TERMS OF USE

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The Terms of Use regulate the conditions for receiving the Services in order to increase the conversion of the sale of the Client's services/products.

Please read this document carefully to familiarize yourself with the methods and costs of providing the Services.

These Terms of Use are a public contract between the Platform and the Client that governs their relationship.

References to the words "you," "you," or "yours" (or similar words in meaning) mean our User, depending on the context of the Privacy Policy.

References to the words "we", "our" or "us" (or similar words) mean the Netelny Platform.

The words he/she and their derivatives in the text of the document can be applied to either a male person or a female person, depending on the context of the document.

Remember that a detailed study of the Terms of Use will ensure that you understand all the conditions for receiving the Services.

1. DEFINITIONS

1.1. **Client -** an individual or legal entity that receives Services from the Platform in order to increase the number of sales of their products/services.

1.2. **Client's Consent (hereinafter "Consent")** - means a voluntary, specific, informed, and unambiguous expression of will in which the Client, using a statement or a clear affirmative action, gives his consent to the conditions of this Terms of Use.

1.3. **Personal Data** - means any information that directly or indirectly allows identifying the Client and/or the User. For example, name, surname, phone number, IP address.

1.4. **Netelny Platform Site (hereinafter "Site")** - means a web page or group of web pages on the Internet, which are located at: http://netelny.com , through which the Client receives Services from Platform.

1.5. **Netelny Platform (hereinafter referred to as the "Platform" or "Netelny")** - is a tool that allows the Client to increase the number of sales of products/services.

1.6. **Processor** - is a natural or legal person, government agency, institution, or other body that processes Personal Data on behalf of and behalf of the Controller.

1.7. **Third Party** - means a natural or legal person, government agency, institution, or body other than the Client, User or Platform.

1.8. **Services** - is an algorithm of actions performed by the Platform for the Client in order to increase the conversion of the sale of the Client's services/products.

1.9. **User** - a natural or legal person who purchases products/services from the Client.

2. PROVISION OF SERVICES

2.1. The Platform may provide the Client, as part of the provision of Services to the Client, with the data of Users who have shown activity in the category of services/goods that the Client sells. The Platform provides such data obtained exclusively from open sources or by analyzing the conversion of sales on the Client's website.

2.2. The Platform provides the following types of Services:

    2.2.1. **Custom order.** To receive an individual order, the Client needs to use the button on the site **"Request quote"** and indicate the relevant data provided by the Platform on this page of the Site.The cost of providing the Services during a Custom order depends on the parameters specified during the implementation of such an order.

    2.2.2. **Standard order**. To carry out this order, the Client can choose one of the options of the Services presented on the Site and use the **"Request quote"** button and indicate the data necessary to receive such a Service. Such a Service is provided according to the parameters provided on the Site and the Client cannot change the parameters of the Services, and to receive Services with other parameters, the Client needs to use the Custom Order. The Site provides various types and descriptions of the Standard Service Orders provided by the Platform for different Clients and their requirements. During the Standard Order, the number of leads and other parameters of the Standard Order is indicated by the Platform in the relevant section of the Site and can be changed by the Platform unilaterally. The cost of a Standard Order is indicated in the relevant section of the Site and can be changed by the Platform unilaterally.

2.3. The Client pays for the Standard Order in the form of one hundred percent prepayment, according to the cost indicated in the relevant section of the Site.

2.4. The Client pays for the Custom Order in the form of one hundred percent prepayment, according to the cost indicated by the Platform.

2.5. The terms for the execution of the Standard Order are indicated by the Platform in the relevant section of the Site, and the terms for the Custom Order are set by the Platform, depending on the scope of work.

2.6. The Client undertakes to provide the Platform with the Personal Data of its Users, notifying the Users thereof and obtaining such consent from the Users, if it is required to receive the Services.

