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RESTAFF PLATFORM TERMS OF USE

Version 2.2 – July 2026

These Terms of Use of the Restaff Platform (*Terms of Use*) represent a legally binding agreement entered into between you (*Customer, you*) and ReStaff Limited, with the registered office at Unit 2C - P34, 2/F, Hung to Center, 94 - 96 How Ming Street, KL, Hong Kong (*Restaff, we*), and regulate the use of the Restaff platform, located at: app.restaff.work, including the mobile applications associated with her (*hereinafter collectively referred to as the "Platform"*) to access and use the Platform, and the use of website https://restaff.work, https://restaff.pro. For the purposes of the Terms of Use, by the Customer is meant a company, including an individual entrepreneur who is a customer of Restaff services directly or through Restaff's partner and is using the Platform *(Company)*, and subcontractor, an individual, including an individual entrepreneur or a payer of professional income tax (self-employed), and registered on the Platform as a subcontractor and accepted the terms of the Subcontractor Offer Agreement for works / services *(User)*. These Terms of Use also apply to Platform-related services, which are currently provided or will be provided by Restaff or any of its affiliates as well as software and applications in any way associated with the Platform or any of its affiliated persons.

1. Acceptance and Changes to the Terms of Use
1.1. By obtaining access to or using the Platform, signing up on the Platform, by downloading and installing the mobile application, you acknowledge that you have understood and unconditionally accepted all the Terms of Use of the most recent version available on the websites https://restaff.pro/terms, https://restaff.work/terms without any exceptions and/or limitations, as well as that you act on your own behalf and in your own interest. If you do not agree to these Terms of Use, please do not use the Platform.
1.2. By granting you access to the Platform, Restaff, acting reasonably and in good faith, believes that (a) you hold all necessary rights to use the Platform, (b) you ensure security of your password and authentication data, (c) you have provided valid information about yourself, (d) you have read and accepted these Terms of Use.
1.3. Restaff reserves the right to amend these Terms of Use at any time with notice to User by way of publishing the revised version of the Terms of Use on the Platform. In doing so, Restaff warrants and represents that the current version of the Terms of Use is valid from the moment of its publication on the Platform. The publication date is indicated under the title of these Terms of Use. You agree that it is your solely responsible for reviewing the revised text. Your continued use of the Platform after any changes hereto have come into effect, shall constitute your acceptance of such changes, regardless of whether you have received a notice of or become familiarized with such changes. If you do not agree to any of the changes, you shall discontinue using the Platform. Restaff assumes no obligation to refund remuneration paid to your termination of use of the Platform. Restaff assumes no obligation to pay any additional compensation in connection with your decision to stop using the Platform.
1.4. Restaff shall not process personal data of individuals under the age of 14 years. Any registration, use, or access to the Platform by persons under the age of 14 is illegal, unlicensed and violates these Terms of Use. By using any of the services available on the Platform, you claim and guarantee that you are 14 or older, that you agree and comply with all terms and conditions of these Terms of Use, and that you will comply with the age restrictions set forth in your country of residence.
1.5. Restaff does not claim that this Platform operates in accordance with the legislation or regulations of your country of residence. By using the Platform, you confirm that you comply with the minimum age limit and other requirements to this activity in your country of residence. If you do not comply with the minimum age limit and other requirements, please stop using the Platform immediately.
1.6. In the event that an invoice, bill, act, report, task, commercial offer, or other document generated, sent, signed, paid, or otherwise accepted through the Platform or in connection with its use contains a reference to these Terms of Use without specifying their version, date of revision, or other identifying information, the version of the Terms of Use published on the official Restaff Terms of Use page and valid at the time of signing, payment, acceptance, or other confirmation of the relevant document by the Customer, depending on which of these actions is performed by the Customer first, shall be considered applicable. The inclusion of a reference to the Terms of Use in such a document without specifying the version number, date of revision, or similar information does not

affect the validity of such a document, the acceptance of the Terms of Use by the Customer, or the application of the relevant current version of the Terms of Use to the relationship between Restaff and the Customer.
In the event of a discrepancy between the version number, date of revision, or other information about the Terms of Use specified in such a document and the version of the Terms of Use published on the official Restaff Terms of Use page at the applicable time, the version of the Terms of Use published on the official Restaff Terms of Use page shall prevail, unless otherwise expressly agreed upon by Restaff and the Customer in the relevant document.

2. Restaff Accounts

2.1. After accepting the Terms of Use, the Customer registers on the Platform, as a result of which an account is created for the Customer.

2.2. During the registration process, the Customer is required to undergo identification by providing certain personal data, including but not limited to full name, passport details, telephone number, and a scanned copy of an identity document. The Customer shall also provide a “selfie with passport” to verify that the submitted personal data pertains to the identified natural person whose personal data is already in Restaff’s possession.

By creating an Account during registration on the Platform, the Customer expressly acknowledges and agrees that, by checking the respective box, the Customer provides their full and informed consent to the Platform’s Privacy Policy available at the following link: https://restaff.pro/policy. The Privacy Policy constitutes an integral part of these Terms of Use and governs the collection, use, storage, and protection of the Customer’s personal data.

2.3. In some cases, other documents may be requested, the Customer will be aware of this during the identification process.

2.4. The User undertakes to provide Restaff with the documents requested during registration for the purposes of using the Platform, receiving Assignments, performing work/rendering of services on the basis of a Subcontractor Offer Agreement for works / services and receiving remuneration.

2.5. Any actions performed through the Client’s Account shall be deemed to have been performed by the Client or by a person duly authorized by the Client. The Client shall independently ensure the confidentiality of the credentials used to access the Account and verify the existence and scope of the formal authority granted to each person provided with such access. The provision of access credentials to a Company Account shall constitute confirmation that the relevant person has been authorized to perform actions on the Platform on behalf of the Company.

The verification by the Client of such person’s authority and identity shall not exclude Restaff’s right, or, where required by Applicable Law, Restaff’s obligation, to independently identify, verify the identity of, and conduct due diligence on any person obtaining access to the Platform, including verifying that the actual user corresponds to the information provided by the Client.

2.6. For security purposes, the Company undergoes double authentication to enter the Platform. To pass double authentication, the Company sets a Password, and also indicates its email in order to be able to recover the set Password.

