

MELLOW PLATFORM GENERAL TERMS OF USE

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These General Terms of Use (the Terms of Use) constitute a framework agreement governing access to and use of the Mellow.io website and platform, including any portals, dashboards, APIs, and related functionality (the Platform).

The Platform enables access to multiple services, which may be provided by different Mellow group entities, and each service is governed by its own product-specific terms and conditions (the Product Terms).

Acceptance. By creating an account, clicking “I agree” (or a similar button or checkbox), or otherwise accessing or using the Platform, the User agrees to be bound by these Terms of Use. The User agrees to be bound by the applicable Product Terms only when accessing or using the relevant service to which those Product Terms apply. If the User does not agree to be bound by these Terms of Use, the User must not create an account or access or use the Platform.

Authority. If an individual accepts these Terms of Use on behalf of an entity, that individual represents and warrants that they have full authority to bind that entity, and “User” refers to that entity.

1. Platform Structure and Contractual Framework

1.1. The Platform provides access to multiple services, each of which is governed by its Product Terms (including, for the avoidance of doubt, Product Terms applicable to services such as Contractor of Record, Contractor Management, Project Radar, and AI Scout).

These Terms of Use govern access to and use of the Platform as a technical and organisational framework and apply only to matters of general application relating to the Platform itself, including account creation and administration, rules of e-document flow and use and acceptance of e-signatures by all Users and Mellow within the Platform, recording and storing of logs of User activity on the Platform and conditions of their use as evidence in case of any disputes related to the Platform and any deals, transactions and actions executed and conducted on the Platform, credentials, security, compliance, monitoring, data protection framework, Mellow’s intellectual property in the Platform, and other platform-level matters expressly addressed herein.

1.2. The Product Terms govern the provision and use of the relevant services and apply within their respective scopes. Nothing in these Terms of Use is intended to amend, supersede, or limit the Product Terms except to the extent that these Terms of Use regulate platform-level matters. Where the Product Terms expressly regulate the same matter as these Terms of Use in the context of a specific service, the Product Terms shall apply to that matter solely for the purposes of that service.

1.3. In the event of any difference, discrepancy, or inconsistency between these Terms of Use and any Product Terms, such difference shall be resolved by construing each document as applying only within its respective scope. To the extent a matter is governed by the Product Terms, the Product Terms shall apply; to the extent a matter is not governed by the Product Terms, these Terms of Use shall apply.

2. Definitions

In these Terms of Use:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity, where "control" means beneficial ownership of 50% or more of the voting interests or the power to direct management of such entity.

"User" means the entity on whose behalf these terms are accepted or, if that does not apply, the individual accepting these terms in a business or professional capacity.

"Documentation" means user guides, technical documentation, policies, and help materials made available via the Platform.

"Electronic Signature" means the login (username) and password (access code) created by the User during the registration process for the Personal Profile in the Mellow Service.

"Electronic Document" means any data message, record, or other digital representation of information created, transmitted, or stored within the Mellow Service. Electronic Document is considered legally equivalent to physical documents when signed using the Electronic Signature within the Mellow Service.

"Mellow" means the Operator and, where the context so requires, any of its Affiliates involved in the operation of the Platform or provision of services.

"Mellow Service" means the Platform (as defined in the preamble) and related interactive services made available via the website located at <https://www.mellow.io>, any associated subdomains, , through which one or more services may be accessed, as further described in the applicable Product Terms.

"Operator" means FIX FREELANCER LTD, a company duly registered and operating under the laws of the Republic of Cyprus under registration No. HE 445986, registered at: Cyprus, Limassol 3030, Theklas Lysioti 17, PISSAS BUILDING, 5&6th floor.

"Policies" means the Acceptable Use Policy, Security Measures, Privacy Policy, support policies, and any other policies referenced in Product Terms or made available via the Platform.

"Relevant Mellow Entity" means, in respect of a particular service, the Mellow group entity identified in the applicable Product Terms as the provider of that service and the contracting party for that service.

"Sanctions" means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

"Sanctions Authority" means the EU, the USA, the UK, the United Nations (UN) and any other governmental authority with jurisdiction over the Parties or any part of its business or operations, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the Council of the European Union, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, His Majesty's Treasury, the UK's Office of Financial Sanctions Implementation, the UN Security Council.

"Sanctions List" any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the EU Sanctions List, the OFAC

Sanctions List, the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

"Sanctions Proceedings" any actual or threatened:

- (a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or
 - (b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority,
- in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

"Sanctions Target" a person that is:

- (a) listed on a Sanctions List;
- (b) owned or controlled by a person listed on a Sanctions List;
- (c) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions;
- (d) otherwise identified by a Sanctions Authority as being subject to Sanctions.

"Authorized Person" means any individual authorised by User to access or use the Platform or a service.

