mellow

Contractor of Records Service Terms and Conditions Use

Date of entry into force: 1st of June, 2026

Scope and Relationship with General Terms

These Contractor of Record Service Terms and Conditions (these "Product Terms") govern solely the Contractor of Record service (the "CoR Service") provided by TMS SolarWeb Limited through the Mellow platform (the "Platform"). These Product Terms are "Product Terms" for the purposes of, and are supplemental to, the Platform General Terms of Use (the "General Terms").

These Product Terms apply only within the scope of the CoR Service and do not apply to any other services accessible through the Platform.

In the event of any conflict or inconsistency between the General Terms and these Product Terms, the documents shall be construed as applying within their respective scopes. To the extent that a matter is expressly regulated by these Product Terms in connection with the CoR Service, these Product Terms shall prevail solely for the CoR Service. In all other cases, the General Terms shall apply.

TABLE OF CONTENTS

DEFINITIONS

GENERAL PROVISIONS

USER ELIGIBILITY

REGISTRATION

CUSTOMER PERSONAL PROFILE REGISTRATION AND ADMINISTRATION

ELECTRONIC SIGNATURE AND ELECTRONIC DOCUMENTS

TEAM MANAGEMENT AND TASK ASSIGNMENT

ACCEPTANCE PROCEDURE AND PAYMENTSUSER ACTIVITY LOGGING

SANCTIONS

RESTRICTIONS

REPORTING VIOLATIONS OF PRODUCT TERMS

SUSPENSION/TERMINATION OF PERSONAL PROFILE

ACCESS, UPTIME AND AVAILABILITY

INTELLECTUAL PROPERTY RIGHTS

DISCLAIMER OF WARRANTIES

LIMITATION OF LIABILITY

INDEMNITY

WAIVER

JURISDICTIONS

APPLICABLE LAW AND DISPUTE RESOLUTION

BINDING ARBITRATION. DISPUTE RESOLUTION

INJUNCTIVE RELIEF

SEVERABILITY

CHANGES TO PRODUCT TERMS

NO RIGHT OF FUTURE ACCESS

CHANGE OF OWNERSHIP

MISCELLANEOUS

CONTACTS

DEFINITIONS

For the purposes of these Product Terms the following definitions shall have the following meanings:

"**Customer**" means a legal entity or an individual entrepreneur that registers on the Platform for business or professional purposes and enters into a Customer Agreement in connection with the CoR Service.

"**Operator**" means **TMS SolarWeb Limited**, a company duly registered and operating under the laws of the Republic of Cyprus under registration No. HE 329931, registered at: 254 Arch. Leontiou A', Maximos Court A', 5th floor, Office no. 51, 3020, Limassol, Cyprus, and its subsidiaries and affiliates if applicable.

"**CoR Service**" means the Contractor of Record service provided by the Operator, as described in the applicable Customer Agreement and/or Subcontractor agreement and the relevant functionality within the Platform enabling contracting, administration, compliance, and payments workflows in connection with such service.

"Platform" means the online platform made available via URL https://www.mellow.io and any associated subdomains, and the Mellow mobile application, through which one or more services (including the CoR Service) may be accessed.

"Personal Profile" means the account (profile) created on the Platform and used to access and use the CoR Service.

"**Sanctions**" means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

"**Sanctions Authority**" the EU, the USA, the UK, the United Nations (UN) and any other governmental authority with jurisdiction over the Parties or any part of its business or operations, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the Council of the European Union, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, Her Majesty's Treasury, the UK's Office of Financial Sanctions Implementation, the UN Security Council.

"**Sanctions List**" any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the EU Sanctions List, the OFAC Sanctions List, the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

"**Sanctions Proceedings**" any actual or threatened:

- litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or
- investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority,

- in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

"**Sanctions Target**" a person that is:

- listed on a Sanctions List;
- owned or controlled by a person listed on a Sanctions List;
- resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions;
- otherwise identified by a Sanctions Authority as being subject to Sanctions.

"**Subcontractor**" means an individual, or an individual entrepreneur, or an individual registered as self-employed person or having another status under the laws applicable to such person, who registers on the Platform and enters into the Subcontractor agreement applicable to the CoR Service.

GENERAL PROVISIONS

1. Introduction and Acceptance

These Product Terms establish the principles and conditions of use of the CoR Service provided by the Operator through the Platform. These Product Terms constitute a legally binding agreement between the person accepting these Product Terms (whether acting as a natural person or as an authorised representative of a legal entity) and the Operator with respect to the CoR Service.

By accessing or using the CoR Service, or by entering into any agreement in connection with the CoR Service through the Platform, the Customer and/or Subcontractor (as applicable) acknowledges that it has read, understood and agrees to be legally bound by these Product Terms.

2. Description and Definition of the CoR Service

For the purposes of these Product Terms, the CoR Service includes the workflows, tools and functionality within the Platform that are made available by the Operator in connection with the Contractor of Record service, including the creation and administration of Personal Profiles, onboarding and compliance steps, the creation and administration of engagements, and payment and document workflows to the extent they relate to the CoR Service.

