service names, trade names, slogans, logos, and other trademarks and service marks and designations appearing on the Mellow Service are the property of the Operator, its licensors, affiliates, or third parties. The Operator, its licensors and third parties retain any and all rights in these designations. The use or misuse of these designations or any other similar materials is prohibited and may be in violation of applicable law.

You understand and agree that You have no legal interest, monetary or otherwise, in any feature, functionality or content contained on the Mellow Service.

You hereby expressly agree that the Operator, its licensors and relevant third parties are entitled to enforce their intellectual property rights with respect of the Mellow Service to the fullest extent of any applicable law in case of any violation of their intellectual property rights by You.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ACCESS AND USE THE MELLOW SERVICE AT YOUR SOLE DISCRETION AND YOUR SOLE RISK. THE MELLOW SERVICE, AND ANY PORTION OR SECTION OF THE MELLOW SERVICE, INCLUDING BUT NOT LIMITED TO ANY INTERACTIVE SERVICES AND FUNCTIONALITY AVAILABLE TO YOU THROUGH THE MELLOW SERVICE ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE OPERATOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE MELLOW SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED UNDER ANY APPLICABLE LAWS, NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE MELLOW SERVICE OR THE CONTENT OF ANY OTHER INTERNET OR MOBILE RESOURCES RELATING TO THE MELLOW SERVICE OR LINKS TO WHICH ARE CONTAINED IN THE SERVICE. THE OPERATOR RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO CHANGE, MODIFY, ADD, REMOVE OR DISABLE ACCESS TO ANY PORTION OF THE MELLOW SERVICE AT ANY MOMENT OF TIME.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER ANY AND ALL APPLICABLE LAWS, IN NO EVENT WILL THE OPERATOR, ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, DAMAGES FOR LOSS OF GOODWILL, DATA OR ANY OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE THE MELLOW SERVICE OR ANY PART OR PORTION THEREOF, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



YOU ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, OR HARM ARISING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE, THE MELLOW SERVICE.

INDEMNITY

You agree to defend, indemnify and hold the Operator, its subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, directors, agents, representatives, licensees, authorized designees, successors, assigns and contractors harmless from and against, and reimburse to the Operator or any such party in full any costs or expenses arising or resulting from, any and all third party claims and all liabilities, assessments, actions, causes of action (regardless of the form), losses, damages, awards, judgments, fines, costs, expenses, and attorneys' fees resulting from or arising out of:

- any breach by You of these Terms of Use;
- Your infringement or violation of any intellectual property, other rights or privacy of a third party, including but not limited to other users of the Mellow Service; and
- misuse of the Mellow Service by a third party where such misuse was made possible due to Your failure to take reasonable measures to protect Your username and password against misuse.

The Operator reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with the Operator in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Mellow Service.

WAIVER

BY USING THE MELLOW SERVICE AND ACCEPTING THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE MAXIMUM EXTENT AVAILABLE UNDER ANY APPLICABLE LAW YOU HEREBY WAIVE AND AGREE TO RELEASE AND HOLD HARMLESS THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS AND ANY OTHER APPROPRIATE PARTY FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS AND ANY OTHER APPROPRIATE PARTY DURING OR AS A RESULT OF INVESTIGATIONS WITH RESPECT TO YOUR ACCESS AND USE OF THE MELLOW SERVICE OR ANY PART OR PORTION THEREOF, AND FROM ANY AND ALL ACTIONS TAKEN AS A RESULT OF SUCH INVESTIGATIONS BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, AND ANY OTHER APPROPRIATE PARTY, INCLUDING BUT NOT LIMITED TO ANY LAW ENFORCEMENT AUTHORITIES.

JURISDICTIONS

The Mellow Service, its functionality and its contents are intended to comply with applicable laws and regulations of the Republic of Cyprus. Other countries may have laws, regulatory requirements and business practices that differ from those established in the Republic of Cyprus. The Mellow Service may link to other websites produced and/or operated by the Operator's operating divisions and subsidiaries, some of which are located or hosted or intended to be accessed and used outside the Republic of Cyprus. Such websites may have information that is appropriate only to that particular originating country. The Operator reserves the right to limit access to and the ability to use the Mellow Service to any person, geographic region or jurisdiction. Any offer for any product or service made on this Mellow Service is void where prohibited.