3. Accounts, Credentials, and Registration

3.1. Registration. Where access to the Platform or a service requires registration, the User must create and maintain login credentials for its account. The User is responsible for all activities carried out through its account and for ensuring that its Authorized Persons comply with this Section.

The User must take appropriate measures to protect its login credentials against unauthorised access, disclosure, or misuse and must promptly notify Mellow at support@mellow.io upon becoming aware of any actual or suspected unauthorised access, misuse, or security incident relating to the account.

3.2. Authorized Person responsibility. The User is responsible for all activities carried out through its account and for ensuring that its Authorized Persons comply with the applicable terms. This includes responsibility for any tasks, engagements, communications, content, instructions, or data created, submitted, or managed by the User or its Authorized Persons through the Platform or any service.

3.3. Registration and Acceptance. By registering an account on the Platform and actively selecting the applicable acceptance mechanism (such as a checkbox) during the registration process, the User accepts these Terms of Use. Such acceptance forms a legally binding agreement between the User and the Operator governing access to and use of the Platform. A separate legally binding contract for each service is formed between the User and the Relevant Mellow Entity for that service when the User accepts (or is otherwise bound by) the applicable Product Terms for that service, or first uses that service, as specified in the applicable Product Terms.

3.4. Account information. Initial registration may require only a valid email address and password. Access to certain features or services, including but not limited to contract execution, identity verification, compliance checks, or payment-related functionality, may require the User to complete or update its account profile by providing additional information, which may include identification, contact, tax, or other compliance-related details, as described in the Documentation or applicable Product Terms.

3.5. Use of provided information. Information provided by the User in connection with account registration or profile completion is used for the purposes of operating the Platform and providing the applicable services in accordance with these Terms of Use, the applicable Product Terms, and the Privacy Policy. Completion or update of account information does not affect the validity or enforceability of these Terms of Use, which remain binding from the moment of initial acceptance.

3.6. Eligibility. Access to and use of the Platform and the services are permitted only to persons who have reached the minimum age required to independently enter into legally binding contracts under the laws applicable to them.

Where an Authorized Person is permitted under applicable law to use the Platform or a service subject to parental, guardian, or other legally required consent or authorisation, the User is responsible for ensuring that all such consents or authorisations have been obtained prior to such use and remain valid for the duration of the use.

The relevant Mellow entity may restrict, suspend, or terminate access to the Platform or a service where it reasonably believes that the eligibility requirements of this Section are not satisfied or that use is not permitted under applicable law.

3.7. Invitation of Users. A User may invite another person to register on and use the Platform by submitting that person's email address through the Platform (an "Invited User"). By submitting an Invited User's email address, the inviting User represents and warrants that it has a valid legal basis under applicable data protection and electronic communications laws to provide that email address to the Operator for the purposes of sending an invitation and related onboarding communications, including where required obtaining any necessary notices or consents from the Invited User.

The inviting User assumes full responsibility for the lawfulness of such disclosure and shall indemnify and hold harmless the Operator and its Affiliates from and against any claims, liabilities, penalties, damages, and reasonable costs and expenses arising out of or in connection with a breach of the representation and warranty in this section, including claims relating to unlawful processing of personal data or unsolicited communications.

The Operator will process the Invited User's email address solely for the purpose of sending the invitation and, where applicable, facilitating onboarding and account creation, in accordance with the Privacy Policy and applicable law.

4. KYC Compliance and Due Diligence

4.1. The User acknowledges and agrees that, in connection with access to or use of the Platform or any service, the relevant Mellow entity may be required to conduct identity verification, know-your-customer (KYC), anti-money laundering (AML), sanctions screening, or other compliance checks relating to the User or its Authorized Persons. Such checks may be conducted at the time

of registration, prior to enabling certain features, or at any time thereafter, as reasonably required for compliance, risk management, or security purposes.

4.2. The User authorises the relevant Mellow entity to carry out such checks directly or through third-party service providers acting on its behalf, including by verifying information against third-party databases and other lawful sources. The relevant Mellow entity may monitor, review, and request confirmation or updates of information previously provided, to the extent reasonably necessary to comply with applicable laws, regulations, sanctions programmes, embargoes, legal processes, or requests from competent authorities, or to prevent fraud, money laundering, terrorist financing, or other unlawful activity.

4.3. The User agrees to provide accurate, complete, and up-to-date information reasonably requested for these purposes and to cooperate with lawful and proportionate compliance requests. Information that may be requested can include identification, contact, business, professional, tax, payment-related, or other compliance-relevant details, as described in the Documentation or applicable Product Terms.

4.4. Where verification cannot be completed, required information is not provided, or the relevant Mellow entity reasonably determines that access or use poses legal, compliance, security, or reputational risk, it may restrict, suspend, or terminate access to the Platform or the relevant service, in whole or in part, in accordance with these Terms.