2.7. The Company, when providing an authorized person with access to the Company's account, must indicate the personal data of this person requested

by the Platform. At the same time, she guarantees that she has received in advance the consent of this person to the processing of the specified data by Restaff under the terms of the Terms of Use and has identified such person.
2.8.Clients shall maintain the confidentiality of their Accounts and authentication credentials. Until the Client notifies Restaff that its Account or authentication credentials have been obtained by third parties, and unless Restaff has information indicating otherwise, all electronic documents and messages originating from the Client's Account shall be deemed to have been signed and sent by the Client or by a person duly authorized by the Client. For the purposes of ensuring secure access to the Platform, preventing fraud, unauthorized transactions and other unlawful activities, conducting due diligence, and complying with Applicable Law, Restaff may request from the Client and/or any person obtaining access to the Account additional documents, data and information necessary for identification, identity verification and confirmation of authority, and may restrict or suspend access to the Account until the relevant verification procedures have been completed. The identification performed by the Client in accordance with Clause 2.7 of these Terms of Use shall neither replace nor limit any independent verification conducted by Restaff.
2.9. Customers must use the Platform personally and/or provide account access only to formally authorized persons. The Customer is not entitled to communicate or otherwise transfer his data, the disclosure of which may entail access of third parties to the Customer's account.
2.10. By using the Platform, the Customer agrees to receive informational messages about the Platform from Restaff. The Customer has the right to refuse to receive informational messages by using the appropriate functionality of the Platform or by following the instructions specified in the received message.
2.11. The Customer's personal data specified by him in the account can be used by Restaff to send him informational messages about the Platform and changes on it.
2.12. or access to the Platform, the Customer requires an internet connection and an up-to-date browser of the types Internet Explorer, Chrome or Firefox. Insofar as the Restaff offers apps for download in app stores, the terms of use of the respective app store operator shall apply. The technical requirements for downloading and using the app are also set out in the respective app store. Furthermore, corresponding hardware is required (e.g. internet-enabled hardware device), which is capable of operating the aforementioned browsers or apps.
3. Privacy Policy
3.1. Restaff shall comply with the terms of its Privacy Policy, as well as with the applicable law while receiving, processing, using, storing and protecting personal data and other information obtained during the course of your using the Platform. The Privacy Policy constitutes an inherent part of these Terms of Use. Please, read the Privacy Policy carefully to become familiarized with the detailed information related to the collection, use and disclosure of your personal data.

3.2. Customer may at their own discretion invite third parties to the Platform. Customer, acting as a personal data operator with respect to such third parties, instructs Restaff to store such personal data using the required security hardware and software for the proper performance of these Terms of Use by Customer. Restaff undertakes to keep confidential such personal data and to ensure the security of its storage. In doing so, Customer undertakes to obtain a prior consent from such third parties to receiving requests from the Platform.
4. Rights of use and application of the Platform
4.1. Restaff offers its Customers Platform, software-as-a-service solution. Restaff acts as General Contractor for Companies and has the right to attract subcontractors - Users for the performance of works and/or rendering of services.Through the Restaff's Platform, Users and Companies can carry out business transactions with Restaff.
4.2. The Company may use the Platform only to enter into contracts and conduct transactions with Restaff. Users may use the Platform only to render services and perform works for Restaff.
4.3. The Customer shall receive simple, non-sublicensable and non-transferable rights of use for the Platform, limited to the term of this Terms of Use, in accordance with the following provisions.
4.4. The Platform is intended for the direct use by the Customers of its functionality in their own business activities.
4.5. The Customer's right of use is limited to access to the Platform on the server. There shall be no physical transfer of the Platform to the Customer.
5. Restriction of Usage Rights
5.1. You are not permitted to, and you agree not to permit others (including, but not limited to) to:
• Decode, reverse engineer, disassemble and/or decompile (translate the object (machine readable) code into a source code) any part of the Platform.
• Modify the Platform, including but not limited to, change the program object code or the functioning of the Platform and/or any part thereof, the exception being when such changes are made through the embedded (interface) features of the Platform and are described in the documentation for the Platform, as well as changes that are necessary for the correction of errors, provided that the Restaff is in default with correction of the error, refuses to rectify the error or is unable to rectify the error due to the initiation of insolvency proceedings.

● Enable unauthorized persons to use the Platform, namely: disclose your credentials to third parties, including through networking and other channels, as well as sell, lease, let out or sublicense to third parties the usage right with respect to the Platform (in whole or in part).
● Introduce any changes to the information about the Platform's right holder, including but not limited to, change or delete the right holder's name, the Platform's name, texts and graphics embedded into the Platform, Restaff's logo and other trademarks registered by Restaff and third parties.
● Create derivative products based on the Platform or any internal functional component of the Platform, combine or integrate the Platform with any software or hardware products whatsoever, unless otherwise expressly provided for by these Terms of Use or a separate agreement between the Parties.
● Create, use, share and/or publish any materials related to the Platform where such actions may breach any confidentiality obligations, infringe any intellectual property rights or personal data protection rights, or provoke illegal activities such as piracy, hacking or distribution of counterfeit software.
● Impersonate another person or legal entity, misrepresent yourself, log into someone else's account.
● Advertise or promote third-party companies or products, post links to or addresses of third-party websites.
● Publish confidential information of other users or third parties on the Platform.
● Upload third-party copyright or trademark protected objects to the Platform.
● Intimidate or harass other users of Restaff or propagate sexual content, violence or discrimination by race, sex, ethnicity, disability, sexual orientation or age.
● Use the Platform to distribute materials or content that Restaff, based on its subjective judgement, considers defamatory, obscene, offensive, pornographic or hateful in nature, or soliciting, abetting and instructing others to perform unlawful acts such as criminal offense, harmful activity or self-harm, provoking or causing hostile reaction, especially trolling and bullying, or intending to harass, do harm, intimidate others, cause to suffer, as well as containing any other threats whatsoever, including threats of physical violence.
● Use the Platform whenever its failure may directly result in death, injury or substantial physical or environmental damage.
● Use technical support or reporting functions for unintended purposes.

