

(last revised version 21.02.2023)

## **GENERAL TERMS**

These Terms of Use (the "Terms") govern the use of the Website [www.abill.io](http://www.abill.io), the tools used and offered thereon, and other electronic means of communication related to the Website (the "Website").

The Terms of the Site are binding on each person, a user of the Site, who uses the Site (hereinafter - the User), regardless of whether or not he has registered for the use of the Site. If the User does not agree to these Terms, he must immediately stop using the Website.

The website belongs to the company SIA "Abillio" registered in the Commercial Register of the Republic of Latvia (registration number 40203284112), hereinafter - the Owner.

The Terms constitute a binding agreement between the Website User and the Website Owner.

The Website Owner has the right to change the Website Terms at any time, in its sole discretion and without prior notice. Any changes to the Site Terms are effective upon posting on the Site.

The information provided on the Site is not intended for distribution or use to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or subject the Site Owner to any registration requirements in such jurisdiction or country, respectively. shall do so on their own initiative and shall be fully responsible for compliance with the relevant laws and regulations.

The Website Owner cooperate with other legal entities that offer the Users to become members of the Partnership (hereinafter - the Partnership) to perform an joint economic activity. . The user's participation and admission as a member is stipulated in the Partnership's incorporation documents. The Partnership's goal is to provide Users with the opportunity to use a digital solution (Website) in which it is possible to prepare and send invoices to third parties (hereinafter - Clients) for services provided to the Clients within the Partnership (hereinafter - Services), calculate and receive a share of profit. Service, to facilitate the possibility to perform the economic activity of the Users within the Partnership, as well as to provide advice and support to the Users. The User can get acquainted with the Partnership's regulatory documents in his Profile after the User becomes a member of the Partnership.

The main purpose of using the website is digital solutions for the Partnership's operations.

## **ACCEPTANCE OF THE TERMS**

It is the duty of each User to carefully read the current version of the Terms.

The User may use the Website, register on it and use the opportunity to use the Website only if he has read the Site Terms and fully agrees with them.

The User is obliged to periodically review the Terms in order to receive information about updates. By continuing to use the Website after the date of publication of the revised Terms, the User confirms that he has reviewed the changes and has accepted the revised Terms.

The User may confirm his / her acceptance of the Website Terms of Use either by actually using the Website, in which case the User is deemed to have read and agree to the Website Terms of Use.

The User is not entitled to use the Website if the User does not agree with the Terms of Use of the Website, as well as if the User's statements do not comply with the specified.

By agreeing to these Terms, the User is responsible for all actions performed using the User's registration access codes. The User is fully responsible for all transactions and other obligations made through the Site.

The use of the Services will also require a separate consent to the terms of cooperation, which are not part of these Terms, but are binding on the Users.

The Services are provided in accordance with the terms of the Service Agreement, which are not part of these Terms, but are binding on the Users.

### **USER REPRESENTATIONS:**

By using the Website throughout its use, the User confirms and guarantees that:

- has got acquainted with the Terms and their updates;
- any information provided by the User on the Website is true, accurate and current and will be provided completely voluntarily. The User undertakes to immediately update the previously provided information if it changes;
- The User has legal capacity and agrees to comply with the Terms;
- User is not younger than 18 years;
- The user is not a minor in the jurisdiction in which he or she resides;
- The User will not access the Site through automated means such as bots, scripts or otherwise;
- The User will not use the Site for illegal or unauthorized purposes;
- The user is not a politically significant person, is not a family member of a politically significant person, as well as is not a person closely related to a politically significant person;
- The user has no active insolvency proceedings;
- The user is not involved in illegal activities that are in conflict with laws and regulations and ethical and moral norms accepted in society;
- The user is not deprived of the right to perform all types of commercial activities

by law or by a decision of state administration or court institutions;  
- The user does not have the status of a suspect in any criminal case;  
- Use of the Site will not violate any applicable laws or regulations.

If the User provides false, inaccurate, not up-to-date or incomplete information, the Website Owner has the right to suspend or terminate the User's account and refuse to use any current or future Website (or any part thereof).