4.5. All personal data processed for compliance and verification purposes is handled in accordance with the applicable Privacy Policy and, where relevant, the Data Processing Addendum.

5. Update and Maintenance of Information

5.1. The User represents and warrants that all information provided in connection with registration, account maintenance, or use of the Platform or any service is accurate, complete, and current. The User must promptly update such information as necessary to ensure its continued accuracy and must provide any additional documents or information reasonably requested by the relevant Mellow entity or required under applicable law.

5.2. United States tax information. Where the User is located in, or otherwise subject to tax regulations of, the United States, the User must provide a complete, accurate, and up-to-date physical address, including state and local details where applicable, prior to engaging in taxable activities through the Platform. The User acknowledges that such address information is used to determine the applicability, rate, and calculation of U.S. sales or similar taxes. The relevant Mellow entity is not responsible for any incorrect tax calculation, reporting, or charging resulting from inaccurate, incomplete, or outdated address information provided by the User.

5.3. European Union VAT information. Where the User is located in, or otherwise subject to tax regulations of, the European Union, the User must provide a valid and accurate VAT identification number prior to engaging in taxable activities through the Platform. The User acknowledges that any VAT identification number applies only from the applicable VAT reporting period in which it is provided and does not apply retroactively to prior reporting periods, transactions, invoices, or other finalised documents.

6. User Activity Logging

6.1. Logging and storage. The relevant Mellow entity logs and stores records of user actions performed on the Platform or any service, including but not limited to account access, interactions with features, data uploads or downloads, modifications to settings, and communications with support services.

6.2. Categories of information recorded

The information recorded may include, but is not limited to, the following:

- account and profile details (such as login and associated email address);
- internet protocol (IP) address, time zone setting, and general location data (where applicable);
- device and browser information;
- timestamps of activities;
- actions performed within the Platform or a service;
- other metadata necessary for security, integrity, and compliance monitoring.

6.3. Purposes

User activity logs are collected and retained for the following purposes:

- ensuring the security of the Platform and services and preventing fraudulent or malicious activities;
- enforcing compliance with these Terms of Use and other applicable legal documents;
- improving system performance and user experience;
- investigating and resolving technical issues or security incidents;
- complying with applicable legal and regulatory obligations.

6.4. Use as evidence; disclosure. Logged data may be used as evidence in internal investigations, dispute resolution processes (including disputes involving the Operator or other Mellow group entities, as well as disputes between users in connection with the use of the Platform or any services) audits, or legal proceedings. The relevant Mellow entity may disclose such information to competent authorities, including law enforcement agencies, regulatory bodies, or courts, where required by applicable law or in response to a valid legal request, such as a court order.

6.5. Retention and data protection. Logged data is retained for a period necessary to fulfil the purposes outlined above, in accordance with applicable laws and the relevant Mellow entity's data retention policies. To the extent such data includes personal data, it is processed in accordance with the applicable Privacy Policy.

7. Privacy, Personal Data and Cookie Policy

7.1. Information required to be provided in connection with use of the Platform or any service may include personal data. The collection, use, and processing of personal data by the relevant

Mellow entity, as well as the use of cookies and similar technologies, are governed by the applicable Mellow Privacy Policy and Mellow Cookies Policy, as updated from time to time.

7.2. The User represents, warrants, and agrees that where it provides Mellow with information relating to third parties who are data subjects (including contractors, subcontractors, customers, or persons invited to a team), it has a valid legal basis for such disclosure and has complied with all applicable legal requirements, including providing required notices or obtaining consents where consent is the appropriate legal basis.

7.3. Information Disclosure

7.3.1. By accepting these Terms, the User authorises the relevant Mellow entity to disclose information relating to the User's or its Authorized Persons' use of the Platform or any service (User Information), including confidential or commercially sensitive information, to third parties as described below. Such disclosures do not constitute a breach of any confidentiality obligations under these Terms of Use, applicable Product Terms, or other agreements between the User and the relevant Mellow entity or its Affiliates, and the User expressly waives any claims relating to breach of confidentiality arising solely from disclosures made in accordance with this Section.

7.3.2. For the purposes of this Section, User Information may include contracts and related documentation, financial and transactional data (including payment history, balances, and fund movements), business communications and correspondence, technical usage data, tax status and related documentation, documents required for compliance or verification purposes (including KYC, AML, or CTF), and other commercial information processed through the Platform or services.

7.3.3. Permitted recipients

User Information may be disclosed to:

- any company within the relevant Mellow entity's corporate group, including affiliates, subsidiaries, or parent companies;
- banks, financial institutions, and payment service providers;
- third-party service providers, contractors, and agents performing services for the Platform or services;
- business partners involved in the provision or operation of the Platform or services;
- professional advisers, including legal counsel, auditors, accountants, and consultants;
- compliance, monitoring, and verification service providers (including KYC, AML, CTF, sanctions screening, and identity verification providers);
- governmental authorities, regulators, law enforcement agencies, or courts in any jurisdiction, where disclosure is required or permitted by applicable law.