- Create assignments, select or modify methods of remuneration payment, tax or other status, or provide, modify or otherwise use any data for the purpose of using the Platform in ways not provided by its functionality and/or these Terms of Use, including for the purpose of carrying out illegal, fraudulent or otherwise unlawful activities, including but not limited to money laundering, terrorist financing and/or financing of prohibited organizations, as well as creating fictitious or sham services or services aimed at misclassification or concealment of employment relationships.Restaff regularly implements measures and technologies aimed at detecting, preventing and suppressing abuse, fraud and other unlawful activities. In this regard, solely for the purposes of preventing money laundering, terrorist financing, fraud, unauthorized transactions and other unlawful activities, as well as for compliance with applicable law, Restaff shall have the right, at its sole discretion, to:
    - reject or refuse to accept any assignment posted on the Platform;
    - request additional documents, data or information necessary for verification, identification, due diligence or clarification of circumstances related to the use of the Platform;
    - temporarily restrict or fully block access to the Platform for the relevant User or Company;
    - suspend processing of assignments, payments or any other operations on the Platform until completion of the relevant checks.

5.2. Should the Restaff create new versions, updates, upgrades or other new deliveries relating to the Platform during the term, the above rights shall also apply to these.

5.3. In the event of a breach of the above provisions, the Restaff shall reserve the right to block the Customer's access, either temporarily or permanently, but not before corresponding notification and the granting of a reasonable period of time to remedy the breach by the Customer. In the event of a temporary or permanent block, the Restaff shall block the access authorisation and notify the Customer accordingly. Should the Customer continue to infringe or repeatedly infringe the above regulations despite a corresponding reminder from the Restaff and if it is responsible for this, the Restaff may terminate the Terms of Use extraordinarily without observing a notice period. Further claims on the part of the Restaff shall remain unaffected. The foregoing shall be without prejudice to any other rights of Restaff under these Terms of Use, including, without limitation, the rights set out in Clause 5.1.

6. General Contractor

6.1. Restaff acts as General Contractor in relations with Companies and independently attracts subcontractors - Users for the performance of works and/or rendering of services.

6.2. The User undertakes to perform work and render services for Restaff (General Contractor) as part of the Assignments on the Platform, and Restaff agrees to accept the results of the work performed and services rendered and pay the User remuneration for the work performed and services rendered under the terms of these Terms of Use.

6.3. The Company undertakes to place Assignments on the Platform for the performance of work and the provision of services for Restaff, as well as to accept the results of the work performed and services rendered by Restaff and pay on the terms of these Terms of Use.

6.4. The Customers agree that the Company, at the time of placing the Assignment for Restaff, and the User, at the time of accepting the Assignment from Restaff, provide their willful acceptance with all material terms of performance of works and/or rendering of services set forth by the applicable Assignment. The material terms set forth by Assignments include:
6.4.1. The volume of works and/or services to be performed/rendered within the scope of the Assignment;
6.4.2. Timeframes for the completion of the Assignment, as well as the timeframe for transferring to Restaff of the result;
6.4.3. When applicable, the requirement to assign from the User to Restaff the intellectual rights to intellectual property;
6.4.4. The amount of the User's remuneration payable for the completion of the Assignment;
6.5. The Assignment may involve the creation of intellectual property, the intellectual property intellectual rights in or to which are owned by Restaff or third parties (including but not limited to Companies) authorizing Restaff to modify, add to, or otherwise remake such intellectual property. The User undertakes to create intellectual property without using the intellectual property of third parties and without violating the rights of any third party to any intellectual property. The effect of this clause does not extend to cases where the User is the rights holder with respect to the relevant intellectual property that is used by the User in creation of intellectual property under the Assignment.
6.6. The User undertakes not to use in the creation of intellectual property any software with open source code or any other intellectual property, the use of which is allowed based on open licenses, if the terms of such open licenses do not provide for the ability to unrestricted and royalty-free use of such open-source software or other intellectual property as part of Intellectual Property, including in commercial software products, or in commercial activities by any party, except when the use of such software is directly permitted in a particular Assignment.
6.7. Upon uploading the result to the Platform through the User’s account, the User irrevocably, unconditionally and for the entire term of protection of intellectual property rights, and without any territorial limitations whatsoever, fully transfers, conveys and assigns to Restaff (with full title guarantee and free from any liens or encumbrances) all intellectual property rights in full, including, without limitation, the exclusive right, in and to any intellectual property forming part of or constituting the result, and Restaff accepts all such rights in full. For the avoidance of doubt, the foregoing assignment shall apply to all intellectual property created by the User in the course of performing the relevant Assignment, except to the extent that any intellectual property owned by the User is incorporated into the result and is licensed (and not assigned) in accordance with Clause 6.8 or is otherwise expressly designated in the relevant Assignment report (including any acceptance report, statement or similar document executed via the Platform) as not subject to assignment. In such cases, the provisions of Clause 6.8 and/or the relevant Assignment report shall prevail with respect to such intellectual property.

Subject to the foregoing, Restaff shall have the right to transfer, assign or otherwise make available the intellectual property rights in the results to the Company upon payment by the Company of the applicable remuneration to Restaff. To the extent that any intellectual property is not assigned to Restaff in accordance with this Clause but is licensed under Clause 6.8 or pursuant to the relevant Assignment report, Restaff shall have the right to grant to the Company corresponding rights (including by way of sublicense) to such intellectual property to the extent necessary for use of the results.

The provisions of this Clause extend, inter alia, to cases where the User performs works on creation of results in the form of intellectual property under Assignments posted on the Platform.

6.8. The Parties agree that to the extent the User incorporates, uses or embeds any intellectual property owned by the User in the course of creating any results under an Assignment, then upon transfer of such results to Restaff, the User hereby grants to Restaff an irrevocable, perpetual, worldwide, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, adapt, distribute, display, perform and otherwise exploit such User intellectual property as part of the relevant results, by any means and for any purposes whatsoever.

Such license shall include the right of Restaff to transfer, assign, sublicense (including multiple tiers of sublicenses) and otherwise make such intellectual property available to third parties (including, but not limited to, Companies) without any further consent of the User.

Notwithstanding the foregoing, where it is expressly specified in the relevant Assignment report (including any acceptance report, statement or similar document executed via the Platform) that certain intellectual property of the User is not subject to assignment but is provided on a license basis, the terms of such report shall prevail with respect to such intellectual property, provided that such report clearly identifies the relevant intellectual property and the applicable licensing terms.

6.9. The Parties unambiguously agree that in case it is requested by Restaff via the account the User shall undertake to perform any and all actions and execute and deliver to Restaff any and all documents that may be necessary for the due and full accomplishment of assignment of intellectual rights in and to intellectual property created by the User to Restaff, and provide any and all other assistance to secure, perfect and enforce all rights of Restaff in and to intellectual property as may be requested by Restaff from time to time, and to take or abstain from taking any actions as necessary to ensure the sole and exclusive right of Restaff in and to intellectual property created by the User.