3. REFUNDS

3.1. Since the provision of the Services for the Client is associated with the need for high costs for the implementation of promotion and advertising activities (provision of leads), the Platform does not return to the Client the funds paid for the provision of the Services.

3.2. The Platform may decide to return the payment for the Services unilaterally, minus the amount of costs for the provision of the Services, but only the amount that was used as payment for the actions of the Platform.

3.3. To return the funds, the Client undertakes to send a request to the Platform to the email address: contact@netelny.com. Such a request must contain the following information: confirmation of the Client's identity, description of the Client's order, exact description of the reasons for the return of funds, and indication of bank details. If we are unable to verify your identity or receive a description of the reasons for the refund, then we will not be able to process the refund.

3.4. In case of a refund, the Platform returns the funds within 7 (seven) calendar days from the receipt of the request for a refund to the bank details specified by the Client at the time of payment for the Services.

4. INTELLECTUAL RIGHTS

4.1. All exclusive intellectual property rights to the content of the Platform and other objects, as well as components and their elements, belong exclusively to Netelny.

4.2. The Platform grants the Client a non-exclusive right to use the Services.

4.3. The Client grants the Platform the non-exclusive right to use, copy, process and transfer his Personal Data during the term of using the Services.

4.4. The Client guarantees that the Personal Data and information provided by him do not infringe the intellectual property rights of a Third Party.

4.5. If the Personal Data and/or information provided by the Client violates the intellectual property rights of a Third Party, the Platform reserves the right to stop providing the Services.

5. RIGHTS AND OBLIGATIONS

5.1. **Rights of Netelny:**
    5.1.1.   provide Services to the Client in accordance with the terms of this Terms of Use;
    5.1.2.   return to the Client the funds paid for the provision of the Services;
    5.1.3.   refuse the Client to provide the Services or terminate the provision of the Services if: the Client's activity violates the laws of his jurisdiction or the jurisdiction of the Platform, international law; if the activity of the Platform violates in any way the intellectual or property rights of Third Parties; may harm the business reputation of the Platform; may lead to legal proceedings or harm the Platform in any way, including property damage;
    5.1.4.   receive payment for the provision of Services in accordance with the terms of these Terms of Use.

5.2. **Obligations of Netelny:**
    5.2.1.   provide the Services to the Client in accordance with the conditions of the Terms of Use;

5.2.2. comply with the conditions of these Terms of Use.

5.3. **Rights of Client:**
      5.3.1. receive the Services in accordance with the conditions of these Terms of Use;
      5.3.2. receive information about the progress of the provision of the Services;
      5.3.3. write to the Platform a request for a refund.

5.4. **Obligations of Client:**
      5.4.1. provide the Platform with accurate information about its activities;
      5.4.2. pay for the Platform Services in accordance with the terms of these Terms of Use;
      5.4.3. provide the Platform with reliable Personal Data;
      5.4.4. obtain permission to process the Personal Data of the User by the Platform, if such a need arises;
      5.4.5. consult with the Platform if it is necessary to process the User's data;
      5.4.6. strictly comply with the conditions of these Terms of Use.

6. RESPONSIBILITY

6.1. The Client is solely responsible for providing reliable information, Personal Data, and information about their activities. If such information is not provided or incomplete information is provided, the Platform does not guarantee the receipt of the Services by the Client and does not undertake to refund the payment for the Services to the Client or reimburse him for losses.

6.2. Consult the Platform in a timely manner if the processing of the User's Personal Data may be required to obtain the Services, including obtaining such permission from the User.

6.3. Obtain permission to process the User's Personal Data if required to receive the Services, as well as compensate for any harm to the User and the Platform (including legal costs, payment of fines, etc.), in case of processing the User's Personal Data without his consent.

6.4. <u>In case of termination of the provision of the Services to the Client, in accordance with the terms of clause 5.1.3, the Platform does not return the funds paid to the Client for the provision of the Services.</u>

6.5. The Platform does not guarantee:
      6.5.1. uninterrupted access to the Platform Site;
      6.5.2. uninterrupted access to the Services;
      6.5.3. increase in the conversion of sales of the Client's services/products, the Platform only makes the maximum amount of effort to attract leads and attract new Users.