7.3.4. Purposes of disclosure

Disclosures may be made for the following purposes:

- compliance with applicable laws, regulations, court orders, or governmental requests;
- performance of compliance procedures and prevention, detection, or investigation of illegal or prohibited activities, including fraud, money laundering, or terrorist financing;

- provision, operation, and support of the Platform or services;
- protection of the rights, property, safety, or legitimate interests of the relevant Mellow entity, its Affiliates, users, or business partners;
- fulfilment of contractual obligations with business partners or service providers;
- response to legitimate requests from authorised third parties where disclosure reasonably serves the interests of the Platform or its users.

7.4. Safeguards; personal data. The relevant Mellow entity will exercise reasonable care in protecting User Information, require confidentiality undertakings from recipients where practicable, and limit disclosures to what is operationally necessary for the stated purposes.

7.5. For the avoidance of doubt, disclosures involving personal data are carried out in accordance with applicable data protection laws and the Privacy Policy. The relevant Mellow entity remains responsible for ensuring that such processing and transfers comply with its legal obligations.

8. Sanctions

8.1. User warranties

By accepting these Terms of Use, the User warrants that:

- the User is not a Sanctions Target, has not been a Sanctions Target, and no event has occurred that could reasonably be expected to result in the User becoming a Sanctions Target;
- the User is not contravening and has not contravened any Sanctions;
- the User, its owners, controlling persons, and officers are not included on any Sanctions Lists;
- none of the User's clients or counterparties is Sanctions Targets;
- the User's business activities are not directly or indirectly intended to benefit, or be used in connection with, any Sanctions Target or any activity that would constitute or result in a breach of Sanctions.

8.2. Ongoing compliance undertaking. At all times during the term of these Terms of Use, the User shall not contravene any Sanctions and shall not do, or omit to do, any act that would cause or lead the relevant Mellow entity to contravene any Sanctions. The User further undertakes that any works or services requested by the User shall not cause, or be reasonably expected to cause, the relevant Mellow entity to violate any applicable Sanctions.

8.3. Notification. The User shall, as soon as reasonably practicable, notify the relevant Mellow entity in writing if:

- at any time during the term of these Terms of Use, there is any fact or circumstance that would give rise to a breach of the warranties given in this Section; or
- the User becomes aware of any breach or suspected breach of this Section, and shall provide such information relating to the relevant fact, circumstance, or breach as the relevant Mellow entity reasonably requires in order to comply with its obligations to any Sanctions Authority or as otherwise reasonably requested.

8.4. Disclosure to Sanctions Authorities. The relevant Mellow entity may, in its absolute discretion, disclose information or documents (including information received or obtained from the User) to a Sanctions Authority if:

- it knows or has reasonable cause to suspect that there has been a breach of Sanctions; or
- disclosure is requested by a Sanctions Authority.

8.5. Any notifications or disclosures made pursuant to this Section shall not constitute a breach of confidentiality obligations and shall not be subject to any restrictions set out in those provisions.

8.6. Termination. If at any time during the term of these Terms of Use the User becomes a Sanctions Target, the relevant Mellow entity may, in its absolute discretion and without affecting any other right or remedy available to it, terminate the agreements with the User with immediate effect by sending a written termination notice.

9. Monitoring of Account Activity

9.1. The relevant Mellow entity reserves the right, but is under no obligation, to monitor and review account information, Personal Profiles, and activities conducted through the Platform or any service, to the extent reasonably necessary for the purposes of ensuring compliance with these Terms of Use, applicable Product Terms, and applicable law, and for preventing, detecting, or investigating misuse, security incidents, or unlawful activity.

9.2. Such monitoring may include review of activities associated with an account or Personal Profile for the purposes of identifying restricted use, potential violations of these Terms or applicable law, and protecting the security and integrity of the Platform and services. Any monitoring and related processing of personal data is carried out in accordance with applicable data protection laws and the Privacy Policy.

10. Electronic Signature and Electronic Documents

10.1. Definition and Legal Validity of the Electronic Signature. The login (username) and password (access credentials) forming the Electronic Signature are created independently by the User, as applicable, upon registration of a Personal Profile on the Platform. The User expressly agrees that the Electronic Signature constitutes the legal equivalent of a handwritten personal signature.

10.2. Use and Transfer of the Electronic Signature. A User may maintain only one Personal Profile on the Platform at any given time, except where otherwise expressly authorised by the relevant Mellow entity.