6.10. From the moment of uploading the corresponding result containing intellectual property, the User does not retain any rights of any kind in relation to such intellectual property, and the transfer of the corresponding result to Restaff deprives the User of any and all rights in and to Intellectual Property, including the rights to use, dispose, assign, transfer or convey or license or grant any other right of any kind in or to Intellectual Property to any third parties (including, but not limited to Companies).

6.11. The parties irrevocably agree that from the moment of alienation of exclusive rights to intellectual property, by uploading the result through the account, the User shall not, under any circumstances challenge or contest, or cause or assist in any way any third party with challenging or contesting the validity of intellectual property and / or Restaff's sole and exclusive intellectual property right. The provisions of this clause extend, inter alia, to cases where Restaff alienates intellectual property rights to third parties (including, but not limited to, Companies).
6.12. The User shall be solely and fully responsible for use of copyrightable items owned by third parties in the results of the performed works, and in case if any claim is raised by a third party to such work results, the User undertakes to rectify all such claims by itself and at its own expense and secure at its own expense the usage of such results.
6.13. The Customers hereby unambiguously agree that the User is obliged to complete the Assignments exactly within the time limits established for such Assignments, and also strictly in accordance with their qualifications and experience. Unilateral change by the User of the timeframes for completing the Assignments is prohibited. Restaff reserves the right to delete the User's account and refuse the User to re-register on the Platform if the User repeatedly violates the deadlines for completing Assignments by more than 1 (One) business day without prior notice to Restaff about the potential delay in completing the Assignment no later than 3 (Three) business days prior to the date of transfer of the result to Restaff and / or completion of the Assignment.
6.14. Upon completion of the performance of work or the provision of services within the framework of the relevant Assignment, the User transfers to Restaff the result of the work performed / services rendered. The transfer of the result shall be performed by the User by means of uploading the result via the Internet by means and with the help of functionality of the User's account on the Platform.
6.15. Restaff having received the result from the User, transfers this result for approval to the Company. Restaff within 15 (Fifteen) calendar days carries out acceptance of the result, and also requests the approval of the Company (customer). After obtaining the approval of the Company, Restaff accepts the result and sends the Statement for signing, or sends the User a refusal to accept the result through the account. Acceptance of the result of the services rendered / work performed and the signing of the Statement by Restaff is the basis for the payment of remuneration to the User. Then Restaff transfers the result to the Company
6.16. The User unambiguously agrees that in cases where Restaff places the Assignments of the Companies on the Platform, and the User performs work and / or provides services within the scope of such Assignments, then the acceptance of the result, or sending refusal to accept them, as well as the signing of the Statement, is performed by Restaff with help of the Platform. At that, the User unambiguously agrees that the remuneration is payable to the User only upon the final transfer of the result from Restaff to the Company.
6.17. The amount and currency of the User's remuneration for the performance of work and / or the provision of services within the framework of the relevant Assignment will be prescribed in a specific Assignment. The User agrees with the amount of remuneration and the currency of remuneration by accepting the Assignment.

6.18. The User can choose between several different ways to receive remuneration. All methods of receiving remuneration available to the User are displayed in the account.

6.19. The User has the right to receive remuneration for the work performed and / or services rendered within the framework of the relevant Assignment for means of payment belonging to the User. At that, the User bears sole and full responsibility for the completeness and correctness of the details of payment means indicated by him. The Parties hereby agree and acknowledge that Restaff is not responsible for the details of payment means specified by the User incorrectly, including, but not limited to, cases where incorrect details specified by the User lead to the payment of remuneration to the erroneous addressee. The Remuneration is payable to Restaff to the User within 6 (Six) business days from the date of signing the Statement by the parties.

6.20. Remuneration of the User for assignment of intellectual rights in and to intellectual property created by the User when performing Assignments on the Platform, and, in cases where the User uses his own intellectual property or the intellectual property of third parties, including the Company, when creating intellectual property (in cases where it is allowed and such use is performed by the User on a legal basis), the license fee for its use as part of the intellectual property is included in the User's remuneration for the performance of work to create intellectual property within the framework of the relevant Assignment, and that, in addition to the remuneration provided for in these Terms of Use, Restaff is under no obligation to and will not pay to User any additional amounts of remuneration for assignment of intellectual rights in and to intellectual property created by the User when performing Assignments, or any additional license fees for use of the User's intellectual property, which may have been used in creation of the intellectual property.

6.21. The Parties agree that services and/or results shall be deemed delivered to the Company upon completion of the relevant Assignment by Restaff (including in case of early completion) and notification to the Company via the Platform or other agreed communication channels, or, in any event, no later than the end of the agreed timeframe for such Assignment.

6.22. The Company shall review the services and/or results within 5 (five) business days from the date of delivery determined in accordance with clause 6.21. Within the specified time period, the Company shall either:

(i) accept the services via the Platform; or
(ii) provide written, substantiated objections, including a detailed description of the identified deficiencies.

If the Company fails to take either of the actions specified above within the specified time period, the services and/or results shall be deemed fully accepted by the Company without any reservations. Acceptance via the Platform constitutes full and unconditional confirmation that the services have been properly performed in accordance with the applicable Assignment. Upon such acceptance, the Company shall have no right to raise any objections, claims, or requests for refunds in relation to the relevant services and/or results. Failure of the Company to use the acceptance functionality on the Platform shall not by itself indicate that the services were not delivered or properly performed.

For the avoidance of doubt, delivery and acceptance of services shall not depend on the issuance of any separate acceptance certificate, report, or final invoice.

6.23. Ongoing Information Obligations.
The User shall ensure that all information, documents and data provided to Restaff remain accurate, complete, current and not misleading at all times.
The User shall promptly, and in any event within ten (10) calendar days, notify Restaff of any change to information previously provided to Restaff, including but not limited to changes in name, address, citizenship, residency status, tax residency, tax identification number, legal or tax status, payment details, bank account details, wallet addresses, contact details or any other information relevant to payments, taxation, compliance, onboarding or use of the Platform.
Restaff may at any time request updated information, documents or supporting evidence, and the User shall provide such information within the timeframe reasonably specified by Restaff.
The User shall be solely responsible for the accuracy and ongoing validity of the information provided to Restaff. The User shall indemnify and hold harmless Restaff from and against any losses, damages, liabilities, penalties, fines, taxes, interest, costs or expenses arising from the User's failure to provide accurate and up-to-date information or to notify Restaff of any relevant changes as required under these Terms of Use.

