

TERMS AND CONDITIONS

TERMS OF USE EFFECTIVE MAY 2022

These Terms and Conditions (“Terms”, “Agreement”, “T&Cs”) are made by and between Geoearnings Limited (“Geoearnings”, “Company”, “we”, “us”, “our”) and You, jointly and indistinctly, as the “Parties” or, individually, each as a “Party”.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SITE AND/OR ANY OF OUR SERVICES. BY USING OUR SERVICES, YOU ARE AGREEING TO OUR TERMS AND CONDITIONS.

LEGAL NOTICE

By making use of or otherwise accessing the Services, regardless of purpose, manner or form, You acknowledge and represent to have read and understood these T&Cs and undertake to be bound by and uphold all provisions, terms and conditions hereof.

Notwithstanding the above, You hereby acknowledge that upon clicking on the specifically designated button for consent (e.g. “*sign-up*”, “*next step*”, “*I accept*” buttons etc.), making use of or been granted access to the Services or otherwise any content (or copies thereof), in connection with the Services, You expressly agree and grant Your full and unconstrained consent to have such access and use strictly subjected to these T&Cs and Geoearnings’ policies, as they may be enacted and amended from time to time (hereinafter collectively and indistinctly referred to as “Policies”), especially, but not limited to, Geoearnings’ Privacy Policy and Cookies Policy located in this website.

If You do not agree to the terms and conditions hereof, You shall refrain from using or otherwise accessing the Services and any and all download, installation, use or access of the Services by You shall be construed as an unauthorized use of the Services, deemed strictly prohibited.

Should You have previously entered into a written agreement with Geoearnings that incorporates these T&Cs by reference therein, or govern over the same subject matter, unless explicitly stated thereunder, these T&Cs shall be deemed likewise enforceable and binding upon You, regardless of express consent or lack thereof.

By accepting these T&Cs pursuant to the above instructions, You further represent to be a person, whether an individual or legal entity, authorized to do so and to accept the obligations set forth herein, whether for Your own benefit or on behalf of the relevant person, as the case may be, including, without limitation, to access and use the Services and all related content.

Geoearnings reiterates herein and You explicitly acknowledge that any and all unauthorized use of the Services is strictly prohibited.

DEFINITIONS

For the purposes of these T&Cs, unless otherwise defined throughout the T&Cs, the following terms shall have the meanings hereunder assigned when used in their capitalized format:

“**Account**” means a user profile created by You upon signing-up or subscribing to have an Affiliate Program membership with Geoearnings, that may be used to make selections with respect to the presentation, management, distribution, or otherwise related selections pursuant Your access to the Services.

“**Action**” or “**Compensable Action**”, as the case may be, means an act or event, such as an end-user’s specific activity or combination thereof including, without limitation, leads, actions, impressions, clicks, sales, applications, registrations, and click-throughs, upon which the pricing model relies.

“**Advertiser**” means any Affiliate that creates, prepares, delivers, posts or otherwise submits Advertising Material for the embedded use within a designated Publisher’s Space.

“**Advertising Materials**” means any graphic file or any and all accompanying printed, hand-written or electronically transferred information supplied by an Advertiser to be displayed, for advertising purposes, at a designated Publisher’s Space.

“**Advertising Tag**” means script code, pixels, *uniform resource locator* – URL links, tags or any other implementation means, provided by an Advertiser, to be embedded by a Publisher through the Network, as needed, in order to track Actions.

“**Affiliate**” means, with respect to a person, any person enrolled with the Network under an Affiliate Program’s membership.

“**Affiliate Program**” is defined in the preamble of these T&Cs.

“**Confidential Information**” is defined under Section 6.

“**Content**” means any and all audio and video material including, without limitation, text, logos, artwork, graphics, pictures, advertisements, sound and other related intellectual property contained in materials uploaded or otherwise provided by Geoearnings or an Affiliate and accessed by You, or otherwise provided by You in connection with the Services.