Visiting a website, sending emails and filling out online forms are electronic communications. The User agrees to receive electronic communications, and the User agrees that all terms, agreements, notices, disclosures and other communications provided by the Website Owner to the User are made electronically, by e-mail or on the Website and are deemed to be provided in writing. .

If the User provides false, inaccurate, not up-to-date or incomplete information, the Website Owner has the right to suspend or terminate the User's account and refuse to use any current or future Website (or any part thereof).

Visiting a website, sending emails and filling out online forms are electronic communications. The User agrees to receive electronic communications, and the User agrees that all terms, agreements, notices, disclosures and other communications provided by the Website Owner to the User are made electronically, by e-mail or on the Website and are deemed to be provided in written form.

## **PROCEDURE FOR USING THE SITE**

The User is entitled to use the Website only in accordance with the Terms and the intended purposes of the Website. The Site may not be used in connection with any commercial endeavors other than those approved by the Site Owner.

The Website Owner is not responsible for the User's obligations to the Partnership.

The User is fully responsible for any information he places on the Website and / or sends to Customers using the Website, as well as assumes full responsibility for the consequences (including legal) that arise as a result of posting or sending such information.

The User is responsible for maintaining the confidentiality of the User's passwords and access code information created on the Website and undertakes not to pass this information to third parties. The User is solely responsible for all actions taken using the User's registration data and access information. If the User becomes aware of any unauthorized use of the password or account, the Website Owner must be notified immediately by sending an e-mail to [abillio@abill.io](mailto:abillio@abill.io).

The User will not take any action that will hinder or interfere with the use of the Site.

The user or any unauthorized person is prohibited from:

- Systematically retrieve data or other content from the Site to directly or indirectly

create or compile a collection, compilation, database or directory without the written permission of the Site Owner;

- copy or use the content of the Website or any materials they contain for purposes other than those described in the Terms of Use or the Partnership's regulatory documents;
- sell, distribute, publish or otherwise transfer the content of the Website or any materials to any third party;
- create any derivative works from the content of the Website or any materials;
- reuse the content of the Website or any materials outside the Website, license the content of the Website or use it for commercial purposes;
- allow a third party to perform any of the above actions;
- perform any unauthorized use of the Website, including the collection of other users' data, including e-mail addresses, by electronic or other means, the creation of user accounts by automated means or by fraud;
- use agents, authorized persons or intermediaries to perform activities on the Website;
- circumvent, disable or otherwise interfere with the security-related features of the Website, including features that prevent or restrict the use or copying of any content on the Website, or - impose restrictions on the use of the Website and / or the content contained therein;
- perform unauthorized retrieval or linking of the Website;
- deceive, defraud or deceive the Website Owner, Customers and other users;
- misuse the Website Support Services or submit false reports of abuse or abuse;
- engage in any automated use of the Site, such as the use of scripts or any robots or similar data mining tools;
- interfere with or create an unreasonable burden on the Site or networks or services connected to the Site;
- use another user's access data to connect to the Site;
- sell or otherwise transfer your profile to third parties;
- use any information obtained from the Site to harm or abuse another person;
- use the Site as part of any attempt to compete with the Site Owner or otherwise use the Site and / or its content for any revenue-generating activity other than as specifically provided on the Site;
- decrypt, decode any software code that includes or in any way forms part of the Site;
- try to circumvent any security measures on the Site designed to prevent or restrict access to the Site or any part of the Site;
- harass, annoy, intimidate or threaten any of the Website Owner's employees or agents involved in providing any part of the Website to Users;
- delete a copyright or other proprietary rights notice from any content on the Site;
- copy or customize the Website software, including but not limited to Flash, PHP, HTML, JavaScript or other code;
- upload or transmit (or attempt to upload or transmit) viruses, trojans or other tools that interfere with any party's continued use of the Site or alter the use, functionality or maintenance of the Site;
- upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active mechanism for collecting or transmitting information, including, but not limited to, graphics exchange formats ("GIFs"), 1 × 1 pixels, web errors, cookies, or other similar tools;
- use any automated systems that access the Site, including to run any

unauthorized script or other software;

- to take actions against the Website, the Partnership, the Website Owner, as well as the Client adversely affects the reputation of the Website, the Partnership, the Website Owner or the Client or causes significant damage to the interests of the Website, the Partnership, the Website Owner or the Client;
- use the Site in a manner inconsistent with applicable laws or regulations.