7. Partners

7.1. If the Customer has concluded a General contract for the performance of work/provision of services with Restaff's partner (a partner is a legal entity that has a contractual relationship with Restaff) (hereinafter referred to as the General contract), then the Customer receives the right to use the Platform on the basis of these Terms of Use, and the Customer's financial obligations arise only in relation to the Restaff's partner. In the event of a conflict between Terms of use and General contract, the provisions of the latter take precedence and should apply.

7.2. If the Customer has concluded a General contract with Restaff's partner, then the following clauses of Terms of Use do not apply: 4.1., 4.2, 6.1 - 6.5, 6.7.- 6.11, 6.13. - 6.16, 6.20, 9.1.4.-9.1.8, 9.2, 10.2 - 10.10.

8. Marketplace

8.1 The Marketplace is a feature on the Platform that allows Restaff to display cards for the most popular works and services available.

8.2 By responding to the offer, the User agrees to share their personal information with the Restaff partner and other companies registered on the platform in order to receive tasks, complete tasks and receive payment.
8.3. If a task is available for the specific type of work or service that the user has previously indicated an interest in, the user will be presented with the task in their personal account on the platform.
8.4 The offer card is not an offer or an order within the scope of an offer for the execution of work/provision of services, that is, it is not a proposal by Restaff or any other third party to perform work or provide services.
9. Customer's warranties and consents. Indemnification
9.1. By accepting the terms of these Terms of Use, the Customer represents and warrants that:
9.1.1. The User shall at all times perform works and render services in a timely manner and of due quality, and in cases where the User engages third parties, that such third parties shall perform works and render services in a timely manner and of due quality.
9.1.2. The Company shall timely accept the result of the work performed and services rendered and make payment.
9.1.3. the User shall, and third parties engaged by the Usershall, be the only and sole author(s) of any and all intellectual property created by the User (and, if applicable, third parties engaged by the User) within the scope of Assignments under these Terms of Use.
9.1.4. Intellectual property created by the User and assigned to Restaff under these Terms of Use, intellectual rights in and to the intellectual property or use or disposal of intellectual property either by Restaff or by any third parties will not infringe upon any third-party patent, copyright, trade secret (know-how) and other intellectual property rights, or any other proprietary rights, whether contractual or statutory, and that intellectual property created by the User shall not under any circumstances include any copyrighted works, trade secrets (know-how) or other confidential information or any intellectual property of any kind misappropriated by the User.
9.1.5. Use of intellectual property, its ownership and disposal, after assignment of intellectual property to Restaff, by either Restaff or any third party shall not require any license, authorization or consent from, or payment of any royalty or any other moneys to, any third party.

9.1.6. If intellectual property created by the User and assigned to Restaff under these Terms of Use contains or utilizes any code, module or program that may be classified, or are recognized, as open source software, such integrated items shall be used within intellectual property based on licenses allowing use of such items in any commercial software program or database, as well as in commercial activities.
9.1.7. The User shall rectify all claims of any third party relating to the quality, completeness or other characteristics of the results created by the User in the process of performance of works, as well as services rendered under these Terms of Use, independently and at the User's cost. At that, the User agrees that this warranty and obligation of the User constitute a material term for the User under these Terms of Use, and that the discussed warranty extends to claims of any third party with respect to any result that is the intellectual property or contains the intellectual property, including claims relating to potential infringement by intellectual property or its use by Restaff or third parties of intellectual rights of third parties.
9.2. By accepting the terms of these Terms of Use the User grants to Restaff the permission to disclose and make public and to use and to allow others to use the intellectual property created by the User as part of the Assignments or any parts or elements thereof with or without indication of the User's name as the author of intellectual property or anonymously at sole discretion of Restaff as the party to which the User assigns intellectual rights in and to intellectual property. The User hereby warrants that the User will not, under any circumstances, object to anonymous use of intellectual property by Restaff or any third party, or use of intellectual property with designating Restaff or any third party as the owner of the exclusive right in and to the intellectual property. The User expressly agrees that the remuneration constitutes due remuneration required under applicable law for the creation, use and assignment of all rights (including the exclusive right) in and to intellectual property in full to Restaff, and that Restaff is not obligated to pay to the User any additional amounts of remuneration for intellectual property, now or in future. The User hereby grants the User's express consent to any modification, revision or reduction or any other alterations to intellectual property both by Restaff and any third party, and represents and warrants that any such alteration shall not be deemed an infringement of the User's moral right of integrity with respect to intellectual property. The User also warrants that if Restaff assigns intellectual rights to the intellectual property in full to a third party, all of User's consents, agreements and warranties set forth in this clause shall extend to use of the intellectual property by that third party.
9.3. The Customer hereby agrees to fully indemnify (or reimburse in full) and hold Restaff and/or any of Restaff 's affiliates, owners, directors, officers and employees harmless (or compensate in full) from and against all damages (including loss of profit and other consequential losses) caused by or in connection with claims, demands, judgments, liabilities, costs and expenses (including reasonable attorneys' fees), which Restaff and/or any of its affiliates, owners, directors, officers and employees will suffer, incur or pay out, or which will be asserted against Restaff and/or any of its affiliates, owners, directors, officers and employees in whole or in part, caused by, or arising in connection with:
9.3.1. Any breach by the Customer of any obligations, warranties and/or representations provided by the Customer under these Terms of Use.
9.3.2. The relationship between the Customer and any of its affiliates.

9.3.3. Any misappropriation of any intellectual property of third parties, any use of such intellectual property for creation of intellectual property under these Terms of Use, or infringement or other violation of any intellectual property rights or other rights or interests of any person or entity arising out of, or in connection with, the creation by the User of intellectual property and/or any parts of elements thereof.

9.4. The User hereby agrees and warrants that if the User uses in creation of intellectual property intellectual property of third parties, the User has received from all such third parties express consents to use the relevant intellectual property for the purposes of creating intellectual property and subsequent use of said third-party intellectual property as part of intellectual property. These warranty and obligation of the User are material obligations of the User under these Terms of Use.

9.5. The User hereby expressly agrees and warrants that the User shall rectify any and all disputes relating to intellectual property created by the User when performing works on the Assignments independently and at User's sole expense. Additionally, the User agrees to compensate to Restaff any and all damages relating to intellectual property created by the User in cases of claims against Restaff brought by third parties with respect to ownership, use or disposal of intellectual property and/or intellectual rights in and to said intellectual property. These warranty and obligation of the User are material obligations of the User under these Terms of Us.