“**Fee**” is defined under Section 3.

“**Geoearnings Platform**” is defined in this T&C’s preamble.

“**Insertion Order**” means, with respect to an engagement pursuant to the Services, between and amongst Affiliates and Geoearnings, the specific written instrument executed and submitted in order to further detail such engagement and grant a Publisher the required authorizations regarding the Advertising Material. When fully executed by the Parties and together with these terms shall form a binding agreement.

“**Network**” means the advertising networks maintained and operated by Geoearnings in order to provide a forum which enables the Affiliates to post Advertisement Material and Content for distribution, display or otherwise transmission through a multitude of online channels including, without limitation, websites, e-mails and other such forms of space.

“**Publisher**” means, with respect to an Advertiser, any Affiliate undertaking the responsibilities pursuant the distribution, display or otherwise transmission of Advertising Material.

“**Publisher’s Space**” means any space including, without limitation, *pre*-landing page, website, e-mail or other such forms of space, held or made available by a Publisher for the purposes of distributing, displaying or otherwise transmitting Advertising Materials.

“**Registration Data**” is defined under Section 3.

“**Services**” is defined under Section 1.

1. SCOPE OF USE

1.1 **Scope of Use.** You undertake and further represent, as an Affiliate, to make use of the Services in a strictly permitted manner under these T&Cs, as follows:

(a) Whether as an Advertiser, You shall use the Services for the purpose of posting Advertising Material through the Network in order to market and advertise goods and services.

(b) Whether as a Publisher, You shall use the Services for the purpose of retrieving the Advertising Material through the Network and employing Your best efforts to embed such Advertising Material to the relevant Publisher’s Space.

1.2 Notwithstanding the above, all Publishers shall be required to place the Advertising Tag on all necessary Publisher’s Spaces. Should You use the Services as a Publisher, You undertake to refrain from altering, selling, transferring, assigning, or otherwise disclosing the Advertising Tag, in whatever manner, form or nature, to any third parties, unless upon Geoearnings’ prior written consent.

1.2.1 Any use, distribution, post or submission of the Advertising Tag other than as strictly warranted under these T&Cs and in connection with the Services shall be construed as an unauthorized use.

1.3. The platform also monitors and logs the conversions (“tracking”), whereby the platform provides You with an overview thereof. The tracking is decisive for the identification of successful conversions and for the calculation of the resulting remuneration.

1.4. The engagement of the Services between You and Geoearnings shall happen upon the signature of an Insertion Order, in which the Parties will describe the terms of the engagement. When the Insertion Order is signed by the Parties and together with these terms shall form a binding agreement.

1.4.1. In the event of any conflict between the terms of this Agreement and any Insertion Order, these Terms shall prevail.

2. AFFILIATE ACCEPTANCE AND THE SERVICES

2.1 Upon acceptance of the Affiliate to Geoearnings’s affiliate network and the confirmation thereof by Geoearnings, the Affiliate shall start performing the Services to Geoearnings.

2.2 Ultimately within 2 (two) business days after the Effective Date, the Affiliate will also gain access to an Affiliate Account and receive login details from Geoearnings. The Affiliate shall be

independently responsible and liable for any actions (for example of employees of Affiliate) under the Affiliate Account.

2.3 Geoearnings may (temporarily) withhold or deny acceptance of the Affiliate for any reason and at any time without being or becoming liable towards the Affiliate in respect thereof. This may for example be the case in the event that the registration or sign up form are not (yet) completed properly or appear to be incorrect. In such event, additional information may be requested from the Affiliate by Geoearnings.

