

THESE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION PROVISION AND WAIVER OF JURY TRIAL. PLEASE READ IT CAREFULLY BEFORE AGREEING.

TERMS OF SERVICE

Effective Date: 15.02.24

These Terms of Service (“**Terms**”) set forth the legal terms and conditions that govern your use of the Services (as defined below). These Terms constitute a legally binding agreement between you as a User (“**User**” or “**you**”) and **VAXION TRADING LTD.**, registered at the address: 14 Spyrou Kyprianou Avenue, 2nd Floor – Office 202, 1075 Nicosia, Cyprus (“**Company**,” “**we**,” “**us**,” or “**our**”) concerning your access to and use of the Services.

BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND MUST DISCONTINUE USE IMMEDIATELY.

THESE TERMS SHOULD BE READ IN CONJUNCTION WITH OUR PRIVACY POLICY, WHICH IS AVAILABLE AT <https://pay.ifiniti.co/Legal/Privacy.pdf> AND FORMS AN INTEGRAL PART OF THESE TERMS.

1. Introduction

1.1 Purpose and Scope: The Services described herein provide a mechanism for the exchange of digital assets at an exchange rate determined by the Client Developer (cashing out). The Terms apply to all Users of the Services, and by engaging with the Services, you consent to the collection and use of information as detailed herein.

1.2 Acceptance of Terms: Your use of the Services signifies your unconditional agreement to these Terms. If you do not agree with any part of these Terms, you must not access or use the Services.

1.3 Amendments to Terms: We reserve the right, at our sole discretion, to amend, update, or change these Terms at any time. By continuing to access or use the Services after any revisions become

effective, you agree to be bound by the updated Terms. If you do not agree to the new Terms, you are no longer authorized to use the Services.

1.4 Other Documents You Accept. Access to the Services is provided via the Platform; however, your utilization of any specific digital asset may also be subject to separate contractual terms set forth by the Client Developer. Company is not responsible for the content, execution, or acceptance of any agreements provided by the Client Developer.

1.5 Additional Policies: In addition to the Terms stated herein, additional conditions, guidelines, or policies pertaining to the Services may be communicated to you through the Platform. These supplementary terms may further govern your use of specific features of the Services provided by Company. By continuing to use the Services, you acknowledge and agree to comply with any such additional terms made available to you on the Platform.

2. Definitions

“Account” means a personal account of User on the Platform, enabling access to and use of the Services.

“Client Developer” means the owner or authorized licensee of the Product, who engages Company's Services to enable Users to manage and cash out digital assets.

“IFC” means a payment obligation that encapsulates both a unique digital asset encoded on the blockchain and a financial commitment equivalent to the value of the digital assets being cashed out. It records the details of digital asset regarding which cashing out occurs, such as the quantity, cash out value, and any pertinent information concerning the cash-out.

“Product(s)” means any form of digital content, including but not limited to videogames, applications, or services, developed by the Client Developer. These Products provide a platform for Users to earn, collect, or purchase digital assets, which can be managed and cashed out through Company's Platform in accordance with these Terms.

“Platform” means the digital service accessible via <https://ifiniti.co/>, provided by Company encompassing all related technologies, software, applications, websites, tools, and services that facilitate cashing out digital assets by Users. The Platform also serves as a communication channel, allowing to manage the exchange of digital assets.

“Services” means any digital product provided by Company, which includes, but is not restricted to, the Platform and the set of services provided to Users while using the Platform and other related offerings.

“User(s)” means a person who has registered the Account on the Platform and uses it to manage and cash out digital assets.

3. Overview of Services

3.1. Access to Services: Users may obtain limited access to the Services by either selecting the relevant option within the Client Developer's Product or through direct registration on the Platform (for particular purposes). Full access to the Services is granted only upon the successful completion of the User's verification process, as detailed herein.

3.2. Activation Process: When User expresses intent to cash out digital assets in the Product, the Client Developer communicates this request to Company, initiating the creation of User's Account for transaction processing, except in cases where direct registration is applicable.

3.3. Automated Account Creation and Email Notification: Upon receiving the request from the Client Developer or User (in cases where direct registration is applicable), Company creates an Account and a unique identifier (UID) for User. Subsequently, an email is dispatched to User with a unique link to access its newly created Account.