9.6. In case of discovery by Restaff or third parties of infringement by Customer of intellectual rights of any parties to intellectual property or use of intellectual property of third parties in creation of intellectual property without the express consent of said third parties Restaff reserves the right to terminate Customer's account without the possibility of repeat registration in the Platform.

10. Remuneration

10.1. The use of the Platform by Users is free of charge, except for where a charge is mentioned or specified. Any fees to be paid for the use of the Platform or additional components shall be explicitly indicated on the Platform in advance.

10.2. The use of the Platform by Companies is chargeable. Restaff may send a commercial offer to the Company. The remuneration for using the Platform is based on the modules used, the amount of remuneration is indicated in the Company's personal account on the Platform.

The Remuneration for using the rights to the Platform is agreed to be calculated by applying the following formula: T = Sa / K, where:

"T" shall mean the total amount of the remuneration for using the rights to the Platform under the relevant Assignment, exclusive of VAT;

"Sa" shall mean the amount of the remuneration of Restaff, as determined by the Company in the relevant Assignment;

"K" shall mean the coefficient, as displayed in the Company's personal account on the Platform. Such coefficient "K" shall be automatically applied to the amounts of the remuneration. The said coefficient may be unilaterally modified by Restaff, subject to prior notification of the Company.

The transition to the new coefficient rate shall be carried out based on the results of the preceding reporting period and no later than the fifth day of the month following the month in which the Assignment amounts were exceeded. Based on the remuneration amount reflected in the Company's personal account, Restaff shall issue an invoice to the Company. The Parties may agree to use currencies other than USD or EUR (the "Agreed Currency"). The Company shall download the invoice and make advance payment for the relevant works and services. By making such payment, the Company confirms its acceptance of these Terms of Use and the applicable remuneration. Restaff reserves the right to adjust the amount of remuneration in accordance with these Terms of Use.
10.3. By paying the invoice, the Company confirms that it accepts the Terms of Use and commercial conditions specified in the Restaff commercial offer.
10.4. Payment may be made using the payment methods offered by the Restaff. The Restaff may instruct the payment service Restaff chosen by the Customer to make payments in accordance with the terms of this Terms of Use. The Restaff shall reserve the right to exclude certain methods of payment. Insofar as payment against invoice is offered, the Restaff shall reserve the right to carry out a credit check in individual cases.
10.5. Restaff may grant rights to additional modules of the Platform or provide additional services. The amount of remuneration will be indicated on the Platform at the time of placing the order.
10.6. The Restaff shall be entitled to send invoices in text form to the Customer's email address it provided.
10.7. Remuneration is stated exclusive of any sales tax, value-added taxes, use or withholding tax or other governmental assessments of any nature in your jurisdiction (*collectively, "Taxes"*). You are responsible for paying all Taxes associated with remuneration, except for those taxes based on our net income. Should any payment for the Platform be subject to withholding tax by any government, you will reimburse us for such withholding tax.
10.8. Offsetting by the Customer is not permitted unless the counterclaim by the Customer is undisputed or legally enforceable.
10.9. In the case where you have auto payments activated on the Platform, we will automatically deduct remuneration on top of payments that will be made through the Platform and payment service providers.
10.10. Restaff may change the amount of the remuneration at any time and at its sole discretion upon at least 30 days advance notice to you before the

end date of your next billing period. Remuneration changes are effective at the end of the next billing period after you receive notice of the change. If you do not agree to the change in remuneration, you must stop using the Platform at least 5 days prior to the end of your next billing period by sending Restaff notice of termination of using the Platform to admin@restaff.pro. Your continued use of the Platform after the remuneration change becomes effective constitutes your consent to the new remuneration terms.

10.11. ReStaff issues a quarterly (or other periodic) Acceptance report for the Company, which details the mutual transactions between ReStaff and the Company.
Within 5 (five) days of receiving the report, the client must review, approve, or object to it. Failure to respond within the specified timeframe indicates that the Company has accepted the information and data in the report as accurate. If the Company fails to comply with the deadline set out in this clause, they forfeit the right to raise any claims against ReStaff in relation to the report.

10.12. The Company acknowledges and agrees that payments made under these Terms of Use constitute payment for services to be rendered by Restaff.

The Company may request a refund only prior to the completion of the relevant services.

After delivery and/or acceptance (including deemed acceptance in accordance with clause 6.21 of these Terms of Use), the services shall be considered duly rendered, and payments shall be non-refundable.

11. Payments

11.1. Restaff does not and will not provide banking, deposit taking, stored value, escrow, insurance or any other financial service to Users. To facilitate payments through the Platform, Restaff partners with a variety of Payment Service Providers, including payment gateways, money transmitters, wallet Providers, credit and debit card payment processors, merchant acquirers, and merchant acquiring banks.
Depending on your location, some payment methods may not be available to you, and we cannot guarantee that you will be able to use any payment method in connection with the Platform even in locations where your preferred payment method is available for use. Depending on the desired payment method, Customers may be required to enter into a separate agreement with the applicable Payment Service Provider ("Payment Service Provider Agreement").
Your use of any payment method is subject to the terms and conditions of the applicable Payment Service Provider's rules and regulations and your agreement with them, and we will not be liable to you for any losses you suffer in connection with your use of any third party payment services.
Restaff is not a party to your Payment Service Provider Agreement and will not intervene in any disputes related to payments you make or receive using any third-party payment method.
Restaff is not responsible for any transaction fees, foreign exchange fees or any other fee imposed separately on a Customer by a Payment Service Provider or by Customer's own financial institution.