2.4 With respect to providing the Services, the Affiliate represents and warrants:

- 2.4.1 to perform the Services on a best efforts basis, thereby considering professional skill and care;
- 2.4.2 to adhere to specific instructions from Geoearnings (e.g. following ‘notice and takedown’ and/or compliant requests);
- 2.4.3 that any information provided to Geoearnings regarding itself and/or its business shall be true, accurate and complete;
- 2.4.4 that none of its Mediums contain false, untrue, or misleading information;
- 2.4.5 to adhere to and comply with the obligations set forth in the Code of Conduct;
- 2.4.6 to procure that each Campaign shall be localized properly (i.e. translated correctly and in conformity with applicable local laws and regulations);
- 2.4.7 to act in compliance with all applicable laws, regulations (amongst others in relation to privacy) and/or industry codes (where applicable, e.g. for dating industry) of the countries where the Campaign and Ads will be advertised;
- 2.4.8 to provide Ads with applicable age rating, where applicable or legally required.

2.5 The Affiliate shall indemnify and hold Geoearnings harmless from and against any costs, damages or expenses resulting from any third-party claims that arise from or are in any way relating to or resulting from the Affiliate’s non-compliance with one or more of the representations and warranties.

2.6 The Affiliate acknowledges that Geoearnings receives its instructions for Campaigns and requests for the Services, from Advertisers. The Agreement does not comprise any obligation for Geoearnings to retain the Affiliate for (specific) Campaigns respectively Services.

3. REGISTRATION AND PRIVACY

3.1 **Account and Registration.** Prior to using one or more of the Services, Geoearnings may require certain information (“Registration Data”) to create an Account. Failure to provide all accurate, true and precise data required to create an Account may prevent access to any or all Services. Failure to maintain the Registration Data furnished by You up to date, accurate, current and complete shall be deemed a breach of these T&Cs, which may result in suspension or termination of Your access to or use of the Services according to Section 4 hereunder.

3.1.1 Notwithstanding the above, You further acknowledge that the Geoearnings Platform contains user activity tracking devices for the purpose of assisting Geoearnings optimization of the Services. Your access to or otherwise use of the Platform is construed as Your express acceptance of such.

3.2 **Password.** You are requested to provide a secure, individual password upon signing-up for Your membership with the Affiliate Program, which shall be required to access Your Account and the Services. You are solely responsible for protecting and safeguarding Your password from unwarranted disclosure or unauthorized use and You are fully liable for all activities that occur under Your password. You undertake to keep Geoearnings informed, at all times, over any event of suspected or actual unauthorized use of Your password or Account, or otherwise breach of security related to Your password or any Services. Geoearnings is not liable for any loss or damage resulting from Your failure to protect and safeguard Your Account from unauthorized or unwarranted access or use, or for Your failure to maintain password confidential and secure.

3.3 **Data Protection.** All Affiliates must conspicuously disclose, on its own Publisher Space, its own privacy policy, detailing, in complete and full compliance under the applicable general data protection regulation, the manner in which and purpose for what that Affiliate collects, uses, stores and discloses personal data, if any, as well as instructions steered towards the end-users on how to opt-out of such practices.

3.3.1 You further warrant to currently be, and undertake to remain, in compliance with all applicable laws and regulations governing privacy, and data protection.

4. FEES & PAYMENT POLICY

4.1 Geoearnings may, at its sole discretion, make available to its Affiliates alternative payment methods, which shall be provided gratuitously solely for the purpose of striving for the most convenience. Such availability of alternative payment methods may not be construed as Geoearnings undertaking or otherwise subjecting to the obligation of utilizing that alternative payment method. You hereby acknowledge that the discontinuation of such alternative payment methods or otherwise policy changes regarding such alternative payment methods may be effected at any time by and at Geoearnings' sole discretion.

4.2 Geoearnings reserves the right to withhold or otherwise take any action regarding any sums due, as it may be required by law or court order. Notwithstanding, Geoearnings further reserves the right to withhold any sums due should You engage in activity deemed deceptive or fraudulent in nature, as reasonably determined by Geoearnings.

4.3 Without prejudice to that provided above, You further acknowledge and undertake to bear and remain solely and separately liable for Your own taxes, levies and duties, currency and banking fees and charges, as applicable, in connection with any and all considerations paid under the Services.

