

USER TERMS AND CONDITIONS

General

Mooveet Tec Limited (referred to as “**Picado**”, “**we**”, “**us**” or “**our**”) provides a customer platform (the “**Picado Platform**”) which aims to connect buyers and sellers conveniently by enabling end users of the Picado Platform (referred to as “**Users**”, “**you**”, or “**your**”) to select and order/purchase goods and/or services from third party venue providers (the “**Venue Providers**”). The Venue Providers can advertise their goods and/or services via the Picado Platform, enable bookings and/or reservations of their venues and accept the placing of an order for/purchase of their goods and/or services remotely. The Venue Providers get paid in advance, seating and serving you upon arrival to their venue.

These terms and conditions (the “**Terms and Conditions**”) apply to your access or use of the Picado Platform through [PICADO, latest release date TBC,] mobile application software (the “**App**”), any other Picado mobile site and any of the abovementioned content, features and services made available by Picado (the “**Services**”).

The Terms and Conditions should be read very carefully and in conjunction with our privacy notices and cookie policy found on the App. By accessing or using the Services or by clicking “accept” or “agree” to the Terms and Conditions, (1) you acknowledge that you have wholly read, understood, and agree to be bound by the Terms and Conditions and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services.

Picado reserves the right to alter and/or terminate any aspect and/or feature of its App and/or Services at its sole discretion from time to time and without notice, including, without limitation, by removing, adding or modifying portions of Venue Providers. Picado shall have no liability to you for any of the foregoing actions.

These Terms and Conditions may be updated or revised from time to time and may be re-published as an updated version on the Picado Platform. You agree that you will review these Terms and Conditions periodically. You may be notified of such changes and may be required to accept the Terms and Conditions as amended following each update. You are free to decide whether or not to accept a modified version of these Terms and Conditions, but accepting these Terms and Conditions, as modified, is required for you to continue using the Services. Alternatively, upon being informed of such changes, your continued use of the Picado Platform following the said changes will indicate your acceptance of the modifications of the Terms and Conditions. If you do not wholly agree to be bound by these Terms and Conditions, or any modified version of these Terms and Conditions, you must terminate your use of the Services, in which case you will no longer have access to your Account (as defined below).

If any part of the Terms and Conditions is found to be void, invalid or otherwise unenforceable, then that part shall be read in a way that it is valid and so as to match its original intent as closely as possible. If this is not possible, the provision found to be void, invalid or otherwise unenforceable shall be deemed omitted, and that provision notwithstanding, these Terms and Conditions shall remain in full force and effect.

These Terms and Conditions and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by the Users, but may be freely transferred, assigned, or delegated by Picado.

Any waiver of any provision of these Terms and Conditions, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

Order Services

Picado makes available restaurant (and other) order services through the Picado Platform to the Users for the purpose of assisting the Users in placing orders and booking time slots for attending the venue of the Venue Providers. In response to your online request for a Venue Provider order, we contact the Venue Provider's computerised database of reservations and orders, as applicable. The availability of time slots is determined at the time of your query and is based on information provided to Picado by the Venue Provider. Once an order request is made by you through the Picado Platform, we will provide confirmation of the order to you by email or other electronic messages as has been agreed to by you. By using the Services, you agree to receive order confirmations, updates, modifications and/or cancellations by email or other electronic messages.

Account

You must create an account/User profile with the Picado Platform through the App (the "**Account**") in order to use our Services. When creating the Account, you must provide valid, accurate, current and complete information about yourself on our registration form. You also agree to promptly update this information to keep it valid, accurate, current and complete. If the information you provide is false, inaccurate or misleading, Picado has the right to refuse to provide and/or to terminate the provision of its Services to you at its sole discretion.

You can import the information required in order to create the Account from social networking accounts, namely from Google and Facebook related services. Alternatively, you may create an Account via providing an accurate email address and completing the remaining required information. Picado is committed to protecting your personal data. Please review our privacy policy [\[To be linked to Legal Terms\]](#) for details about how we collect and process your personal data in connection with the Services.