10.3. A User may grant access to its Personal Profile to its Authorized Persons. Notwithstanding such access, any actions performed within the Personal Profile, including, without limitation, the creation, execution, or submission of any Electronic Document, shall be deemed to have been performed by the User itself and shall be deemed to have been signed using the User's Electronic Signature. The User expressly acknowledges and agrees that any use of the Personal Profile by its Authorized Persons results in the affixing of the User's Electronic Signature to the relevant

documents or actions, and the User assumes full responsibility for all actions taken by its Authorized Persons through the Personal Profile.

10.4. Trusted Environment and Recognition of Electronic Documents. Where the Platform is accessed using an Electronic Signature, the relevant Mellow entity may reasonably presume that such access is performed directly by the User, as applicable. The relevant Mellow entity shall not be liable for access to or use of the Platform using an Electronic Signature by any third party not authorised by the User to perform the relevant acts, and the User expressly waives any right to assert claims against the relevant Mellow entity arising from such unauthorised use.

10.5. The relevant Mellow entity has established a trusted environment for the recognition and verification of electronic signatures. By using the Platform, the User expressly agrees to recognise the authenticity, validity, and legal effect of electronic documents executed using the Electronic Signature within the Platform, regardless of whether such electronic documents originate from the User, any Mellow group entity, or other users of the Platform, in each case to the extent such documents are executed within the Platform in accordance with the applicable terms.

10.6. Upon successful authentication of an Authorized Person in the Personal Profile using the login and password, the Parties agree that all actions performed by such Authorized Person within the Personal Profile, as well as all messages, data, and electronic documents transmitted by the Authorized Person through the Platform, shall be deemed to be executed and signed using the User's Electronic Signature.

The User expressly acknowledges and agrees that the authenticity, legal validity, and evidentiary effect of the Electronic Signature, as well as the procedure for its creation, use, recognition, and verification within the Platform, are hereby agreed and accepted: (a) between the User and the Operator; and (b) between the User and any other Users of the Platform with whom the Operator, acting as the operator of the electronic document management system and trusted electronic signature environment, has entered into equivalent terms governing the use and recognition of Electronic Signatures.

The User further agrees that the Operator acts solely as the technical operator of the Platform and trusted electronic signature environment and is not a party to any electronic documents exchanged between Users, unless expressly stated otherwise in the applicable Product Terms.

10.7. If an Electronic Document is delivered to a Personal Profile, it shall be deemed received at the moment it becomes accessible within that Personal Profile, regardless of when it is actually accessed or read.

10.8. The User bears responsibility for regularly checking the Personal Profile for notifications and Electronic Documents.

10.9. By using the Platform, the User acknowledges and agrees that Electronic Documents and Electronic Signatures executed within the Platform carry full legal effect and enforceability.

11. Restrictions

11.1. By accepting these Terms of Use, the User expressly agrees that the User is expressly prohibited from, and is prohibited from allowing 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 Platform or any services or functionality made available to the User via the Platform;
- allow any third party to access and use the Platform using the User's login credentials;
- use the Platform for any illegal purposes;
- impersonate (including by using any data of a third party in a Personal Profile) or falsely claim affiliation with any person or entity and register, as a subcontractor, a group (association) of persons or a legal entity;
- use (link) payment means in the Personal Profile and/or withdraw remuneration to payment means that do not belong to the User and/or are issued in the name of third parties, except in cases where the User notifies the relevant Mellow entity in advance and provides sufficient information and documents for the verification of such third parties. The relevant Mellow entity reserves the right to request from the User any documents necessary to verify the holder of payment means linked to the Personal Profile. The User must provide such documents within three (3) working days from the date of the request;
- misrepresent, defraud, or defame others;
- negatively present the Platform and/or the relevant Mellow entity and/or its affiliates;
- transmit malicious software code on or with the help of the Platform;
- collect information of other users through the Platform;
- interrupt the normal operation of, or tamper with, the Platform or any functionality contained in or provided through the Platform, or any servers used in providing the Platform, or otherwise unreasonably affect others' use of the Platform in any way;
- invade the privacy of other Platform users by means of phishing, identity theft, or other means;
- use bots, spiders, offline readers, or other automated software systems to access or use the Platform;
- use the Platform to create, promote, or distribute gambling, adult, hate, violent, defamatory, or other content deemed offensive or inappropriate by the relevant Mellow entity;
- engage in any activity that infringes upon or violates the intellectual property rights, privacy rights, or other legal rights of any third party;
- use the Platform to engage in or promote discriminatory practices based on race, gender, religion, nationality, disability, sexual orientation, or any other protected status;
- circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Platform;
- use the Platform in any manner that violates international trade restrictions, sanctions, or embargoes imposed by any jurisdiction where the relevant Mellow entity operates;

- otherwise use the Platform for engaging in any activities that are illegal under the laws of any jurisdiction or that encourage criminal conduct;
- use the Platform for any purposes other than those expressly permitted under these Terms of Use.