3.4. Services Functionality: The Platform provides a comprehensive suite of tools allowing Users to conduct transactions involving their digital assets, view balances, initiate cash out, and monitor transaction histories.

4. User Registration and Account Creation Completion

4.1. Receiving Account Setup Invitation: Following the initial request by the Client Developer, Users receive an email from Company. This email contains a unique link directing User to complete their Account setup on the Platform.

4.2. Account Setup and Verification: Upon accessing the Platform, Users are prompted to enter their personal and contact details to complete their profile. This step includes the creation of login credentials and agreement to these Terms and other Company policies.

4.3. Direct Registration for Specific Purposes: Direct registration on the Platform is allowed for specific purposes, such as when an IFC will be assigned to User by another User (as specified in clause 5.10), if no other functionality is provided. In such cases, User shall complete the direct registration process, which includes providing personal and contact details, creating login credentials, and agreeing to these Terms and any other policies set forth by the Company.

4.4. KYC Compliance: Users intending to perform transactions may be required to undergo a Know Your Customer (KYC) process. The KYC solution is designed to perform identity verification, and review your documents and personality. Cash-out is possible only after successfully completing KYC. As part of the KYC procedure, the Company may request any documents from the User. The list of required documents is at the discretion of the Company

4.5. Account Deletion. Company retains the right to deactivate or terminate User's Account at its discretion.

4.5.1. Primary reasons for potential Account deactivation include:

- (i) Failing to adhere to any provisions of the Terms;
- (ii) Engaging in activities on the Account that, in Company's sole discretion, may compromise or interfere with the Services;
- (iii) Engaging in activities that infringe or violate the rights of third parties;
- (iv) Any activities contrary to applicable local, state, national, or international laws and regulations.

4.5.2. Specific Terms pertaining to Account deletion:

- (i) User's Account may be subject to deletion if Company decides to cease its Services either on a global scale or within specific territories or regions.
- (ii) Other specific reasons for Account deletion may be outlined by Company or in separate agreements.

4.6. Handling of IFC upon Account Deletion. In instances where Account is deleted, either due to Company's or User's decision or User's violation of Terms, the following applies to IFC:

4.5.1. Account closure requirements: Before closing an Account, all active IFC must be addressed. User shall transfer, sell, or cash out its IFC according to the Terms or any additional instructions provided by Company. In case Company initiates the Account deletion due to violations of Terms, User will be notified and given a specific deadline to comply with these requirements.

4.5.2. Information provision for transaction completion: User is obliged to provide all necessary details to enable the transfer, sale, or cash out of IFCs as may be requested by Company.

4.5.3. Security and cancellation window: To mitigate risks of unauthorized access and fraud, a three-month window will be instituted following the Account deletion request. This period allows User the option to retract the deletion request and reclaim their Account, ensuring a secure and considered process for Account termination and IFC management.

4.7. Eligibility. If you are under the age of 18 years (or the applicable age of majority where you live), you and your parent or guardian must review these Terms together. Parents and guardians are responsible for the acts of children under the age of majority using the Services. Please note that payment details used for transactions on the Platform must be those of a legal adult. Minors are not permitted to provide payment credentials, and it is the responsibility of the parent or guardian to ensure that any financial transactions conducted by minors are closely supervised and executed with adult consent and oversight. Eligibility to cash out via the Platform is reviewed after you submit a request to cash out.