11.2. If you make or receive payments using a Payment Service Provider, you acknowledge and agree that you will comply with any Payment Service Provider terms of service or other agreement between you and the Payment Service Provider. We will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the actions or omissions of any Payment Service Provider, and we expressly disclaim any responsibility in this regard. Any fees for use of a Payment Service Provider to make payments or receive payments will be borne by you. Any fees imposed on you by a Payment Service Provider are in addition to any fees payable to Restaff.
11.3. Solely to protect against money laundering, terrorist financing, fraud, unauthorized transactions or as otherwise required by applicable law, Restaff and Payment Service Providers will collect, store and analyze Customer payment information. For more information on how we use your payment information, please see our Privacy Policy for more information. Payment Services Providers may also collect payment information necessary for processing Customers payments. Except for payment amount and payment status details stored in your dashboard, Restaff does not have access to payment information provided to Payment Services Providers, and such information will be subject to the privacy policy of each Payment Service Provider.
11.4. By using any payment method and providing payment information to Restaff or to any Payment Service Provider, you represent and warrant that you are the owner, or authorized representative of the owner of the bank account or payment method account you use to send or receive payments, and that you are legally authorized to send or receive payments using such accounts.
11.5. All payment services, including withdrawal services will be provided by Restaff's Payment Service Provider.
11.6. Alternative Payout Methods. The Platform may, at its sole discretion (in countries where this is permitted by applicable law), provide the User with the option to receive remuneration through alternative payout methods, including, without limitation, payment in cryptocurrency (the "**Alternative Payout Method**"). The availability of any Alternative Payout Method is not guaranteed and may be enabled, restricted or disabled by Restaff at any time. Where the User selects an Alternative Payout Method, such selection shall constitute a request for Restaff to organize and execute the payout in a non-standard form. In consideration for organizing and executing such Alternative Payout Method, Restaff shall be entitled to charge an additional fee (the "**Additional Fee**"). The amount of the Additional Fee shall be clearly disclosed to the User prior to confirmation of the selected payout method. By selecting and confirming the Alternative Payout Method, the User irrevocably and unconditionally agrees to the applicable Additional Fee. The User hereby irrevocably authorizes Restaff to deduct the Additional Fee from any amounts payable to the User. Following confirmation of the selected payout method, such selection, including the applicable Additional Fee, shall be final and non-reversible. The Additional Fee is separate from and does not form part of the remuneration payable under the relevant Assignment and is charged solely for the organization and execution of the Alternative Payout Method. The User acknowledges that the use of cryptocurrency as a payout method involves inherent risks, including but not limited to price volatility, technical failures, regulatory restrictions, and potential loss of access to digital wallets. Restaff shall not be responsible for any losses, damages or delays arising from or related to the use of cryptocurrency as a payout method, except to the extent required by applicable law.

12. Electronic Signatures
12.1. You agree to use electronic signature on the Platform - namely, a code which may consist of letters, characters, numbers, which is directed to the verified phone number of the Customer for the purpose of approving the electronic signature and is entered by the Customer in a special field on the Platform. By clicking on the button to sign the document and by entering the code received on the verified phone number into a special field on the Platform, the Customer signs the corresponding document.
12.2. You agree that any electronic signature or other electronic symbol or process attached to, or associated with a contract, form, certificate, or other document between you and Restaff or you and another Customer with the intent to sign, authenticate or accept the terms of any such contract, form, certificate, or other document and any contract formation or record-keeping through electronic means on the Platform will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, and you hereby waive any objection to the contrary.
12.3. You consent to us providing notices to you under these Terms of Use electronically and understand that this consent has the same legal effect as a physical signature.
12.4. We may provide notices regarding activity and alerts electronically through your account, email, and via text or SMS to the contact information provided to us by you. We will send notices affecting payment and these Terms of Use through your account or via email and you agree that they will be considered received 24 hours after they are sent. You understand that you may not use the Platform unless you consent to receive notices electronically. You may only withdraw consent to receive notices electronically by closing your account.
13. Intellectual Property Rights
13.1. All intellectual property rights related to the Platform are owned by Restaff and/or its affiliates. All rights are reserved, unless otherwise provided for by these Terms of Use. The Platform is protected by copyright laws, international intellectual property treaties and conventions and other regulations. The Platform contains certain licensed materials, and the right holders of these materials shall be entitled to protect their rights in the event that such rights and these Terms of Use are violated.
13.2. Restaff respects the intellectual property of third parties, while Customer undertakes not to infringe any intellectual property rights when interacting with the Platform and the Mobile Application. If you are a copyright owner or a legal representative thereof and believe that certain content posted on the Platform and the Mobile Application infringes your copyright, please notify us at admin@restaff.pro.

13.3. Customer hereby authorizes Restaff to use Customer's feedback about the Platform published by same on the Platform or mobile application stores and in any events organized with respect to Restaff clients, including the posting of feedback on the publicly available Restaff website, for promotion purposes and in marketing materials.

13.4. Restaff may upload links to third-party websites or products and you may opt to use such third-party offers by following the link, or you may opt to ignore the link. Such third-parties may charge additional usage fees, which are neither included nor related to any fees for using our services. We may also grant access to websites of third-party developers, who provide content, goods and/or services through the Platform or the internet. Any additional costs or obligations that you may incur in your dealings with these third parties shall be your responsibility. We make no representations or warranties, either express or implied, regarding any third-party websites. In particular, we neither represent nor warrant that any service or subscription offered via third-party Restaffs will not change or be suspended or terminated.

13.5. Unless otherwise provided in agreements with the Customer, exclusively for the purpose of providing information about the cooperation, Restaff shall have the right to publish the name of the Company, as well as information about the cooperation with the Company, on the Platform, on its website and landing pages, in presentations, at events organized by Restaff, on social media, and in articles on third-party websites.
The Company hereby gives its consent to the publication and presentation of information about its cooperation with Restaff, including the mention of the Company's name, links to the Company's website and its social media pages, as well as the reproduction of the Company's logos, registered trademarks, and other designations used by the Company, either as part of such information or separately, provided that such use is carried out by Restaff in good faith.

14. Applicable Law and Disputes

14.1. Unless otherwise required by the mandatory laws of a member state of the European Union or any other jurisdiction, the Terms of Use fall within the scope of the law of the Hong Kong Special Administrative Region, irrespective of the principles of choice or conflict of laws. These Terms of Use and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, without regard to its conflict of laws principles.

14.2. You and Restaff further agree that all disputes arising out of or in connection with these Terms of Use will be finally settled by the [non-exclusive jurisdiction] of the Hong Kong courts without prejudice to your right to resort to other courts under the applicable law to resolve any claims or disputes arising out of or in connection with these Terms of Use. Any dispute, controversy or claim arising out of or in connection with these Terms of Use, including any question regarding their existence, validity or termination, may be brought before the courts of the Hong Kong Special Administrative Region, which shall have non-exclusive jurisdiction. Nothing in this clause shall prevent either Party from agreeing, in writing and on a case-by-case basis, to submit any specific dispute to another court or dispute resolution forum.