In order to create the Account, you will be provided with a personal (and confidential) password. You are solely responsible to keep your Account and Account information confidential and secure, and except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether or not authorised by you.

Picado shall not be liable and/or responsible for any unauthorised use/activity regarding your Account and Account information. If for any reason you suspect activity under your Account which was not authorised by you, and/or that your Account has been breached and/or that there has been a breach of security related to your use of the Services, you agree to immediately notify Picado at Picadoec@gmail.com using the reference number provided in your receipt (if applicable). Our team will do its best to investigate and respond as soon as possible.

In order to provide its Services, Picado must share certain information including, but not limited to, your name, order information and telephone number with the Venue Providers.

Please review our privacy policy [[To be linked to Legal Terms](#)] for details about how we collect and process your personal data in connection with the Services.

Communications from Picado

If you use our Services and/or App, we may contact you via electronic messages, including email, text message/SMS, or mobile push notifications in accordance with our privacy policy ([To be linked to Legal Terms](#)).

Technical Requirements

In order to use the Services, you need to have Internet access through your computer or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. We do not guarantee that the Services will be compatible with all devices and/or operating system versions.

Pricing and Payments

You are required to pay online before receiving the goods and/or services requested and/or advertised on the Picado Platform (by any method of payment supported by the Picado Platform), and are responsible for collecting and/or redeeming those paid goods and/or services at a time and location agreed between you and the Venue Provider.

Payments will be carried out immediately by a third-party provider. To ensure the required level of payment security, Picado currently uses [Wordline - SIX Payment Services (Europe) S.A.]. Picado is not liable for any payments transacted between you, Venue Providers, and/or any other third-party providers which may exceed the agreed, and final, booking fee indicated on the Picado platform.

Should you order/request something which is pending approval from the Venue Provider, Picado and its associates reserve the right to hold the payable amount until the Venue Provider approves the said order/request.

Pricing and payment amounts may vary accordingly, from time to time, and according to the Venue Providers' discretion, listed via the Picado Platform. Product prices may be subject to change without notice.

It is your responsibility to ensure that your order is accurate and reflects the goods purchased from the Venue Provider. Picado is not responsible for ensuring the accuracy of the order. Any queries or issues with any part of the order should be directed to the Venue Provider. Picado's obligation is only to facilitate the payment of the amount shown on the order.

Order Cancellations

The Venue Provider may operate at its sole discretion as to whether it accepts an order cancellation or not. You are bound to follow the Venue Provider's terms and policies, including, but not limited to, its facility policies. Once you place an order via the Picado Platform, you can only cancel such order through the Picado Platform before the Venue Provider approves your final order. Final order approval occurs after your payment request is approved by the Venue Provider. If your payment request has not yet been approved by the Venue Provider, you may cancel the order from the 'My Orders' tab on the Picado Platform. As final orders may be

automatically approved after your payment request, you may not be able to cancel your order via the Picado Platform. In all other circumstances, the cancellation of your order by Picado will not be possible and you should contact the Venue Provider directly in order to enquire whether the cancellation can be made. Cancellation may be possible provided that the Venue Provider has not begun preparing your order and agrees to the cancellation. In the event that the cancellation is accepted, your refund will be processed within 3-5 working days.

Orders cancelled by Venue Providers will usually be notified to you prior to the release of your payment. In the event that you wish that your payment is refunded, such refund will only be executed if Picado receives a confirmation for the refund by the Venue Provider. Picado does not guarantee that any payments made for placed orders will be refunded. You therefore pay for your order online, beforehand, solely at your own risk. Any disputes over payment shall be dealt by the nominated Venue Provider. Having said that, if the matter is left unresolved, please contact us at mooveetec@gmail.com to assist if possible.

Promotional Codes/Offers

Picado may issue promotional codes/offers which you may be entitled to redeem. Such promotional codes/offers must be used lawfully, for the intended audience and purpose as stated by Picado and shall not be made available to the general public unless expressly permitted by Picado. Lawful use and/or the intended purpose of redeeming such codes/offers may be stipulated and/or detailed in email, text and/or SMS and/or any other form of electronic communication between You and Picado. Furthermore, Picado reserves the right to withdraw the promotional codes/offers at any time for any reason without incurring any liability whatsoever.

