

IN9 – TERMS OF USE

Last updated on 12.09.2024.

Welcome to IN9, the intelligent event discovery and booking application, operated by IN9 Wealth CY Ltd. Before using our application, please take a moment to familiarize yourself with the following Terms of Use.

These Terms of Use constitute a binding agreement between you and IN9 Wealth CY Ltd, and they remain obligatory throughout your use of the application. By installing, accessing, or using our application, you acknowledge that you have read, understood, and agree to be bound by these Terms. These Terms form a legally binding agreement between you and the Company. If you do not agree to these terms, please refrain from using the application.

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of these Terms and Conditions:

Application means the software program provided by the Company downloaded by You on any electronic device, named IN9.

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

Company (referred to as either "the Company", "we", "us" or "our" in this Agreement) refers to IN9 Wealth CY Ltd, a company registered in Cyprus with company number HE454311 whose registered office is Griva Digeni 59, Kaimakliotis Building, 5 Floor, Larnaca, 6043, Cyprus.

Experience Providers means third parties or entities that offer various Experience Products through the Application. The Experience Providers may include organizers, venues, or individuals who provide events, activities, services, and products for Users to discover, book, and purchase.

Experience Products means events, activities, services, and goods offered by Experience Providers. These products are available for Users to explore, book, and purchase through the Application. Information about Experience Products, including details about the event or activity, is accessible within the Application.

Device means any device that can access the Service such as a computer, a cell phone or a digital tablet.

Privacy Notice means a document outlining how we collect, use, disclose, and protect the personal information of Users.

Service means lifestyle services provided through the Application as generally described in clause 3 of these Terms.

Service Price List means a list of Service that User has to pay for to have an access. Service Price List may include one-time fees and term paid subscription for the Service.

Terms of Use (also referred as "**Terms**") means these terms and conditions that form the entire agreement between you and the Company regarding the use of the Service.

User (referred to as either "the Company", "we", "us" or "our" in these Terms) means the individual accessing or using the Service, or the Company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. ACKNOWLEDGMENT

- 2.1 These are the Terms governing the use of this Service and the agreement that operates between you and the Company. These Terms set out the rights and obligations of all users regarding the use of the Service.
- 2.2 Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These apply to all visitors, users and others who access or use the Service.
- 2.3 By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access the Service.
- 2.4 You represent and warrant that you are over the age of 18. The Company does not permit those under 18 to use the Service.
- 2.5 Your access to and use of the Service is also conditioned on your acceptance of the Privacy Notice of the Company. Our Privacy Notice describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Notice carefully before using Our Service.

3. DESCRIPTION OF SERVICES

- 3.1 Application is the Service offered by the Company, designed to enhance the user experience by facilitating the discovery, booking, and purchase of tickets for events and activities that align with the User's interests. The Service may provide lifestyle events, activities, services and products for Users to discover, book, and purchase.
- 3.2 The Application aims to enhance the lifestyle of its Users by offering a platform that simplifies the process of engaging in events, cultural experiences, and entertainment, ultimately contributing to a more enriched and enjoyable life.

4. INTERACTION WITH EXPERIENCE PROVIDERS / EXPERIENCE PRODUCTS

4.1 *User Selection Responsibility*

Users have the autonomy to independently choose Experience Products and Experience Providers through the Application. It is the User's responsibility to review and familiarize themselves with the terms of provision of Experience Products, including payment, refund, and complaint policies.

4.2 *Accuracy of Information*

Users acknowledge and accept that the descriptions and terms of Experience Products in the Application may be outdated or inaccurate. It is the User's obligation to verify the current conditions of Experience Products providing directly with the respective Experience Providers.

4.3 *Third Parties Rules*

Users understand and accept that each Experience Provider may have their own terms of use or service provision rules. Users are obligated to review and understand these rules before engaging with Experience Providers.

4.4 *Financial Transactions*

Users acknowledge and accept that the Application and the Company participate in financial transactions between Users and the Experience Providers. The Company and the Application use third-party providers to securely store your payment card information and process your payments to the Experience Providers. You understand and agree that, when you register a payment card, The Company or its third-party providers may verify that the payment card you registered is valid. The Application may ask you for

additional information in order to verify your payment. Users understand and accept that they make all payments to Experience Providers indirectly through the Company by acquiring payments by Stripe. Users also acknowledge and accept all the terms of Stripe terms of use set out in: <https://stripe.com/legal/consumer>.

4.5 *Responsibility Allocation*

Users acknowledge and accept that in the event of any breach of the terms of provision of Experience Products, the responsibility lies with the Experience Provider, not the Company. Therefore, Users waive any claims against the Company for any violations of Experience Provider terms of provision of Experience Products.