4.4 You understand and agree that Geoearnings may be deemed liable solely for revenue constituting immediately available funds, based on payments received without restrictions from the Advertisers. You explicitly consign herein to release Geoearnings from any payments relating to uncollected amounts from Advertisers or otherwise Affiliates, which are, for whatever reason, reasonably expected to remain uncollected for the foreseeable term.

4.4.1 You further undertake to exclusively and directly assert eventual claims against the Advertisers and to hold and keep Geoearnings harmless and indemnified against any claims or liability related to such uncollected amounts.

4.4.2 Notwithstanding the foregoing, Geoearnings undertakes to employ reasonable efforts in order to bill, collect and clear payments from the Advertisers on a timely basis.

5. TERM & TERMINATION

5.1 These T&Cs are made effective as of the date of Your acceptance, pursuant that established throughout the *Recitals* hereinabove, and shall remain so until terminated by either of the Parties in accordance with that provided hereunder.

5.2 Geoearnings may immediately terminate or suspend Your access to the Services: (i) should You fail to comply with any provision under these T&Cs or any other applicable written agreement between You and Geoearnings, including Insertion Orders; (ii) for any conduct that Geoearnings may reasonably deem to be directly or indirectly harmful to other Affiliates or otherwise users of the Services, to Geoearnings or its subsidiaries, business contractors, business partners, suppliers, or to other third parties; (iii) for any conduct that Geoearnings may reasonably deem to be a violation of third party rights such as copyright, trademark and rights of privacy and publicity; (iv) interference with the proper functionality of any or all the Services or those of Geoearnings' suppliers; and (v) for any conduct that violates any local, state, federal, or foreign laws or regulations.

5.2.1 Upon an event of termination under this Section, or otherwise arising out of an event of breach or violation of these T&Cs by You, Geoearnings shall be entitled to retain any and all due payments pursuant to Section 3 herein above, as penalty for such breach or violation.

5.3 You may terminate Your use of the Services, whether with respect to a specific campaign early deactivation or cancellation, or otherwise Your membership with the Network, by means of the proper channel available for that purpose under Your Account's administration panel and removing the respective Advertising Tag from the Publisher's Space. In such event, You undertake to hold and keep Geoearnings harmless and indemnified against any penalties or encumbrances resulting from such termination.

5.3.1 Upon an event of termination under this Section, or otherwise termination by Geoearnings without cause, Geoearnings shall perform all due payments in accordance with Section 3 herein above, however irrespective of the Publisher's accrued Net Revenue amount. For the avoidance of doubt, Section 3.2.(c) shall not apply on the remittance of payments following an event of termination hereto.

5.4 Geoearnings reserves the right to terminate or suspend Your access to the Services, at its sole discretion, without cause or penalties, by means of a thirty (30) days prior written notice to You.

5.5 Without prejudice to any of the above, unless explicitly stated or otherwise agreed between You and Geoearnings, all covenants, agreements, representations, warranties and undertakings that are reasonable required, shall survive the termination of Your access to the Services, however so arising, until their complete or otherwise sufficient fulfillment, or upon the relevant Party's due and lawful release of such.

6. TITLE AND OWNERSHIP

6.1 Geoearnings and its subsidiaries own all right, title and interest in and to the Services as well as any Content created strictly with the purpose of using with the Services including, without limitation, associated intellectual property rights under copyright, trade secret, patent, trademark and other applicable domestic and international laws. Any and all trademarks that Geoearnings uses in connection with the Services are owned by Geoearnings and any goodwill associated with the use of such marks shall inure to the benefit of Geoearnings. In no event shall the Services be deemed sold or assigned to You. Any and all rights not expressly granted by Geoearnings are reserved to Geoearnings and its subsidiaries or otherwise licensors. Geoearnings is not required to accept unsolicited feedback. Should You provide any feedback about the Services to Geoearnings, Geoearnings shall own all rights in and to such feedback and any derivative technologies and compilations based on or developed through or by using such feedback. You hereby undertake to take all reasonably necessary actions to affect Geoearnings' rights in and to such effect hereof.