5. Withdrawal Transactions

- 5.1. Transaction Initiation and IFC Creation:** When User decides to cash out digital assets, the Client Developer sends a withdrawal request to Company, specifying User's unique identifier (UID) and the withdrawal amount. In response, Company generates IFC.
- 5.2. Notification and Purpose of Freeze Period:** Following the IFC issuance, a mandatory freeze period is initiated to allow the Client Developer to verify the authenticity of the digital assets and ensure there is no fraudulent activity associated with the transaction. The duration of this freeze period is communicated to both the Client Developer and User and is explicitly stated on the Platform.
- 5.3. Extension of Freeze Period:** Upon the Client Developer's request, the freeze period may be extended by Company to facilitate additional verification measures. Such an extension serves to safeguard the integrity of the transaction and the interests of all parties involved.
- 5.4. Authorization for Withdrawal:** Upon the conclusion or extension of the freeze period, User will be notified of the IFC's readiness for withdrawal via the Platform (the corresponding function will become available). User is then required to select a withdrawal method, confirm the transaction details, and authorize Company to execute the withdrawal.
- 5.5. User-Selected Payment Method Fees:** Users will incur fees based on the payment method selected for cashing out of digital assets. These fees are pre-determined and will be transparently disclosed to User during the withdrawal process, ensuring Users are informed prior to completing any transaction.
- 5.6. Additional Fees/Charges:** Users understand that additional fees and charges may be applied by their bank, card issuer, or payment provider, which are beyond the control of Company. Company is not responsible for any additional charges that may be levied by third-party financial institutions or payment services in relation to transactions on the Platform.
- 5.7. Cancellation:** Users have the option to cancel the IFC and reverse the withdrawal transaction. However, such cancellation can only be executed after the mandatory freeze period has elapsed. This ensures that all necessary verifications are complete, protecting User, the Client Developer and Company from potential fraud. Should User opt to cancel the IFC post-freeze period, User may

transfer the digital asset back to the Product, subject to the specific return conditions set by the Client Developer itself. Please note that any fees and charges associated with the issuance and cancellation of the IFC are non-refundable.

5.8. Taxes Responsibility: Users are solely responsible for determining any tax implications and reporting responsibilities related to their use of the Platform, including transactions involving digital assets. Users should consult with their own tax advisors to ensure compliance with applicable tax laws and regulations in their jurisdiction. The Platform does not provide tax advice and disclaims any liability for the tax consequences of any transactions carried out on the Platform.

5.9. Geographic Restrictions on Payments: Please be aware that due to certain legal and regulatory constraints, Company may not be able to process payments to certain countries, entities, or individuals. Affected Users will be directly notified of any such limitations that pertain to their transactions. In such cases, Users reserve the right to cancel the transaction as specified in these Terms or as instructed on the Platform.

5.10. Transfer of IFC: User may transfer IFC to any third party at their discretion without any consideration. IFC can only be transferred at the end of the Freeze Period. If the recipient of the IFC is not already a registered User on the Platform, they shall directly register as specified in clause 4. Both parties are required to accept the consent agreement on the Platform at the time of IFC transfer.

6. User Obligations and Conduct

6.1. User Conduct: Users are obligated to interact with the Platform and the Services in a lawful and ethical manner. Any actions that infringe upon the rights of others, violate applicable laws, or breach these Terms are strictly prohibited. Users must refrain from negatively presenting the Platform and/or Company and/or its affiliates in any manner that could harm their reputation or public image.

- 6.2. Accuracy of Information:** Users must provide complete, accurate, true and up-to-date information during all interactions with the Platform, including but not limited to the Account creation, KYC process, and transactional procedures.
- 6.3. No Misrepresentation:** Users must not provide false or misleading information to the Services and must not impersonate others or access unauthorized sections of the Services.
- 6.4. Security of Account:** Users are responsible for the security of their Account and shall take reasonable steps to prevent unauthorized access. User's Account is personal to them and any sharing of login credentials is forbidden and should be reported immediately if suspected. Company is not responsible for any unauthorized access to your Account, and we may hold you liable for any loss or damage suffered by us or any third party from such unauthorized use of your login credentials or Account.
- 6.5. Compliance with Laws:** Users shall comply with all applicable laws and regulations in their use of the Services.
- 6.6. No Hacking or Cheating.** Users are prohibited to engage in, facilitate, or promote any unauthorized activities that compromise the integrity, security, or functionality of the Platform, including but not limited to hacking, cheating, or exploiting vulnerabilities in the Platform's code.
- 6.7. Integrity and Fair Use of the Platform.** Users must not interrupt or interfere with the normal operation of the Platform or any functionality contained in or provided through the Platform. Users should not unreasonably affect others' use of the Platform in any way.
- 6.8. Notification of Errors:** Users have an obligation to promptly report any errors, discrepancies, or suspicious activities noticed within their Accounts or transactions to support@IFINITI.co.
- 6.9. Respect for Intellectual Property:** Users shall not infringe upon the intellectual property rights of Company, Client Developers, or any third parties. This includes unauthorized use or reproduction of any related software, content, or branding.