6.6. Netelny reserves the right, but not the obligation:
      6.6.1. monitor violations of these Terms of Use;
      6.6.2. take appropriate legal action against anyone who, in its sole discretion, violates the law or these Terms of Use, including, without limitation, reporting such Client to law enforcement;
      6.6.3. in our sole discretion and without limitation, notice or liability, remove from the Site or otherwise disable all files and content that are excessive in size or otherwise burden our systems;

6.6.4. administer the Site in a manner that protects our rights and property and facilitates the proper functioning of the Site.

6.7. To the extent permitted by law, we provide the materials and Services on an "as is" basis. This means that we make no warranties of any kind, including but not limited to warranties of merchantability and fitness for a particular purpose.

6.8. PLATFORM WILL NOT BE LIABLE FOR EFFECTS CAUSED BY AN ACT HACKERS, CRIMINAL SOFTWARE CHANGES, AND OTHER TYPES OF UNAUTHORIZED ACCESS AND USE OF SITE.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1. All relationships between the Platform and the Client arising in connection with the fulfillment of the terms of these Services, about the use and use of the Services, shall be governed by the laws of Canada.

7.2. To expedite resolution and control the costs of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively "Disputes") brought by you or us (individually a "Party" and collectively the "Parties »), the Parties agree to first attempt to arbitrate any Dispute (other than Disputes expressly set forth below) informally at least 10 (ten) business days before the commencement of the arbitration. Such informal negotiations begin after written notice from one Party to the other Party.

7.3. Any dispute arising out of or in connection with this agreement, including any question as to its existence, validity, or termination, shall be referred to and finally decided by the ADR Chambers International (Ontario) in accordance with Canada law. The number of arbitrators is one. The legal place of arbitration is the city of Ontario. The language of the proceedings is English.

7.4. The Parties agree that any arbitration will be limited to the dispute between the Parties individually. To the fullest extent permitted by law, (a) no arbitration shall be combined with any other proceeding; (b) has no right or authority to litigate any dispute on a class action basis or to use class action procedures; (c) has no right or authority for any dispute to be brought in a representative capacity on behalf of the general public or any other persons.

8. CLIENT CONSENT

8.1. The Client confirms that the services provided by him and/or products sold do not violate the property and/or intellectual rights of Third Parties.

8.2. The Client confirms that the services provided by him and/or products sold do not violate the laws of the Client's jurisdiction and/or the Platform and/or international legal acts.

8.3. The Client (individual) confirms that he has reached the age of majority and does not use the Platform Services for illegal purposes.

8.4. The Client confirms that he agrees with the terms of provision and payment for the Services, in accordance with the conditions of these Terms of Use.

8.5. The Client confirms that he agrees with the conditions outlined in these Terms of Use.

9. IMPLEMENTATION OF CHANGES

9.1. The Platform has the right to make changes to these Terms of Use in the event of a change in the terms of providing Services or a change in the amount of the commission.

9.2. The Client is obliged to familiarize himself with the new terms of the Terms of Use, and the Platform is not responsible if the Client has not familiarized himself with the new terms of the Terms of Use.

9.3. Our electronic or otherwise stored copies of the Terms of Use are deemed to be the true, complete, valid, and enforceable versions of these Terms of Use that are in effect at the time you visit the Site. If the Client uses the Services after the date of update of the Terms of Use, we have the right to assume that the Client has read the new version of the Terms of Use and agrees to the terms of the Services.

10. COMPANY DETAILS

Name: LEADS DATA ENTERPRISE LTD
Address: 120 Newkirk Road, 34, Richmond Hill, Ontario, Canada
Register number: L4C9S7
E-mail:contact@netelny.com