Use of the Platform outside the scope of the CoR Service is governed by the General Terms and/or other applicable product terms.

3. Scope and Applicability

These Product Terms apply solely to the CoR Service. These Product Terms are incorporated by reference into, and form part of, the contractual documents governing the CoR Service entered into through the Platform, including (as applicable) the Customer agreement(s) applicable to the CoR Service and the Subcontractor agreement(s) applicable to the CoR Service.

These Product Terms do not apply to any other services available on or through the Platform unless expressly stated in the relevant product terms applicable to such services

4. Registration and User Profile Requirements

By registering on the Platform, You agree to these Product Terms by actively selecting the corresponding checkbox during the registration process. Such acceptance constitutes a legally binding agreement between You and the Operator from the moment of acceptance.

The Customer acknowledges and agrees that information provided in the Personal Profile forms part of the operational records of the CoR Service and may be relied upon by the Operator for the purposes of providing the CoR Service, compliance, billing, and record-keeping. For the avoidance of doubt, the enforceability of these Product Terms is not conditional upon completion of any particular Personal Profile fields, provided that access to certain features of the CoR Service may be restricted unless the required information is provided.

You further agree that upon completing Your Personal Profile, the updated information will be incorporated into and considered part of these Product Terms. The Terms remain legally binding from the moment of initial acceptance, with Your full and updated data being deemed as an integral part of these Product Terms.

5. Rules for Use and User Representations

By accepting these Product Terms and agreeing to be bound by them, You agree that Your access and use of the CoR Service must be at all times performed in strict accordance with the following rules:

- You must use the CoR Service in accordance with its designated purpose only;
- Your accessing and use of the CoR Service must be performed by You in full compliance with these Product Terms, other applicable documents related to the CoR Service and all applicable laws (including but not limited to legislation and regulations regarding economic sanctions, anti-money laundering, combating terrorist financing, anti-corruption);
- You must always provide correct, true, current, and complete information about Yourself and parties You represent, whichever is applicable;
- You must not perform any action listed in the "*Restrictions*" section of these Product Terms.

By accepting these Product Terms and agreeing to be bound by them, You represent and warrant that You have not been included in any trade embargo or any international and/or economic sanctions list as published from time to time by applicable international bodies and/or government authorities of any country concerned*,* and You do not intend to use the CoR Service neither for the benefit of any sanctioned person nor for the acquisition/delivering/providing goods or services which are subject to an export or import ban under applicable laws of any country concerned.

USER ELIGIBILITY

1. Eligibility for Subcontractors/Principals

If You intend to use the CoR Service as a Subcontractor/ Principal under Agency Agreement for Managing of Agreements with Customers, You must have reached the minimum age required to independently enter into civil transactions under the laws of Your country of residence. At that if You are a minor in the jurisdiction of your residence, You shall obtain all necessary permissions and consents for performance of Works and/or rendering of Services under this Offer Agreement if such are required under the applicable laws. The Operator reserves the right to report use of the CoR Service by minors to the appropriate officials.

2. Eligibility for Customers

If You intend to use the CoR Service as a Customer, You must be duly authorized by the legal entity You represent to register with the CoR Service and use its functionality. The Operator reserves the right to investigate attempts of use of the CoR Service by parties not officially authorized to represent legal entities these parties claim to represent and report such attempts to the appropriate officials.

1. Registration Data and Identity Verification

Depending on Your intended use of the CoR Service (i.e. as a Subcontractor or as a Customer) You may be asked to provide certain registration details and personal data for identity verification in order to access the CoR Service and use the CoR Service.

2. KYC Compliance and Due Diligence

By agreeing to these Product Terms, when You register as a user of the CoR Service or at any time in the future after Your registration, you accept that KYC compliance procedure in relation to a user of the CoR Service, including the user's identity verification, may be required in certain cases and in this regard You authorize the Operator to undertake these compliance checks on You, either directly or by using relevant third party service providers which on the Operator's behalf will carry out such verifications, and/or by using third party databases and other sources. The Operator reserves the right to monitor and review on an ongoing basis any information You provided as necessary to satisfy any applicable law, regulation, sanctions program, embargo, legal process, or competent authorities' request. You authorize the Operator to request necessary information and conduct necessary investigations directly or through third party service providers to (i) protect the Operator, General Contractor, CoR Service's business partners, Customers and Subcontractors from any illegal activities to which the CoR Service may be exposed, (ii) in case there is a suspicion of money laundering, terrorist financing, fraud, other illegal activities conducted through the CoR Service, (iii) verify the information You provided (if necessary, including but not limited to, Your residential address, specialization and payment-related information) and Your information against third party databases and other sources, (iv) meet goals set in the *"Consent to Monitor"* section of these Product Terms, or (v) as required by applicable laws. You also agree that for these purposes additional information about Yourself (including but not limited to information about Your business, professional experience, expertise in relation to works and services to be performed or performed under a relevant agreement on performance of works and rendering of services) may be requested by the Operator at any time considered necessary and You agree to cooperate with all reasonable requests made by the Operator and You permit the Operator to keep records of such information. The Operator will collect and process such information in accordance with CoR Service's Privacy Policy. You also expressly agree that in case of failure to verify Your identity (whatever the reason) or to provide the relevant information, or in case there is a good reason to suspect that you are behaving fraudulently and/or criminally or that Your use of the CoR Service could damage CoR Service's reputation, the Operator has the right to refuse, suspend or terminate Your access to the CoR Service or any of its resources and to suspend or terminate Your Personal Profile at any time.