In the event that your use and/or redemption of the promotional codes/offers is accidental and/or fraudulent and/or illegal, and/or in violation of any of the present Terms and Conditions, Picado reserves the right to withdraw any amount redeemed using the promotional codes from your funds and add such amount to your order, render the relevant promotional code void, cancel the redemption of the promotional code/offer or issue further penalties including, but not limited to, the suspension or termination of your Account.

User Conduct

Picado is committed to providing superior quality services to Users and Venue Providers. In order to maintain a consistently high level of services for the Venue Providers and their patrons, Users must arrive at the venue of the relevant Venue Provider on time. You must arrive within 10 minutes of the beginning of the time slot which you have selected to arrive. In case of failure to do so, the Venue Provider reserves the right to not have you seated and may hand you your food in the form of takeaway.

You must also leave exactly upon the time that time slot you have selected is ending. If you do not leave upon the ending of the time slot you have selected, Picado reserves the right to penalise you at its discretion by suspending and/or terminating your Account. You may, of course, request the Venue Provider for permission to remain at your table or be allocated at a different arrangement of the venue.

Although tipping is not compulsory, please don't forget to tip your waiter!

Use Restrictions

The Services and the content made available through the Services are offered solely for the Users' personal use for the purposes described in these Terms and Conditions. Any and all other uses are prohibited.

You agree that your use of the Picado Platform and/or the App and/or the Services will be subject to the laws and regulations of the Republic of Cyprus. Furthermore, you also agree:

1. to abide any laws and/or rules regarding lawful online conduct and acceptable content;
2. that you are capable of forming legally binding contracts under the laws of the Republic of Cyprus;
3. to purchase alcohol via the Picado Platform only if you are over 18 years old, and present a valid identification, if required, to receive/redeem such services;
4. to access the Picado Platform with your own log-in credentials (which shall not be provided to any third party);
5. not to access the Picado Platform using a third-party's account/registration [without the express and explicit consent of the account holder];
6. not to use the Picado Platform for illegal purposes including, but not limited to, hacking and fraud and/or commit any acts of infringement regarding any content advertised and/or generated on the Picado Platform;
7. not to re-sell any booked reservations made via the Picado Platform;
8. not to interfere with another person's use and enjoyment of the Picado Platform and the Services (including, but not limited to, sending spam material);
9. not to act maliciously on the App, and abstain from posting hateful or harmful content which may offend Picado, the Venue Provider, or any other potential visitor to the App;
10. not to upload any harmful, disruptive or destructive files including, but not limited to, viruses;
11. not to disrupt, interfere with, or otherwise harm or violate the security of the Picado Platform, or any of the Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Picado Platform or affiliated or linked with the Picado Platform, such as those of our advertised Venue Providers; and
12. not to copy, reproduce or alter content accessed from the Picado Platform, including any content and information regarding third parties, without their consent.

These Terms and Conditions are binding to you. Picado reserves the right to take legal action against you for any breach of these Terms and Conditions.

You shall be liable to, and shall compensate Picado and/or the relevant Venue Provider if applicable for any loss, liability, costs, damages and expenses arising from any breach of legislation and/or of the present Terms and Conditions and/or the terms and policies of either or both Picado or a Venue Provider and/or any negligent or reckless act or any defamatory conduct used by you to the potential detriment of Picado (and/or a Venue Provider).

You acknowledge that Picado has no obligation in any way for the conduct of a Venue Provider, or the condition or state of its facilities or quality of its activities and acknowledge that Picado shall not conduct any due diligence on its Venue Provider's facilities, services or activities.

Picado may suspend your ability to use all or any part of the Services or may terminate these Terms and Conditions and/or your activity effective immediately, without notice or explanation. Without limiting the foregoing, Picado reserves the right to terminate your activity and/or suspend your access to the Services if we believe that you act contrary to behaviour which Picado deems appropriate and/or are in violation of any part of these Terms and Conditions, or instructions, or policies which may affect Picado, a Venue Provider, or any other third party negatively.