14.3. Customer agrees that any claims that are the subject of a dispute shall be lodged by Customer personally, rather than part of any class action lawsuit.
14.4. You obey all laws of the territory or country where you reside and where you access the Platform, and you are solely responsible for compliance with those laws. You agree that Restaff is not and cannot be held liable if your use of the Platform is restricted or prohibited by the legislation applicable to you. We do not guarantee that materials, services or information posted on the Platform are suitable or accessible for the use outside the Hong Kong Special Administrative Region. Access to the territories where its content is illegal or restricted is prohibited. You access this website from locations outside the Hong Kong Special Administrative Region at your own risk and shall bear responsibility for compliance with the local laws. You are solely responsible for complying with the laws and regulations of the jurisdiction from which you access or use the Platform. Restaff makes no representation that the Platform is appropriate or available for use in any particular jurisdiction, and access to the Platform from jurisdictions where such access is unlawful is prohibited. You access and use the Platform from any such jurisdiction at your own risk.
15. Limitation of Liability
15.1. Restaff provides Customer with the Platform on an “AS IS” basis and all risks associated with the suitability and applicability of the Platform for a particular purpose, the nature of its execution, compatibility, and performance of the Platform, not expressly stated in these Terms of Use, shall be borne by Customer. Restaff does not provide Customer with any express or implied warranties of any kind with respect to any risks, and disclaims any such warranties. For the avoidance of doubt, Restaff does not provide any warranties not expressly stated in these Terms of Use, including, without limitation, warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement of intellectual property rights, error-free or uninterrupted operation, security, or accuracy of the Platform. Customer acknowledges and agrees that the use of the Platform is at its sole risk, and Restaff shall not be liable for any loss, damage, loss of data, business interruption, loss of profit, or any indirect, incidental, consequential, or punitive damages arising out of or in connection with the use or inability to use the Platform. Customer further agrees that Restaff shall have no responsibility for the acts, omissions, or performance of third parties, including but not limited to service providers, subcontractors, hosting services, or communication networks used in connection with the Platform. Nothing in these Terms of Use shall be construed as creating any obligation on the part of Restaff to maintain, update, support, or improve the Platform, unless expressly stated otherwise.
15.2. The Parties shall be liable for non-performance or improper performance of these Terms of Use as per the applicable law of the Hong Kong Special Administrative Region and other applicable laws of any other jurisdictions, and pursuant to these Terms of Use.
15.3. Restaff is only liable for damages caused by intent or gross negligence. Such liability is excluded in the event of use of the Platform by the Customer in breach of Terms of Use.
15.4. You agree that Restaff does not bear responsibility for any direct, immediate, incidental, intentional, indirect or approximate damage, including, but not limited to, damage, deprivation or loss, even if the opportunity to receive compensation for such damage was offered earlier; among other things, Restaff shall not be liable if the damage is caused by: (a) the use or unsuccessful use of the Platform; (b) receipt of additional services, bonuses, gifts; (c)

unauthorized access or loss of access to your account; (d) anyone's claim or behavior in connection with the Platform; (e) any other item regarding the Platform and the services we provide.
15.5. You shall be solely liable for any damage caused to Restaff, its partners, Restaffs of related services and subcontractors, other users or any private individuals or legal entities as a result of your breaching these Terms of Use.
15.6. You agree that, regardless of any applicable legislation, any claims or causes of action arising from or associated with your use of the Platform, Terms of Use or Privacy Policy must be filed within 1 (one) year after the grounds for the claim arise, otherwise reasons for the claim shall be forgotten forever.
16. Technical Support and Reporting Issues
16.1. If you would like to submit a request for technical support or to report an issue, please email at admin@restaff.pro. Restaff takes care that any reported issues or disputes are handled fairly, openly and in a timely manner.
16.2. In the event that we receive a reasonable and credible report about your breaching these Terms of Use, we may delete or suspend your account. You cannot use the account once it has been suspended. Restaff will consider each breach on a case-by-case basis, and decide at its own discretion whether your Account should be deleted or temporarily suspended.
17. Term and Termination
17.1. These Terms of Use shall come into effect upon the acceptance by Customer and shall continue in force until terminated by you or Restaff.
17.2. Sections 2, 4, 5, 11-15 of these Terms of Use shall survive the expiry or termination of these Terms of Use.
17.3. Customer may terminate these Terms of Use by submitting an account deletion request to admin@restaff.pro. As a result of deleting the account, Customer will lose access to the Platform. The Account will be deleted within seven (7) calendar days upon submission of a deletion request. During this period, financial and other operations initiated by Customer prior to requesting the deletion will be completed. After the deletion period expires, personal data related to Customer's account will be deleted. We may continue to process the data upon receipt of the request, if this is necessary to protect the legitimate rights and interests of Restaff and third parties and permitted by the applicable law.
17.4. In the event that Restaff ceases to support the Platform or in the event that Customer breaches these Terms of Use, Restaff may terminate these Terms of Use by blocking Customer's account. Restaff may block the account, and impose liability on Customer as provided for by the applicable law. Restaff shall reserve the right as to whether to give prior notice of termination of these Terms of Use and blocking the Account to Customer.

17.5. In the event that the account is deleted, Customer shall not be entitled to a refund, including but not limited to.
18. Miscellaneous
18.1. Severability. In the event that any provision of these Terms of Use, in whole or in part, is ruled by a court or another legal authority of competent jurisdiction to be invalid, illegal, null and void or unenforceable, then this provision or its respective part shall be deemed annulled, whilst the remaining provisions shall be deemed severable and remain in full force and effect, the exception being when such partial invalidity materially alters the intentions of the Parties existing at the point of concluding these Terms of Use.
18.2. Legal rights. You may have additional rights in relation to the legal relations set forth in these Terms of Use as provided for by the law of your country. These Terms of Use do not change your rights granted under the law of your country, unless this is permitted by the law of your country.
18.3. Entire agreement. These Terms of Use constitute the entire agreement on your use of the Platform and supersedes any other prior or contemporaneous agreements on this subject matter.
18.4. No assignment by you. You are not allowed to assign any rights or obligations under these Terms of Use to a third party.
18.5. Independent parties. The parties are independent parties, and these Terms of Use do not create any agency, partnership or joint venture relationship.
18.6. Force majeure. The Parties are exempted from liability for non-performance or improper performance of these Terms of Use in the event of certain circumstances such as natural disasters, military actions or terrorist attacks, riots, changes in the working conditions, government actions and internet disruption, provided that such circumstances are beyond reasonable control of the Party affected.