7. Compliance and KYC Procedures

7.1. KYC Compliance and User Verification: In accordance with regulatory requirements, all Users shall undergo a comprehensive Know Your Customer (KYC) procedure. This procedure is a critical part of our commitment to prevent unauthorized use by minors, identity theft, financial fraud, etc.

7.2. Required Documentation for KYC: To comply with KYC requirements, Users shall provide various forms of identification and personal information upon Company's request, which may include, but are not limited to:

- Personal data such as full name, date of birth, and government identification numbers.
- Contact details including email address and phone number.
- Address verification through utility bills or similar documents.
- Photographic ID and a live captured selfie to verify the identity of User.
- Scans or photographs of documents confirming User's residential address, etc.

7.3. Verification Process: User's submitted information may be verified against third-party databases and watchlists as required by applicable laws and regulations. Users consent to the use of their personal information for such checks and acknowledge that Company may take steps to confirm the authenticity of the documentation provided.

7.4. Ongoing Compliance and Monitoring: Company shall perform ongoing monitoring of User transactions to detect and report suspicious activities. This is in line with our commitment to uphold the highest standards of financial compliance and to cooperate with regulatory bodies as required.

7.5. User Responsibility: Users are responsible for providing complete, accurate, true and up-to date information during the KYC process and for updating their information should there be any changes to their personal or contact details.

8. Intellectual Property Rights

8.1. Ownership of Intellectual Property: All content, features, functionalities, services, and technologies comprising the Platform are and shall remain the exclusive property of Company and its licensors, protected under copyright, trademark, patent, trade secret, and other intellectual property laws.

This encompasses, but is not limited to, software, text, graphics, logos, images, compilations, and Company's trademark.

8.2. Prohibitions on Unauthorized Use: Users are strictly prohibited from:

- 8.2.1. replicating, copying, modifying, creating derivative works from, publicly displaying, publicly performing, republishing, downloading, adapting, decompiling, decoding, reverse engineering, disassembling, storing, or transmitting any of the material on the Platform, except as incidentally necessary to view and use the Platform as intended;
- 8.2.2. any use of the Platform's content, features, or functionality for commercial purposes without express written consent from Company is expressly forbidden.

8.3. License: Subject to your compliance with the Terms, Company grants, and User accepts a license to use the Platform solely for personal, non-commercial use, provided User complies with all the terms and conditions of these Terms. This license does not give User any ownership rights. The license granted to you under these Terms is:

- **limited** - you can use the Platform only for the purposes and by means as provided by these Terms;
- **non-exclusive** - you are not the only User (licensee), and we may grant the same or any other license to others;
- **for personal use only** - you can use the Platform only on your personal device (which is used solely for your personal purposes and primarily by you), and your use of the Platform explicitly excludes any commercial or other non-personal use;
- **revocable** - means that we can revoke the license;
- **non-transferable** - means the license is granted solely to you, and you cannot assign, sublicense, or otherwise transfer it to any other person (whether individual or entity). For the avoidance of doubt, your rights and obligations under the license are non-transferable, whether in whole or in part.

8.4. Protection of Intellectual Property: Company will enforce its intellectual property rights to the fullest extent of the law. Users must respect these rights and refrain from any action that could infringe upon Company's intellectual property.

9. Limitations of Liability:

9.1. Scope of Liability: To the maximum extent permissible by law, Company's liability to Users in relation to the Services is restricted to direct damages only. This limitation applies irrespective of the nature of the legal claim, whether in contract, tort (including negligence), breach of statutory duty, or otherwise. Specifically, Company is not liable for indirect, incidental, special, consequential, or punitive damages, such as loss of profits, business interruption, loss of anticipated savings, loss of business opportunity, loss of data, or loss of goodwill.

9.2. Liability Cap: To the maximum extent permissible by law, User agrees that neither Company nor any of Company's subsidiaries, affiliated companies, third party providers, or our or their employees, members, shareholders, officers or directors shall be liable for any damages in excess of \$500.00. This limitation shall apply regardless of the basis of your claim, whether other provisions of these Terms have been breached, or whether or not the limited remedies provided herein fail of their essential purpose.