11.2. The User explicitly agrees to provide, upon request of the relevant Mellow entity, sufficient, accurate, and up-to-date information and documents necessary for the relevant Mellow entity to confirm the User's compliance with these Terms of Use, including this Restrictions Section. Breach of this Restrictions Section shall constitute a material breach of these Terms of Use by the User and may result in the immediate termination of these Terms of Use by the Operator without prior notice.

11.3. Unauthorised access to and use of the Platform, including any use in contravention of these Terms of Use and this Restrictions Section, is prohibited and may result in criminal prosecution and/or civil and/or disciplinary or administrative liability, including court action initiated by the Operator or relevant law enforcement authorities.

11.4. The Operator reserves the right to suspend access to the Platform and terminate these Terms of Use without prior notice if ongoing compliance or verification procedures indicate a potential violation of applicable law by the User in any jurisdiction where the Platform operates, or if the relevant Mellow entity becomes aware of a potential legal violation by the counterparty from publicly available sources.

11.5. The Platform is intended exclusively for business, professional, and commercial use in connection with the User's entrepreneurial, trade, or professional activities. The User may not use the Platform for personal, household, family, or other consumer purposes, or for any purposes not directly related to the conduct of the User's business or professional activities.

12. Reporting Violations of Terms of Use

12.1. The User may inform the relevant Mellow entity about violations of these Terms of Use by other users of the Platform by sending an e-mail to the following address: support@mellow.io.

13. Suspension / Termination of Personal Profile

13.1. The User may terminate the User's access to and use of the Platform if the User no longer wishes to use the Platform by permanently deleting the User's Personal Profile upon termination of the applicable Product Terms or other applicable agreement between the User and the relevant Mellow entity.

13.2. The relevant Mellow entity 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 it may determine appropriate. The relevant Mellow entity may suspend, terminate, modify, restrict, or delete the User's access to the Platform at any time, at its sole discretion, with or without notice to the User, if there is an indication that the User has breached these Terms of Use. In addition, the relevant Mellow entity has the right to suspend, terminate, modify, restrict, or delete the User's Personal Profile if the User breaches any agreements entered into between the User and the relevant Mellow entity, its subsidiaries or affiliates, or any contractual agreements concluded with User s. In particular, if the User repeatedly delays performance of agreed works or

services (exceeding one business day of delay and without proper prior notice given at least three business days before the agreed deadline), or is found to be engaging in activities involving infringement of intellectual property rights of third parties, the relevant Mellow entity, or the relevant subsidiary or affiliate, reserves the right to initiate deletion of the User's Personal Profile and block any future registration to the Platform.

13.3. If the User is found to be in a material breach of these Terms of Use, including violation of the Restrictions section by using the Platform for illegal purposes or by infringing the intellectual property rights of the relevant Mellow entity, its licensors, or third parties as described in the Intellectual Property Rights section of these Terms of Use, the relevant Mellow entity reserves the right to suspend the User's Personal Profile for an indefinite period of time and to notify the relevant governmental authorities in the relevant jurisdiction if the User's actions may be classified as illegal and punishable under applicable law.

13.4. If, depending on the applicable tax status of a User (including, without limitation, self-employed or entrepreneurial status, where applicable), or where identity verification is required for Users acting as individuals, the User fails to complete the required identity verification procedure prior to commencement of the performance of works and/or rendering of services under the applicable Product Terms, the relevant Mellow entity is entitled to automatically block the User's Personal Profile without prior notice upon the User reaching the maximum total remuneration threshold payable to the designated payment method within a calendar year, as established by the relevant Mellow entity.

13.5. As a result of such blocking, the User shall be unable to receive new tasks, perform previously accepted tasks, or use monetary funds under the applicable Product Terms until the User duly indicates the applicable tax status in the Personal Profile and/or completes the required identity verification in accordance with these Terms of Use, or until the beginning of the next calendar year, whichever occurs earlier.

13.6. The relevant Mellow entity reserves the right to suspend, terminate, modify, restrict, or delete the User's access to the Platform at any time, at its sole discretion, with or without notice to the User, if any message sent to the email address associated with the User's Personal Profile is returned as undeliverable.

14. Access, Uptime and Availability

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

15. Intellectual Property Rights

15.1. All rights, title, and interests, including but not limited to exclusive copyrights and other intellectual property rights in and to the Platform 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 Platform, message exchange system, text, illustrations, photographs, graphics, audio files, video files, audio-visual files, and other materials and content available on or through the Platform, are owned by the relevant Mellow entity and/or its licensors and/or third parties, constitute the intellectual property of such parties, and the relevant Mellow entity, its licensors, and such third parties retain all right, title, and interest in and to such intellectual property. All contents of the Platform, including the selection, arrangement, and look and feel, are protected by applicable national copyright, trademark, and trade secret laws and by international treaties and conventions. No right, title, licence, or other interest in any of the contents or in any patent, trademark, copyright, or other intellectual property rights is transferred, assigned, licensed, or otherwise conveyed to the User by the User's access to or use of the Platform, and the relevant Mellow entity, or the party that provided the relevant intellectual property, at all times retains all right, title, and interest in any such intellectual property that the User may access or use on the Platform.