The user is aware that violating the above conditions is a punishable act.

The user may be denied access to the Site in the following cases:

- if the User violates the Terms;
- User representations are false;
- complaints about the User received from the Clients;
- the use of non-existent or other personal data has been established;
- Abuse of the Website has been identified.
- the security threats of the Website are detected;
- The User violates the documents regulating the Partnership's activities;
- Users have an ongoing solvency process;
- if there is a suspicion that the User performs illegal activities that are in conflict with the laws and regulatory enactments and the ethical and moral norms accepted in the society;
- if there is a suspicion that the User is taking actions against the Website, the Partnership or the Website Owner, adversely affects the reputation of the Website, the Partnership or the - Website Owner or causes significant damage to the Website, the Partnership or the interests of the Website Owner;
- if the User has been deprived of the right to perform all types of commercial activities by law or decision;
- if the User has the status of a suspect in a criminal case.

The Site Owner may deny access to the User's Account without prior notice. The User will not claim damages in connection with this and will not make any claims or claims against the Website Owner.

The User agrees that the content of the Site is subject to change without notice. The User will not make any claims or claims in connection with this. The User is obliged to regularly follow the content of the Website, the descriptions provided therein and changes thereto.

The User agrees that the Website Owner may, in its sole discretion and without prior notice, temporarily or permanently suspend the operation of the Website, as well as without prior notice temporarily or permanently suspend the maintenance of the Website or any part thereof (this also includes the closure of the Website). The User will not make any claims or claims in connection with this. Sites

The Site Owner does not warrant that the Site will be available without interruption, error or delay.

The Site may contain information, including the Terms, that contains typographical errors, inaccuracies or omissions. The Site Owner reserves the right to correct any

errors, inaccuracies or omissions and to change or update the information on the Site at any time without notice.

The User is entitled to access the Website only through a solution provided by the Website Owner.

## **USER REGISTRATION AND IDENTIFICATION**

To register on the Site, the user must provide his / her name, surname and e-mail.

Within the functionality of the Website, the User may link his / her account to the User's online accounts with third party service providers. User represents and warrants that it has the right to disclose the third party account login information to the Website Owner and / or grant the Website Owner access to the User's third party account without violating any of the terms and conditions governing the use of that third party account and without obligating the Website Owner to pay without charge or subjecting the Site Owner to any usage restrictions imposed by the third party account provider. By granting the Site Owner access to any third party accounts, the User understands that the Site Owner may access their content so that it is available to the Site and the Site Owner for the operation of the Site.

In order to start full use of the Website, the User must register by providing additional information about the User provided on the Website.

In accordance with the legal requirements, before providing the Services and sending the invoice to the Customer, it is necessary to perform User identification, or "Know your customer", the purpose of which is to take care of a safe environment, prevent possible money laundering and terrorist financing risks.

All information requested by the User at the time of registration will be included in the application for membership of the Partnership.

The user confirms that he will provide true data and only about himself, and confirms that he will not provide another person's data during registration and identification.

The user is informed that knowingly providing false information is a punishable offense for which certain liability is provided.

The User has the right to stop using the Site at any time by notifying the Site Owner of the option to stop using the Services on the Site and delete the profile.

## **PRIVACY POLICY**

By agreeing to these Terms, the User also agrees to the Website's privacy policy. The Privacy Policy is a document related to the Terms that is binding on the User.

The Owner of the Website requests from the User the information required by regulatory enactments and required:

- to register a User on the Site;
- maintain a User Account;
- provide access to the Site;
- ensure communication with the User;
- identify the User and the information provided by him;
- ensure full use of the Website;
- ensure the sending of information to the Customer and the performance of settlements;
- For the purposes of the Partnership's accounting and operation;
- in other cases, which is necessary in accordance with regulatory enactments.