APPLICABLE LAW



These Terms of Use are governed by and shall be construed in accordance with the laws of the Republic of Cyprus without regard to its conflict of law provisions.

BINDING ARBITRATION. DISPUTE RESOLUTION

You and the Operator shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of performance of Yours and Operator's obligations under these Terms of Use by negotiations.

If You and the Operator fail to reach an agreement in the course of negotiations, all unsettled disputes, controversies or claims arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be referred to settlement under the Mediation Rules of Mellow Mediation.

Place of mediation proceedings: long distance via the Internet by means specified in the Mediation Rules of Mellow Mediation.

Applicable language of mediation proceedings shall be English or Russian. All expenses for services of a mediator under performance of mediation proceedings shall be borne by a submitting party. In case of successful settlement of mediation proceedings 50% (Fifty percent) of the total expenses for payment of mediation services shall be reimbursed by the defendant party to the submitting party.

If the dispute has not been settled pursuant to the said Mediation Rules of Mellow Mediation within 90 (Ninety) calendar days following the filing of a request for mediation or within such other period as the parties may agree in writing, upon expiry of specified term all unsettled disputes, controversies or claims arising out of or in connection with these Terms of Use, shall be referred for hearing and final settlement through arbitration under the UNCITRAL Arbitration Rules as in effect as of the dispute resolution. The language to be used in the arbitral proceedings shall be English or Russian.

The failure of the Operator to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. To the maximum extent allowed under any applicable laws You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Mellow Service or these Terms of Use must be filed within 1 (One) year after any such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Mellow Service.

No waiver of any default, condition or breach of these Terms of Use shall constitute a waiver of any other default, condition or breach of these Terms of Use, whether of a similar nature or otherwise.

INJUNCTIVE RELIEF

You expressly acknowledge and agree that the Operator may suffer irreparable damage if You breach any of the provisions of these Terms of Use. Therefore, notwithstanding provisions of the "*Binding Arbitration. Dispute Resolution*" section of these Terms of Use, in any case of Your violation of these Terms of Use the Operator shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate in any jurisdiction.

SEVERABILITY

If any part of these Terms of Use is determined by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions of these Terms of Use.

CHANGES TO TERMS OF USE



To the fullest extent permitted under applicable law, the Operator reserves the right to modify, update, supplement, revise or otherwise change these Terms of Use in order to comply with applicable new legislation and/or regulations and/or to improve the Mellow Service, and to impose new or additional rules, policies, terms or conditions in relation to the Mellow Service, from time to time with or without notice to You. The Operator may notify You of the amendments to these Terms of Use by sending an email message to the email address listed in Your Personal Profile or by posting the notice on the Mellow Service or posting the notice in Your Personal Profile with the Mellow Service. All amendments to these Terms of Use will be effective immediately and incorporated into the Terms of Use upon sending or posting of such notice. You are solely responsible for regularly reviewing these Terms of Use. Your use of the Mellow Service or any part or functionality thereof after any changes to these Terms of Use are posted on the Mellow Service or otherwise made available for review will be considered acceptance of those changes and will constitute Your agreement to be bound thereby. If You object to any such changes, Your sole recourse will be to terminate the relevant agreement with the Operator with subsequent purging of Your Personal Profile and stop using the Mellow Service.

NO RIGHT OF FUTURE ACCESS

THESE TERMS OF USE DO NOT GRANT YOU ANY RIGHTS WITH RESPECT TO YOUR FUTURE ACCESS TO THE MELLOW SERVICE. THUS, THE OPERATOR MAY, IN ITS SOLE DISCRETION AND AT ANY TIME, DISCONTINUE THE MELLOW SERVICE OR ANY PARTS THEREOF OR LIMIT OR RESTRICT ANY USER, INCLUDING YOU, ACCESS THERETO, FOR ANY REASON, WITH OR WITHOUT NOTICE. YOU UNDERSTAND AND AGREE THAT THE OPERATOR MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY TERMINATION OF YOUR OR ANYONE ELSE'S ACCESS TO THE SERVICE OR PARTS THEREOF AND/OR TERMINATION OF YOUR PERSONAL PROFILE AND/OR REMOVAL OR PURGING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU OR ANYONE ELSE MAY HAVE PROVIDED ON OR BY MEANS OF THE SERVICE.