15.2. By accepting these Terms of Use, the User expressly agrees that the User is expressly prohibited from, and is prohibited from allowing any third party to, perform any of the following actions, or 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 Platform or any part or portion thereof, update, broadcast, make available to the general public, or otherwise transmit, disseminate, or use in any similar manner whatsoever the Platform, any of its functionality, or any of the Platform's contents;
- sell, license, grant on a royalty-free basis, or transfer access to the Platform or the User's Personal Profile within the Platform;
- develop, distribute, or host any service or website that is based on, or is confusingly similar to, the Platform;
- remove, obscure, or alter any copyright, trademark, or other proprietary notice appearing in any part of the Platform's contents;
- perform any other actions that may infringe, or create a risk of infringement of, intellectual property rights of the relevant Mellow entity, its licensors, or third parties with respect to the Platform.

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

15.4. The User understands and agrees that the User has no legal interest, monetary or otherwise, in any feature, functionality, or content contained on the Platform.

15.5. The User expressly agrees that the relevant Mellow entity, its licensors, and relevant third parties are entitled to enforce their intellectual property rights with respect to the Platform to the fullest extent permitted by applicable law in the event of any violation of such intellectual property rights by the User.

16. Disclaimer of Warranties

THE USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USER ACCESSES AND USES THE PLATFORM AT THE USER'S SOLE DISCRETION AND SOLE RISK. THE PLATFORM, AND ANY PORTION OR SECTION OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY INTERACTIVE SERVICES AND FUNCTIONALITY AVAILABLE TO THE USER THROUGH THE PLATFORM, ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE RELEVANT MELLOW ENTITY AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLATFORM, 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 LAW, NEITHER THE RELEVANT MELLOW ENTITY NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE PLATFORM OR THE CONTENT OF ANY OTHER INTERNET OR MOBILE RESOURCES RELATING TO THE PLATFORM OR LINKS TO WHICH ARE CONTAINED IN THE PLATFORM. THE RELEVANT MELLOW ENTITY RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO CHANGE, MODIFY, ADD, REMOVE, OR DISABLE ACCESS TO ANY PORTION OF THE PLATFORM AT ANY MOMENT IN TIME.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER ANY AND ALL APPLICABLE LAWS, IN NO EVENT WILL THE RELEVANT MELLOW ENTITY, ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS BE LIABLE TO THE USER OR ANY OTHER PERSON 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 THE USER'S ACCESS TO AND/OR USE OF, OR INABILITY TO ACCESS TO AND/OR USE, THE PLATFORM OR ANY PART OR PORTION THEREOF, EVEN IF THE RELEVANT MELLOW ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, OR HARM ARISING

FROM THE USER'S ACCESS TO AND/OR USE OF, OR INABILITY TO ACCESS TO AND/OR USE, THE PLATFORM.

18. Indemnity

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

- any breach by the User of these Terms of Use;
- the User's infringement or violation of any intellectual property rights, other legal rights, or privacy rights of any third party, including, without limitation, other users of the Platform; and
- misuse of the Platform by a third party where such misuse was made possible due to the User's failure to take reasonable measures to protect the User's login credentials against misuse.
- any breach by the User of the sanctions representations, warranties, or obligations set out in these Terms of Use.

18.2. The relevant Mellow entity reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with the relevant Mellow entity in asserting any available defences. This provision shall remain in full force and effect notwithstanding any termination of the User's use of the Platform.

19. Waiver

BY USING THE PLATFORM AND ACCEPTING THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE MAXIMUM EXTENT AVAILABLE UNDER ANY APPLICABLE LAW, THE USER HEREBY WAIVES AND AGREES TO RELEASE AND HOLD HARMLESS THE RELEVANT MELLOW ENTITY, 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 RELEVANT MELLOW ENTITY, 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 THE USER'S ACCESS TO AND USE OF THE PLATFORM OR ANY PART OR PORTION THEREOF, AND FROM ANY AND ALL ACTIONS TAKEN AS A RESULT OF SUCH INVESTIGATIONS BY THE RELEVANT MELLOW ENTITY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, AND ANY OTHER APPROPRIATE PARTY, INCLUDING BUT NOT LIMITED TO LAW ENFORCEMENT AUTHORITIES.

20. Jurisdictions

The Platform, 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 Platform may link to other websites produced and/or operated by operating divisions or subsidiaries of the relevant Mellow entity, some of which may be located, hosted, or intended to be accessed and used outside the Republic of Cyprus. Such websites may contain information that is appropriate only to the relevant originating country. The relevant Mellow entity reserves the right to limit access to, and the ability to use, the Platform by any person or in any geographic region or jurisdiction. Any offer for any product or service made available through the Platform is void where prohibited.