The Website Owner stores data about the User, the Service, the Customers for as long as required by the relevant regulatory enactments.

## **INTELLECTUAL PROPERTY RIGHTS**

The content of the Site, including the content of the Terms, trademarks, trade names, logos, service marks, patents, copyrights or trade secrets, including the name Abillio, is subject to the registered and unregistered intellectual property rights of the Site Owner and others.

The Website Owner has determined the trade secret status of the Website code and its content and considers it confidential information.

The User should assume that all information seen or read by the User on this Website is protected by copyright and may not be used without the written permission of the Website Owner, except as provided in these Terms of Use, Partnership Regulatory Documents or the text on the Website.

Nothing contained on the Site should be construed, implicitly, to the exclusion or otherwise, as granting of licenses or rights to use the marks appearing on the Site without the prior written consent of the Site Owner or any third party who owns the intellectual property.

The User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information submitted by the User is non-confidential and will become the property of the Site Owner. The Website Owner has exclusive rights, including all intellectual property rights, and the Website Owner has the right to unrestricted use and distribution of this submitted information for any lawful, commercial or other purpose without the consent of the User concerned. The user waives any moral and material right to such information submitted. The User warrants that any such submitted information is original to you or that you have the right to submit such submitted information. The User agrees that no claim will be made against the Website Owner for any possible or actual violation or misappropriation of the right to information provided by the User.

## **LIABILITY**

The Website Owner does not assume any warranty or liability to the User and any third party in connection with:

- Use of the Site, including fitness for a particular purpose;
- The accuracy or completeness of the content of the Website, including any errors or inaccuracies in the content and materials;
- personal injury or property damage, regardless of whether the User accesses and uses the Website;
- any unauthorized access to the server and / or any and all and any personal and / or financial information stored on it;
- any malfunctions, interruptions and possible errors of the Website from such events;
- any security holes, viruses, Trojan horses or similar malware that may be transmitted to or from the Site by any third party;
- any errors or omissions in any content and material or any loss or damage arising out of the use of any content published, transmitted or otherwise made available on the Site;
- any product or service advertised or offered by a third party through the Site;
- for any direct, indirect or imminent loss, including lost profits, lost revenue, loss of data or other loss, arising out of the use of the Site, even if the Site Owner is aware of the possibility of such loss;
- As a precaution, the user must make his own decision on the use of the Website.

The obligations, duties and responsibilities arising from the Partnership's rules and the Services provided are resolved within the Partnership without the involvement of the Website Owner.

The User agrees to defend the interests of the Website Owner and its affiliates and undertakes not to seek the Website Owner's involvement or compensation for any loss, damage, liability, claim or claim arising out of or in connection with:

- Use of the Site;
- Violation of the rules;
- any violations of the User's statements;
- infringements of the rights of third parties, including but not limited to intellectual property rights.

Notwithstanding the foregoing, the Website Owner reserves the right and the User agrees that at the User's expense the Website Owner will assume exclusive protection and control over any matter that may affect the Website Owner. The Site Owner will use reasonable efforts to inform the User of any such claim, action or action.

The User waives any right or claim under any law in any jurisdiction that requires communication with the User in any form other than electronic means of communication.

## **FINAL TERMS**

The Terms are binding on the User as long as the User uses the Website.

These Regulations are regulated and interpreted in accordance with Latvian legislation.



To resolve an issue, the User should contact the Site Owner by sending an email to [abillio@abill.io](mailto:abillio@abill.io).

Disputes regarding these Regulations shall be considered in the court of the Republic of Latvia.

If one or more terms of the Terms of Use are held to be invalid, illegal, invalid or unenforceable, the remaining terms shall be construed as closely as possible in accordance with the applicable law consistent with their original purpose and shall not affect their validity.

The Site Owner may at any time transfer any or all of his rights and obligations to other persons.

No joint venture, partnership, employment or agent relationship has been established between the User and the Website Owner as a result of the use of these Terms. The User agrees that these Terms will not be interpreted against the Website Owner on the basis that they have been compiled by the Website Owner.

The User waives any requirements in connection with the fact that the Terms are drawn up and available electronically.