CHANGE OF OWNERSHIP

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Mellow Service, of any and all information about You, including Your registration details, history of Your use of the Mellow Service and personal data (if applicable), contained in the applicable database used by the Mellow Service, to the extent the Operator assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of the Operator's assets, or in connection with a merger, acquisition or sale of all or some assets related to the Mellow Service, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, Your continued use of the Mellow Service signifies Your agreement to be bound by the terms of use and privacy statement of the Mellow Service's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of Your use of the Mellow Service.

MISCELLANEOUS

The terms and conditions set forth in these Terms of Use are fundamental elements of the basis of the agreement between the Operator and You with respect to Your use of the Mellow Service, and You expressly acknowledge and agree that the Operator would not be able to provide the Mellow Service and its functionality to You without the limitations and restrictions set forth herein.

The Operator will not be liable or responsible for any failure to fulfill any of its obligations under these Terms of Use which failure is due to any cause or condition beyond the reasonable control of the Operator, which cause or condition may include, but in no event shall be limited to, force majeure circumstances.

The provisions of these Terms of Use that are intended to or by their nature should survive termination of Your use of the Mellow Service shall remain valid and shall be legally effective after any such termination.



You expressly agree that for the purposes of these Terms of Use You are not considered, and shall not represent Yourself as, an agent, employee, joint venturer, or partner of the Operator, and that Your use of the Mellow Service does not vest in the Operator or You the rights or obligations of the discussed parties.

You may not assign these Terms of Use in whole or in part to any third party, and any attempted assignment in violation of this provision shall be null and void. The Operator may assign these Terms of Use or any of its rights and obligations under these Terms of Use without Your consent at any time.

You must individually supply all necessary facilities, utilities and equipment necessary to access and use the Mellow Service, including but not limited to appropriate computer and/or mobile equipment and Internet connections, at Your sole risk and expense.

These Terms of Use constitute the entire agreement between You and the Operator relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions expressly contained on or made available via the Mellow Service at any moment will govern the items, functionality, services or Your relationship with the Operator to which they pertain.

CONTACTS

If You have any comments or questions concerning Your access and/or use of the Mellow Service or in relation to these Terms of Use, please contact respective Operator using the following contact details:

TMS SolarWeb Limited: Cyprus, Limassol 3030, Theklas Lysioti 17, PISSAS BUILDING, 5&6th floor

For general questions: support@mellow.io

Tech support: support@mellow.io



ANNEX 1

TO THE TERMS OF USE OF THE "MELLOW" INTERACTIVE SERVICE

Mandatory identity verification in relation to a Subcontractor is required in the following cases:

1. To perform tasks related to the transfer of intellectual property rights.
2. If it is a requirement of the Customer.
3. To change a Subcontractor's country, phone number, email address or change Google Authenticator settings in the Subcontractor's Personal Profile.
4. If the Subcontractor is a citizen or a resident of the Russian Federation and his/her tax status is "Self-employed person" and is a payee of earned income tax (self-employed person) and applying a special tax regime in accordance with the Federal law dated 27.11.2018 No. 422-FZ of the Russian Federation.
5. If the Subcontractor is a citizen or a resident of the Russian Federation and his/her withdrawal amount reached RUB 15,000.00 (Fifteen Thousand Russian rubles) per calendar year and the tax status of this Subcontractor is "Individual".
6. In relation to any Subcontractor provided that his/her withdrawal amount reached EUR2,500.00 (Two Thousand Five Hundred Euro) per calendar year (with exception to Clauses 4-5 of this Annex 1).
 1. For withdrawals to bank accounts or other payment methods (regardless of the withdrawal amount) of the following countries: Argentina, Brazil, Colombia, Uruguay, India, Mexico, Bangladesh, Bolivia, Chile, China, Costa Rica, Dominican Republic, Ecuador, Morocco, Panama, Paraguay, Peru, Chile, Ecuador, USA, Canada.*
 2. For withdrawals to the following payment methods (regardless of the withdrawal amount): bank account in SEPA payout zone, US bank accounts, Canadian bank cards, crypto wallets.
 3. At sole discretion of the Operator in case of detection of suspicious activity in the Personal Profile of the Subcontractor and/or if so required by applicable legislation (regardless of the amount of payment to the Subcontractor).

* The Operator reserves the right to change this list of countries at any time and at its sole discretion.