5. RIGHTS AND RESPONSIBILITIES OF THE COMPANY

5.1 The Application and the Service is provided on an “as is” and “as available” basis. The Company does not guarantee that the Application and the Service are usable at any given time or that the Application and the Service work without interruption. The Company does not guarantee the uninterrupted and continuous operation of the Application and the Service or other equipment and/or systems used in the execution of the Application and the Service.

5.2 The Application and the Service may enable the User to view, access, communicate and interact with third-party sources, for example, third-party websites and services. The Company does not assume any responsibility for the content, actions, or practices of any such sources. The User's interaction with such a source and the User's use of, and reliance upon, any content provided by such source is at the User's sole discretion and risk.

5.3 The Company is not responsible for the content of the Application and the Service or its correctness, except for the content generated by the Company.

5.4 The user agrees that the Company, at its sole discretion, may terminate these Terms and restrict the User from application usage.

6. APPLICATION SECURITY

6.1 The Application is offered and will be executed using the Company's back-office software. The Company uses modern technologies in order to ensure the safety of the Application but cannot guarantee the absence of hacker attacks or the absence of other malicious actors.

6.2 The User undertakes to use all the measures possible to protect their personal account, including:

- (a) using only reliable equipment (without authorized access of third parties);
- (b) not using public networks while logged into the account;
- (c) not sharing provided login credentials with third parties;
- (d) informing the Company if they discover suspicious activity related to their account; and
- (e) changing their login credentials in case they become or the User suspects them to become known to third parties or in case of suspicious activity.

6.3 The Company assures, and the User agrees, that within the use of the Services or Application, the Company will never request the User's login details for access to their Account. The company will not initiate a change of User data autonomously. The User is responsible for ensuring the security of their

password and should not disclose it to third parties. In the event of suspected unauthorized access to the account, the User undertakes to promptly notify the Company.

- 6.4 The User shall not introduce viruses or other malicious programs or any other material that is harmful or technologically hazardous, either to the Service or through it.
- 6.5 The User shall not attempt to gain unauthorized access to any part of the Service, the server on which the Application is stored, or any other server, computer, or database connected to the Application.
- 6.6 The use of VPN or similar technologies is prohibited for the User when accessing the Application. Concealing the User's location may result in the account being restricted, suspended or terminated.

7. INTELLECTUAL PROPERTY:

- 7.1 All content, materials, and features available on the Application, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of the Company or its content suppliers and are protected by international copyright and intellectual property laws.
- 7.2 Users are granted a limited, non-exclusive, and revocable license to access and use the Application for personal and non-commercial purposes. This license does not include the right to reproduce, modify, distribute, display, or create derivative works of any portion of the application.
- 7.3 All trademarks, service marks, and trade names associated with the Application are the property of the Company. Users are prohibited from using any trademarks, service marks, or trade names without the express written consent of the Company.
- 7.4 The User agrees to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service or the Application. The User agrees to not remove, obscure, or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.
- 7.5 By submitting any content (such as reviews, comments, or suggestions) to the Application, Users grant the Company a worldwide, irrevocable, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content.
- 7.6 Users agree not to engage in any activity that may infringe upon or violate the intellectual property rights of the Company or any third party.

8. THE COMPANY'S LIABILITY

- 8.1 The Company is only obliged to compensate the User for any direct damage caused to the User by the Company's breach of an applicable law or the Agreement. The User is not entitled to compensation from the Company if the User does not notify the Company of the reason for the compensation within a reasonable time after having become aware of the reason for compensation.
- 8.2 The Company shall not be liable for any indirect damages suffered by the User, unless the Company has caused the damage intentionally, by acting in gross negligence or by breaching its obligations under the applicable Law.
- 8.3 The Company shall not be liable for damages if the performance of the Company's obligations under the Agreement or an applicable law would be contrary to another applicable law.

- 8.4 The Company shall not be held responsible for any losses, damages, or other consequences arising from events that are beyond the Company's control (force majeure-events), including, but not limited to: acts of third parties, acts of God, government actions, political unrest, acts of terrorism, war, strikes and labour disputes, pandemics and/or epidemics, power outages and/or infrastructure failures, transportation disruptions, technological failures, and/or other unforeseeable events which are beyond the Company's control.
- 8.5 The User who has suffered losses, shall take all possible actions to limit these losses. If the User fails to do so, the User will be liable for damages in this regard.
- 8.6 The User is not entitled to compensation due to the termination of this Agreement or due to the termination of the Service.
- 8.7 To the fullest extent allowed by applicable law and this section, in no event will the Company, its affiliates, business partners, licensors or service providers be liable to the User or any third person for any indirect, reliance, consequential, exemplary, incidental, special or punitive damages, including without limitation, loss of profits, loss of goodwill, damages for loss, corruption or breaches of data or programs, service interruptions and procurement of substitute services, even if the Company has been advised of the possibility of such damages.
- 8.8 Some jurisdictions do not allow the exclusion or limitation of certain damages, hence some or all of the exclusions and limitations in this section may not apply to the User.