7. CONFIDENTIALITY COVENANT

7.1 You hereby undertake to keep strictly confidential any and all Geoearnings' information and data to which You may have access, regardless of purpose and whatever the form and nature, whether or not marked as confidential, that (i) by its nature or content is or ought reasonably to be identified as confidential or proprietary to Geoearnings, its subsidiaries or an otherwise third party associated with Geoearnings; or (ii) is provided or disclosed in confidence and which Geoearnings, or any person acting on its behalf, may disclose to You, by whatever means including, without limitation, any information relating to Intellectual Property that is proprietary to Geoearnings, its subsidiaries, an Affiliate or to an otherwise third party associated with Geoearnings; Personal Information; any information in respect of business affairs, trade secrets, know-how, formulae, statistics, processes, process maps, business methods, marketing, trading and merchandising methods, promotional and advertising plans and strategies, financial plans and models, inventions, long-term plans, research and development data, user or consumer data and profiles, ideas, drawings; and any other information of a confidential nature (the "Confidential Information"), safeguarding the confidential and proprietary nature of the Confidential Information with at least the same degree of care You hold Your own confidential or proprietary information of like kind, which You further warrant and represent to be no less than a reasonable degree of care.

7.1.1 Without prejudice to the above, You further undertake to indemnify and keep Geoearnings, its subsidiaries and the Affiliates, at all times, fully harmless against losses, liabilities, costs, expenses, fines, penalties, damages and claims of whatsoever nature suffered or sustained by Geoearnings, its subsidiaries or the Affiliates, including, without limitation, attorney fees and burden of loss, arising directly out of an eventual breach of this Confidentiality Covenant by You.

8. WARRANTY & DISCLAIMER

8.1 GEOEARNINGS MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF THE SERVICES' SUITABILITY FOR YOUR PURPOSES OR THE CONTENT YOU MAY RETRIEVE BY OR THROUGH THE SERVICES, NOR THAT THE ACCESS TO AND USE OF THE SERVICES SHALL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES SHALL FUNCTION PROPERLY IN COMBINATION WITH ANY

THIRD PARTY TECHNOLOGY, HARDWARE, SOFTWARE, SYSTEMS OR DATA. THE SERVICES AND ANY CONTENT RETRIEVED BY OR THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS AND GEOEARNINGS IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, MISDELIVERY, UNTIMELY DELIVERY, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND GEOEARNINGS’ REASONABLE CONTROL. YOU UNDERSTAND AND AGREE THAT ANY CONTENT OR OTHER MATERIAL DOWNLOADED, OBTAINED OR OTHERWISE ACCESSED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH CONTENT OR OTHER MATERIAL.

8.2 GEOEARNINGS HEREBY DISCLAIMS NO LIABILITY AND YOU EXPRESSLY UNDERSTAND AND AGREE THAT, UNDER NO CIRCUMSTANCES MAY GEOEARNINGS OR ITS SUBSIDIARIES, BE DEEMED LIABLE FOR YOUR OR ANY USER’S USE OR MISUSE OF OR RELIANCE ON THE SERVICES OR ANY RELATED CONTENT THEREOF. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT GEOEARNINGS MAY BE DEEMED LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS OF PECUNIARY NATURE, ARISING OUT OF OR IN CONNECTION WITH THESE T&CS OR THE USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, IRRESPECTIVE OF GEOEARNINGS’ EVENTUAL PRIOR KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT PREJUDICE TO THE AFOREMENTIONED DISCLAIMER, YOUR EXCLUSIVE REMEDY AND GEOEARNINGS’ TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THE SERVICES OR THESE T&CS, REGARDLESS OF CAUSE OR REASON, SHALL BE RESTRICTED TO THE ACTUAL DIRECT DAMAGES INCURRED BY YOU, UP TO THE GREATER OF THE AMOUNTS (I) EITHER PAID BY YOU DIRECTLY TO GEOEARNINGS IN CONSIDERATION FOR USE OF THE SERVICES OR (II) CORRESPONDING TO GEOEARNINGS’ NET REVENUE ACCRUED DIRECTLY IN CONNECTION WITH YOUR USE OF THE SERVICES THROUGH THE MONTH IMMEDIATELY PRECEDING THE INDEMNIFICATION EVENT. THE LIMITATION SET FORTH UNDER THIS SECTION SHALL APPLY ON ALL ACTIONS OR CLAIMS, IN AGGREGATE, IRRESPECTIVE OF CAUSE OF ACTION. NOTWITHSTANDING, THAT PROVIDED UNDER THIS SECTION SHALL NOT BE CONSTRUED OR OPERATE AS A WAIVER OF, OR OTHERWISE LIMIT, GEOEARNINGS’ ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THESE T&CS.