Picado also reserves the right to terminate and/or suspend the App and/or your activity at its sole discretion.

You agree that Picado shall not be liable to you for any termination of these Terms and Conditions or for any effects of any termination of these Terms and Conditions. You are always free to discontinue your use of the Services at any time. You understand that any termination of your Account may involve deletion of any content stored in your Account for which Picado will have no liability whatsoever.

Ordering Alcohol

Venue Providers may offer alcoholic goods which may subsequently be advertised on the Picado Platform. As aforementioned, Picado is in no way responsible for the quality and/or timely delivery of the goods and/or services.

Venue Providers may refuse to provide you with alcoholic goods if:

- i) you are under 18 years old or if you cannot prove to be over 18 years old with the presentation of valid identification;
- ii) you appear to be intoxicated and/or are acting in disorderly manner;
- iii) it will breach the Venue Provider's relevant licence.

Picado may suspend or terminate your account due to any illegal and/or unacceptable conduct, and/or breach of any of the Terms and Conditions by you.

Intellectual Property

The features, information and materials provided and depicted through the Services are protected by copyright, trademark, patent and other intellectual property laws. All content made available through the Services (the "**Picado Content**") is provided to Users by Picado or its partners or licensors solely to support the Users' permitted use of the Services. Except as expressly stated herein, no license is granted to Users for any other purpose, and any other use of the Services or the Picado Content shall constitute a material breach of these Terms and Conditions. Picado and its partners or licensors retain all rights in the Services and the Picado Content and any associated patents, trademarks, copyrights or other intellectual property rights. No license, right, or interest in any trademarks of Picado or any third party is granted under these Terms and Conditions.

Picado grants the Users a non-exclusive, non-transferable, revocable license to use the App, in object code form only, on the Users' compatible mobile devices, solely to support the Users' permitted use of the Services.

The Services may permit you to submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions and other information (“**User Content**”). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libellous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party’s publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of “spam” or references to illegal activity, malpractice, purposeful overcharging, false advertising, or health code violations (e.g., foreign objects in food, food poisoning, etc.). Your User Content should be unbiased and objective. You may not submit reviews, comments or ratings for which you are being compensated in any manner, or for your own restaurant or any restaurant of your employer, friend, relative or a competitor. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. The name or handle you choose to provide to Picado may be displayed publicly with such User Content. Picado reserves the right (but has no obligation) to monitor, remove, or edit User Content in Picado’s sole discretion, including if User Content violates these Terms and Conditions, but you acknowledge that Picado may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant Picado a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to Venue Providers, partners and other third party websites and feeds) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual’s name or likeness in addition to any moral or other rights you may have in the User Content you submit in favour of Picado. You represent that you own, or have the necessary permissions to use and authorize the use of User Content as described herein. Picado takes no responsibility and assumes no liability for any User Content submitted by you or any other Users or third party, nor do we guarantee any confidentiality with respect to User Content.

You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by Picado and its other Users, partners, and licensees will not violate these Terms and Conditions, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at Picado’s request) defend Moovet, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the “**Picado Parties**”) from and against all claims resulting from (1) any User Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of these Terms and Conditions.

Liabilities and Release

Picado as a facilitator is in no way responsible for the timely delivery and/or quality of goods and/or services offered by Venue Providers who advertise their goods and/or services on the Picado Platform. Picado shall not be liable for any failure to deliver services on your behalf or on the behalf of any Venue Provider.

Venue Providers are solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities and costs (the “**Claims**”) suffered by you as a result of your interaction with or visit to any Venue Provider or from any promotion, offer, product or service of any Venue Provider. Users must resolve all disputes directly with Venue Providers. To the maximum extent permitted by applicable law, you hereby release Picado from any and all such Claims. [If you are a resident of the United Kingdom or European Union], this release shall not apply to any damage arising from our wilful misconduct or gross negligence, nor shall it apply to damage from injury to life, body or health.

PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICES FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO RESULTING IN LOSS AND/OR DAMAGE. ANY REQUESTS/BOOKINGS/ORDERS MADE THROUGH THE PICADO PLATFORM ARE DONE SO AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WHEN USING THE SERVICES, YOU ACCEPT ALL DIRECT OR INDIRECT LIABILITY RESULTING FROM ANY POLICIES THAT THE VENUE PROVIDERS HAVE IN PLACE.

PICADO PARTIES SHALL NOT BE LIABLE AND/OR RESPONSIBLE FOR ANY CONTENT PROVIDED BY THE VENUE PROVIDERS WHICH IS INACCURATE, INAPPROPRIATE, UNRELIABLE, OR INCOMPLETE. IN THE EVENT OF ANY ARISING QUERY YOU MAY HAVE REGARDING THE VENUE PROVIDERS’ GOODS AND/OR SERVICES, YOU MAY SEEK INDEPENDENT ADVICE DIRECTLY WITH THE VENUE PROVIDER BEFORE RELYING ON THE CONTENT ADVERTISED VIA THE PICADO PLATFORM.

IN ADDITION, PICADO PARTIES AND/OR THE VENUE PROVIDERS SHALL NOT BE LIABLE FOR ANY ERROR BY YOU IN USING THE APP, INCLUDING ACCIDENTAL SUBMISSION OF AN ORDER OR OTHER MESSAGE.

IN NO EVENT SHALL THE PICADO PARTIES BE LIABLE FOR ANY INJURIES, LIABILITIES, LOSSES, CLAIMS, DIRECT DAMAGES OR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ANY WAY CONNECTED WITH (1) THESE TERMS AND CONDITIONS (INCLUDING ANY CHANGES THERETO), (2) ANY USE OF THE SERVICES, THE PICADO CONTENT, OR THE USER CONTENT, (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF ANY OF THE SERVICES), OR (4) YOUR VISIT TO ANY VENUE OR THE PERFORMANCE, NON-PERFORMANCE, CONDUCT, OR POLICIES OF ANY VENUE OR VENUE PROVIDER IN CONNECTION WITH THE SERVICES. [IF YOU ARE A RESIDENT OF THE UNITED KINGDOM OR EUROPEAN UNION], THE LIMITATION OF LIABILITY IN THESE TERMS AND CONDITIONS SHALL NOT APPLY TO ANY DAMAGE ARISING FROM OUR WILFUL MISCONDUCT AND GROSS NEGLIGENCE, NOR SHALL IT APPLY TO DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH. PICADO IS ALSO NOT LIABLE FOR ANY FURTHER LIABILITY SUCH AS LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF BUSINESS

OPPORTUNITY THAT MAY RESULT FROM A REQUEST/BOOKING FACILITATED VIA THE PICADO PLATFORM.

IF THE DISCLAIMER OF DIRECT DAMAGES ABOVE IS NOT ENFORCEABLE AT LAW, YOU EXPRESSLY AGREE THAT OUR LIABILITY TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO FIFTY EUROS (€50).

You and Picado understand and agree that the disclaimers, exclusions, and limitations aforementioned are essential elements of these Terms and Conditions and that they represent a reasonable allocation of risk. In particular, you understand that Picado would be unable to make the Services available to you except on these terms and agree that these Terms and Conditions will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose.

Disclaimer of Warranties

YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES, ALL PICADO CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED TO USER ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. PICADO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO.

THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Third-Party Websites, Applications and Services

The Services may contain hypertext links to websites and applications operated by parties other than Picado. Such hypertext links are provided for User's reference only, and Picado does not control such websites and is not responsible for their content. Picado's inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. Picado assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using

applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service, including any license transferability and other usage rules therein.

Dispute resolution

Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Picado or its successors or assigns shall exclusively be settled through binding and confidential arbitration in accordance with Cypriot legislation. Arbitration shall be subject to the courts in the Republic of Cyprus.