21. Applicable Law and Dispute Resolution

21.1. 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.

21.2. The User and the relevant Mellow entity shall undertake reasonable measures to resolve any controversial issues, disputes, or claims arising in the course of performance of their respective obligations under these Terms of Use through negotiations.

21.3. If any dispute arises out of or in connection with these Terms of Use, representatives of the affected or involved parties, having authority to settle the dispute, shall, within fourteen (14) business days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

21.4. If the User and the relevant Mellow entity fail to reach an agreement in the course of negotiations, the following shall apply:

- If Product Terms have been entered into, the dispute shall be resolved in accordance with the dispute resolution provisions set out in those Product Terms.
- If no such agreement has been entered into, any dispute, controversy, or claim arising out of or relating to these Terms of Use, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be the Dubai International Arbitration Centre (DIAC). The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English.

22. 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, that provision shall be deemed severable from these Terms of Use and shall not affect the validity or enforceability of any remaining provisions of these Terms of Use.

23. Changes to Terms of Use

To the fullest extent permitted under applicable law, the relevant Mellow entity 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 Platform, and to impose

new or additional rules, policies, terms, or conditions in relation to the Platform, from time to time. Any such changes shall be effective upon publication of the updated Terms of Use on the Platform or the Mellow website, unless a later effective date is expressly stated. Publication in this manner shall constitute sufficient notice to the User. The relevant Mellow entity may, at its discretion, additionally notify the User of amendments to these Terms of Use by sending an email message to the email address listed in the User's Personal Profile or by posting a notice on the Platform or in the User's Personal Profile; however, the absence of such additional notification shall not affect the validity or enforceability of the amended Terms of Use. . The User is solely responsible for regularly reviewing these Terms of Use. The User's use of the Platform or any part or functionality thereof after any changes to these Terms of Use are posted on the Platform or otherwise made available for review will be considered acceptance of those changes and will constitute the User's agreement to be bound thereby. If the User objects to any such changes, the User's sole recourse will be to terminate the relevant Product Terms with the relevant Mellow entity, with subsequent deletion of the User's Personal Profile, and to stop using the Platform.

24. No Right of Future Access

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

25. Change of Ownership

25.1. The User will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Platform of any and all information relating to the User, including the User's registration details, history of use of the Platform, and personal data (where applicable), contained in the applicable database used by the Platform, to the extent that the relevant Mellow entity assigns its rights and obligations in respect of such information in connection with a merger, acquisition, or sale of all or part of the relevant Mellow entity's assets, or in connection with a merger, acquisition, or sale of all or part of the assets relating to the Platform, to a subsequent owner or operator.

25.2. In the event of such a merger, acquisition, or sale, the User's continued use of the Platform signifies the User's agreement to be bound by the terms of use and privacy statement of the

Platform's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of the User's use of the Platform.

26. Miscellaneous

26.1. The terms and conditions set forth in these Terms of Use are fundamental elements of the basis of the agreement between the Operator and the User with respect to the User's use of the Platform, and the User expressly acknowledges and agrees that the Operator would not be able to provide the Platform and its functionality without the limitations and restrictions set forth herein.

26.2. The User will not be liable or responsible for any failure to fulfil any of its obligations under these Terms of Use where such failure is due to any cause or condition beyond the reasonable control of the Operator, including, without limitation, force majeure circumstances.

26.3. The provisions of these Terms of Use that are intended to, or by their nature should, survive termination of the User's use of the Platform shall remain valid and legally effective after any such termination.

26.4. The User expressly agrees that, for the purposes of these Terms of Use, the User is not considered, and shall not represent itself as, an agent, employee, joint venturer, or partner of the Operator, and that use of the Platform does not vest in either the Operator or the User the rights or obligations of such parties.

26.5. The User 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 or obligations hereunder, without the User's consent at any time.

26.6. The User must individually supply all facilities, utilities, and equipment necessary to access and use the Platform, including, without limitation, appropriate computer and/or mobile equipment and internet connections, at the User's sole risk and expense.

26.7. These Terms of Use constitute the entire agreement between the User and the Operator relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions expressly contained in, or made available through, the Platform at any time shall govern the items, functionality, services, or relationship to which they pertain.

27. Contacts

If the User has any comments or questions concerning the User's access to and/or use of the Platform, or in relation to these Terms of Use, the User may contact the relevant Mellow entity using the contact details made available on the Platform.

FIX FREELANCER LTD: Cyprus, Limassol 3030, Theklas Lysioti 17, PISSAS BUILDING, 5&6th floor

For general questions: support@mellow.io

Tech support: support@mellow.io