8.2.1 SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN OR THROUGH THE SERVICES.

9. INDEMNIFICATION & LIMITED LIABILITY

9.1 In no event will Geoearnings or any of its subsidiaries, Advertisers, affiliates, partners, licensors or suppliers be liable for any direct, indirect, consequential, punitive, special or incidental damages resulting from, arising out of or in connection with the access, use of, or inability to access or use the

Service, even if Geoearnings has been advised of the possibility of such damages, except to the extent that such damages arise directly and solely from willful misconduct or gross negligence on the part of Geoearnings itself.

9.2 In no event will Geoearnings be liable for defects in the service or mediums, URL(s) or Geoearnings Statistics, or for any damage caused by viruses or components of software and/or a medium. Additionally, Geoearnings has no control over, and shall therefore not be liable for, the content and lawfulness of campaigns and ads, or the acts or omissions of any other third parties.

9.3 If and to the extent any exclusion or limitation of liability or disclaimer of warranty set out in this Section shall not be allowed under applicable law, such exclusion, limitation or disclaimer will not apply to the Affiliate, but only to the extent it shall not be allowed. In such case, such exclusion, limitation or disclaimer shall be limited to the extent required by applicable law.

9.4 Except to the extent that liability cannot be limited under applicable law, any and all liability of Geoearnings is limited to the amount paid out, if any. In the event and to the extent that no monies are paid out any and all liability of Geoearnings shall be limited to a maximum amount of fifty Euros (€ 50).

9.5 You shall also defend, indemnify and hold harmless Geoearnings, its subsidiaries, officers, employees, licensors, agents, and representatives against any and all claims, damages, costs and expenses including, without limitation, attorneys' fees, litigation expenses and burden of loss, arising out of or in connection with the Content, Your use, whether directly or by means of Your employees, agents, customers, and users of the Services, including but not limited to any claims, lawsuits or proceedings for libel, slander, copyright and trademark violation, resulting from Your enrolment with the Network under an Affiliate membership, or otherwise Your breach of any of the provisions under these T&Cs.

9.6 In any event, a claim on Geoearnings shall lapse in case Geoearnings did not receive a written notice of such a claim, no later than within twelve (12) months after the earlier of (i) termination date of the Agreement, (ii) the discovery by the Affiliate of an event or circumstance that gives or may give rise to that claim or (iii) the moment that the Affiliate could have reasonably discovered an event or circumstance that gives or may give rise to that claim.

10. FORM OF NOTICE

10.1 Any notice to be sent by Geoearnings to You under these T&Cs may be done so by means of e-mail – at the address furnished on registration with Your Registration Data, posting a notice through the Services, on the Geoearnings Platform or through the Network, and shall be deemed duly served upon dispatch.

10.2 Any notice sent by You to Geoearnings, shall be deemed duly served upon receipt, at the addresses designated on Geoearnings' website.