9.3. Excluded Liabilities: Nothing in these Terms excludes or limits Company's liability for gross negligence, willful misconduct, death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded or limited by law.

9.4. No Warranties: EXCEPT WHERE NOT PERMITTED BY LAW, YOU AGREE AND ACKNOWLEDGE THAT THE SERVICE IS PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND WE, AND OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT

OR ANY OTHER WARRANTIES OF ANY KIND IN AND TO THE SERVICE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY.

9.5. **Acknowledgement of risk:** USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PARTICULAR WEB BROWSER, OPERATING SYSTEM OR THIRD PARTY SOFTWARE IS SUPPORTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE OR ANY SOFTWARE IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.

9.6. **Non-Liability for Third Parties:** Company is not responsible for the actions, errors, or omissions of any third parties involved in the provision of the Services. This includes network operators, data providers, payment providers and any other third-party service providers.

9.7. **No permission to limitations:** Some states may not permit certain disclaimers and limitations, and any such disclaimers or limitations are void where prohibited.

10. Indemnification

10.1. **User's Indemnification Obligation:** Users agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising from or in any way related to User's violation of these Terms, misuse of the Services, or violation of any law or the rights of a third party.

10.2. **Procedure for Claim:** In the event of a claim that is subject to indemnification under these Terms, Company will provide prompt notice to User. User will assume the defense of such a claim, with Company having the right to participate in the defense at its own expense.

10.3. **Settlement of Claims:** User must not settle any claim without Company's prior written consent, which shall not be unreasonably withheld. The settlement must fully absolve Company of all liability.

10.4. **Limitation on Indemnification:** This indemnification obligation does not extend to liabilities, claims, or expenses resulting from Company's own negligence, willful misconduct, or violations of law.

11. Terms of Modification.

11.1. **Dynamic Adaptation:** Company reserves the unilateral right to amend, update, or enhance these Terms to reflect legislative changes, regulatory requirements, or service improvements. These adjustments may be made at Company's discretion, and in certain instances, may be enacted without prior notice.

11.2. **Notification of Amendments:** Whenever possible, Company will inform Users of any significant modifications to these Terms via User's registered email or through a conspicuous notification on the Platform.

11.3. **Effectiveness of Changes:** Amendments become effective immediately upon notification. The responsibility lies with User to regularly review these Terms. Continued use of the Services after such changes shall constitute User's consent and agreement to the amended Terms.

11.4. **Responsibility to Review:** Users are encouraged to consistently review the Terms to remain informed of any updates. If any amendment is unacceptable to User, the sole remedy is to discontinue using the Services.

12. Third party content and links.

12.1. **External Resources:** The Services may reference external resources or websites ("External Links") for informational purposes or as part of the Services provision.

12.2. No Endorsement of External Links: Company does not endorse, and is not responsible for, the content on any External Links, regardless of whether such content is connected to Company's partners or service providers. Interaction with any External Links is conducted at User's own risk.

12.3. User Discretion Advised: Users should exercise discretion while interacting with any External Links. Company disclaims all liability related to the content, policies, or practices of any third-party resources.

12.4. Risk Acknowledgement: Users acknowledge that Company is not liable for any losses, damages, or other liabilities incurred as a result of accessing or using External Links. Users are advised to review the terms and privacy policies of any linked external resources.

12.5. Use of Third-Party Providers for Payments: Company reserves the right to engage third-party providers to facilitate and process payments. These third-party providers may be responsible for handling payment transactions, ensuring secure and efficient processing, and managing any related financial services on behalf of Company. By using the Platform's Services, the User acknowledges and agrees that third-party providers may be involved in the payment process.

13. Privacy and Data Protection. Company is committed to protecting the privacy and security of Users' personal data. The collection, use, and disclosure of personal information are governed by our [Privacy Policy](#), which is incorporated by reference into these Terms.

14. Governing Law and Jurisdiction. Arbitration.

14.1. Arbitration Agreement: Any disputes or claims arising out of or in connection with the Services shall be resolved exclusively through final and binding arbitration, rather than in court, except where statutory provisions dictate otherwise. This arbitration is subject to the Federal Arbitration Act and conducted under the rules of the American Arbitration Association (AAA).