9. CONFIDENTIALITY

- 9.1 The Company will not share, make public or otherwise transfer Confidential Information regarding the User, except to the Company's representatives as required in the ordinary course of the Company's business operations or as required by law.
- 9.2 The User agrees to keep secret and confidential any Confidential Information concerning the Company that they receive as a result of this Agreement or through any investigations made in connection with it and, if applicable, they should also enforce their officers, employees and consultants to whom such information has been disclosed to comply with such commitment.

10. FEES

- 10.1 The Application is free of charge. However, the User agrees that the Company has the right to charge the User for using the Service in accordance with the Service Price List in force at any given time.
- 10.2 The Company shall provide the User with the Service Price List in written and/or by including the Service Price List in the Application.
- 10.3 The Service Price List may be changed or amended in accordance with section 16 of this Agreement.
- 10.4 The Company is not responsible for any fees or commissions charged by the Recipient or any other third party.
- 10.5 The Company has the right to apply different conditions for each User. Company has the right to establish special conditions other than the conditions set out in the Service Price List for the User, subject to a separate agreement with such User.
- 10.6 When the Account is terminated the outstanding Fees shall be charged.

11. INDEMNITY

11.1 The User indemnifies the Company and bears all losses, expenses, and obligations resulting from their own negligence, malicious actions, or failure to fulfil their responsibilities promptly upon the Company's request or based on this Agreement.

11.2 The User guarantees that they will indemnify the Company for any losses, costs, liabilities, and expenses, including attorney's fees, that arise from the User's failure to comply with the terms of this Agreement.

12. CHANGES TO THE AGREEMENT

12.1 The Company has a unilateral right to change the Agreement. The Company will notify the User of the changes in the Service or another similar way.

12.2 If the changes concern the Fees, the changes enter into force on the date specified by the Company, however no earlier than 2 weeks after sending the notice to the User.

12.3 The Agreement will remain in force as amended unless the User notifies the Company that the User does not accept the changes. In order to continue the use of the Service, it may be required that the User accepts the changed Agreement using a "tick-the-box"-method in the Service.

12.4 If the User does not accept the changes to the Agreement, the User must notify the Company, stop using the Service and cancel or execute any pending Transaction Orders.

13. SUSPENSION OF THE SERVICE

13.1 The Company can, at its sole discretion, suspend the User account in the following events:

- (a) The User violates these Terms;
- (b) The Company receives a lawful request or directive from a competent court of law, government authority, public agency, or law enforcement agency;
- (c) The User has misled the Company by providing false data or information by withholding data or by any other means;
- (d) The Company's activities are prohibited by law in the User's country of residence; or
- (e) The Company has reasonable grounds to suspect that the User has violated or is planning to violate any applicable law or regulation or these Terms.

13.2 The Company reserves the right not to disclose the reason for termination of the account if it is required by law.

14. TERM AND TERMINATION

14.1 These Terms are valid from the moment the User accepts these Terms as binding until further notice.

- 14.2 The User has the right to terminate their account and cease using the Service at any time by providing written notice to the Company, provided that the User has no outstanding requests for Experience Products that have not been completed.
- 14.3 Upon the termination, the User will no longer have access to the Service, and any ongoing transactions or pending orders will be automatically cancelled unless otherwise agreed between the User and the Company.
- 14.4 The User shall be responsible for settling any outstanding fees or payments owed up until the date of termination. The Company reserves the right to charge the User for any unpaid fees at the time of termination.
- 14.5 The Company shall not be obliged to refund any fees already paid by the User prior to termination, unless the request for an Experience Product can be cancelled without penalties by the Experience Provider. In such cases, the Company will make reasonable efforts to refund the relevant amounts to the User..

15. GOVERNING LAW, COMPLAINTS AND DISPUTES

- 15.1 This Agreement shall be governed by the laws of England and Wales without regard to its principles and rules on conflict of law.
- 15.2 If the User has complaints against the Company about the Service and/or other activities, the User should file a complaint to the Company. The language for filing and handling complaints shall be English, and the User agrees to the complaint process being conducted via e-mail.
- 15.3 By using the Service, the User agrees to cooperate in good faith throughout the complaint resolution process. The Company is committed to addressing the User concerns in a fair and timely manner.
- 15.4 In the event that the Company and the User have a dispute which cannot first be amicably resolved through good faith negotiations, the User may use judicial protection. Any disputes arising from or related to this Agreement, the relationship between the User and the Company, or any associated matters (whether contractual or otherwise), shall be resolved in the first instance in the courts of London, United Kingdom.
- 15.5 If and to the extent that any provision of these Terms are held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in these Terms but without invalidating any of the remaining provisions of these Terms.
- 15.6 If and to the extent that any provision of these Terms are held to be illegal, void or unenforceable in any jurisdiction, such a provision shall be deemed invalid only in those jurisdictions.