11. FORCE MAJEURE

11.1 Geoearnings may not be deemed liable for any failure to perform, or delay in performing, any of its obligations under these T&Cs, to the extent that such failure or delay is due to an event of force majeure – namely an event arising from cause or causes beyond the reasonable control of Geoearnings, which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable including, without limitation, acts of God, act of governmental sovereignty, war or armed hostilities, fire, flood, explosion, civil commotion, industrial dispute of a third party, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, accident to or breakdown of facilities, shortage of any material, labor, transport, electricity or other supply, or regulatory intervention.

12. NON-SOLICITATION

12.1 As of Your acceptance to these T&Cs according to that provided herein, and throughout a one (1) year term following the termination of Your latest agreement with Geoearnings, however so arising, You agree to refrain from doing or otherwise engaging any business, whether directly or indirectly, with any Affiliate listed as a member of the Network as well as from, whether directly or indirectly, soliciting or inducing such Affiliate to do business with You or Your related parties. You further represent to understand and agree with the restrictions set forth under this Section 13.1, which is to be construed as a paramount condition for Geoearnings to enter into an agreement with and to provide the Services to You.

13. ENTIRE AGREEMENT; SEVERABILITY & ASSIGNMENT

13.1 These T&Cs contain the entire agreement between You and Geoearnings with respect to the subject matter hereof; provided, however, that if You and Geoearnings should further enter into a written agreement or some other written instrument that expressly incorporates these T&Cs by reference, then these T&Cs shall be subject to such other agreement as set forth therein. If any provision of these T&Cs is held unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under any circumstances. You and Geoearnings are independent contractors, no joint venture, partnership, employment, agency or exclusive relationship exists between You and Geoearnings as a result of these T&Cs or Your access to or use of the Services as authorized herein. No failure, whether by You or Geoearnings, to enforce any right or provision under these T&Cs shall be construed as or constitute a waiver of such right or provision. You may not transfer or assign these T&Cs or any rights or obligations hereto, whether directly or indirectly, by operation of law or otherwise, without Geoearnings' prior written consent. Geoearnings reserves the right to assign, sublicense, delegate or otherwise transfer any of its rights or obligations under these T&Cs, whether whole or partially, to any third party, regardless of Your prior written consent. These T&Cs shall inure to the benefit of and be binding upon Geoearnings, You and respective permitted successors and assignees.

14. AMENDMENTS

14.1 Geoearnings reserves the right to, at its sole discretion, amend, update or otherwise alter the T&Cs, the Policies and the Services including, without limitation, features, specifications, capabilities, functions, licensing terms, release dates, general availability and other characteristics, at any time,

regardless of prior notice. By continuing to access or use the Services or any related content on such events following the implementation or deployment of any amendment, update or otherwise alteration, irrespective of any objections or reservations eventually raised by You, whether timely, written or otherwise, You explicitly agree and grant Your full and unconstrained consent to become subjected to and bound by those alterations, hereby waiving and foregoing any right to enjoy or claim, judicially or otherwise, any compensation or indemnification stemming from or in connection thereto.

15. GOVERNING LAW & DISPUTE RESOLUTION

15.1 These T&Cs are governed by and construed in accordance with the Laws of the Republic of Malta. Any controversy or claim arising out of or in connection with these T&Cs shall be settled by arbitration, in accordance with Part V – International Commercial Arbitration – Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The arbitrator shall be appointed by the Chairman of the Malta Arbitration Centre within thirty (30) days of first notification. The language of the arbitration shall be English, and the award shall be rendered in English, provided however that the Parties may mutually agree to use another language during oral hearings or written submissions upon the arbitrator’s consent and submission of the supporting translation by the relevant Party. The arbitration award rendered by the arbitrator shall be final and binding on the Parties. The arbitrator may make an award of the costs of the arbitration, including any legal fees. Except as may be required by Law, neither Party nor its representatives nor a witness nor an arbitrator may disclose the existence, contents or results of any arbitration hereunder without the prior written consent of both Parties, except to the extent necessary to the conduct of the arbitration or permitted court proceedings. You and Geoearnings hereby irrevocably waive the right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable Law.