14.2. Arbitration Process: To initiate an arbitration process, a written notification describing the nature of the claim must be sent to 108 Lakeland Avenue, Dover, Kent, 19901, USA. The arbitration will take place in Wilmington, State of Delaware, and will be conducted in English. Payment of all filing,

administration and arbitrator fees will be governed by the AAA's rules. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator will be strictly confidential for the benefit of all parties.

14.3. Arbitrator's Authority: The arbitrator shall have the authority to award the same damages and relief as a traditional court, including injunctive or declaratory relief, and must adhere to the terms of these Terms.

14.4. No Class Actions: All arbitration proceedings shall be conducted on an individual basis only. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted.

14.5. Litigation for Intellectual Property: Notwithstanding the arbitration agreement, Company retains the right to seek injunctive or other equitable relief from a court to prevent or address infringement or other misuse of intellectual property rights.

14.6. Jurisdiction for Non-Arbitrable Disputes: In the event arbitration is not applicable, any litigation arising from the use of the Services will proceed exclusively in the state or federal courts located in Wilmington, Delaware. Users expressly waive any objections to such jurisdiction and venue, and agree to exclusive jurisdiction in Delaware.

14.7. Digital asset Disputes: Disputes related directly to digital assets, their validity, ownership, or any transactions shall be addressed directly with the Client Developer. Company's role in such disputes is limited to facilitating the transaction process as per User's instructions and does not include the resolution of digital content issues.

15. Compliance with Sanctions Policy

15.1. Adherence to Sanctions Laws: User acknowledges that Company operates in compliance with applicable sanctions laws and regulations, which may include those enforced by the United States, European Union, United Nations, and other relevant bodies.

15.2. **Restricted Transactions:** Company reserves the right to refuse Services, terminate Accounts, or cancel transactions that are identified as being in breach of sanctions laws or are associated with sanctioned individuals, entities, or jurisdictions.

15.3. **User Responsibility:** You represent and warrant that you are not located in, under the control of, or a national or resident of any country subject to trade sanctions or embargoes. Furthermore, you agree not to use the Services for any transactions that may violate sanctions laws.

15.4. **Due Diligence:** Company conducts due diligence to ensure compliance with sanctions regulations and may request additional information from you to confirm your eligibility under such laws.

15.5. **Notification of Sanctions:** Should Company become aware of any User involvement in sanctioned activities, it will take appropriate action, which may include reporting to and cooperating with the relevant authorities.

16. Miscellaneous Provisions

16.1. **Severability and Enforcement:** If any term of these Terms is deemed unenforceable or illegal, it shall be modified to the least extent necessary to make it enforceable, preserving the intent of the original clause. The remainder of the Terms shall remain in full force and effect.

16.2. **No Formation of Partnership:** These Terms do not create any partnership, joint venture, employer-employee, or agency relationship between Company and User.

16.3. **No Restrictions of Rights:** Nothing in this Terms is intended to have or has the effect of excluding, restricting or modifying the application of any applicable law of any local jurisdiction that cannot be excluded, restricted or modified by agreement between us.

16.4. **Assignment:** Company may assign its rights and obligations under these Terms at any time to any entity without prior notice to or consent from User. User may not assign these Terms without the express written consent of Company.

- 16.5. **Waiver:** Failure by Company to enforce any right or provision in these Terms will not constitute a waiver of such or any other provision.
- 16.6. **Language:** The English version of the Terms is the only original version and shall prevail in the event of any differences, questions, or disputes concerning the meaning, form, validity, or interpretation.
- 16.7. **Notices:** All notices given by you or required under these Terms shall be in writing and addressed to 14 Spyrou Kyprianou Avenue, 2nd Floor – Office 202, 1075 Nicosia, Cyprus, or sent via email to support@IFINITI.co.
- 16.8. **Equitable Remedies:** User acknowledges that monetary damages may not be a sufficient remedy for the breach of these Terms and consents to Company obtaining any injunctive or equitable relief deemed necessary or appropriate.
- 16.9. **Force Majeure:** Company is not liable for any failure to perform caused by circumstances beyond its control, including but not limited to acts of God, natural disasters, or network outages.
- 16.10. **Entire Agreement:** These Terms, including any documents referenced herein, constitute the entire agreement between User and Company regarding the Services.