3. Update and Maintenance of Information

You expressly agree that all of the information You provide upon registration with the CoR Service must be correct, true, current, and complete, and agree to timely update any information You provide to the Operator to maintain the integrity and accuracy of the information, and also provide any other additional documents and information on reasonable request made by the Operator and/or as required under applicable laws.

If the Customer is located in, or otherwise subject to tax regulations of, the United States, the Customer must provide a complete, accurate, and up-to-date physical address (including state and local details, where applicable) prior to creating any tasks.
The Customer expressly acknowledges and agrees that the provided address is used to determine the applicability, rate, and calculation of U.S. sales tax. The CoR Service is not responsible for any incorrect tax calculation, reporting, or charging resulting from inaccurate, incomplete, or outdated address information provided by the Customer.

If the Customer is located in, or otherwise subject to tax regulations of, the European Union, the Customer must provide a valid and correct VAT identification number prior to creating any tasks.
The Customer expressly acknowledges and agrees that CoR Service applies the VAT number only starting from the VAT reporting period in which such VAT number was provided; and any VAT number submitted or updated after the start of a reporting period shall not apply retroactively to prior periods, transactions, invoices, or other finalized documents.

mellow

4. Consequences of Providing False Information

Providing misleading or false information about Your identity is forbidden and constitutes a material breach of these Product Terms. If the Operator believes that the information You provide is not correct, truthful, current, or complete, or is false or misleading, the Operator has the right to refuse, suspend or terminate Your access to this CoR Service or any of its resources and to suspend or terminate Your Personal Profile at any time.

CUSTOMER PERSONAL PROFILE REGISTRATION AND ADMINISTRATION

1. Creation of the Customer Personal Profile by the Customer Representative

A representative of the Customer ("**Customer Representative**") creates a Personal Profile of the Customer on behalf of the respective Customer. The Operator shall verify the identity of the Customer Representative and assess his/her authority to accept these Product Terms on behalf of the Customer. The Customer Representative, by completing the registration, expressly represents and warrants that he/she has the necessary authority to bind the Customer to these Product Terms.

2. Management of Affiliated Customers

The CoR Service allows a single Personal Profile to be used for multiple affiliated legal entities ("**Affiliated Customers**"). Within the Personal Profile, the Customer Representative may add and manage multiple Affiliated Customers and switch between them as necessary. The Operator shall verify the authority of the Customer Representative to act on behalf of each Affiliated Customer added to the Customer Personal Profile and to accept these Product Terms on their behalf. The Customer Representative shall ensure that all information provided regarding the Affiliated Customers is accurate, complete, and up to date.

3. Changing the Customer Representative

If the Customer appoints a new Customer Representative for its Personal Profile, the following steps collectively constitute an amendment to these Product Terms, recognizing the substitution of the Customer Representative: (i) The current Customer Representative sends a written request to the Operator to replace them with a new Customer Representative, specifying the details of the new Customer Representative, (ii) The Operator successfully verifies the identity and authority of the new Customer Representative and grants them access to the Customer Personal Profile, (iii) The new Customer Representative accesses the Customer Personal Profile and begins using it.

Upon the completion of all three steps, the replacement of the Customer Representative shall be deemed a binding amendment to these Product Terms between the Customer, the Operator, and the new Customer Representative. The Customer remains responsible for ensuring that the new Customer Representative complies with these Product Terms.

TEAM MANAGEMENT AND TASK ASSIGNMENT

1. Creation and Notification of Customer Tasks

The Customer, upon registration in the CoR Service and entering into its Personal Profile, can create a team of Subcontractors, and thereafter upon invitation of the Subcontractors into the team, the Customer can make tasks for execution by a Subcontractor. Upon creation by the Customer of a respective task at its Personal Profile, the Subcontractor receives at its email a notification of new task receipt. At that the task is in "*not confirmed*" status.

2. API Integration and Responsibility for Task Transfer

If the Customer creates a team of Subcontractors by means of API method (API protocol, hereafter referred to as "API"), the Customer undertakes to ensure that each Subcontractor of such a team read, accepted, and executed the terms of the Subcontractor Offer Agreement on Performance of Works and Rendering of Services prior to their use of the CoR Service, as well as the Subcontractor is in compliance with and follows the terms of the Subcontractors Offer Agreement on Performance of Works and Rendering of Services in their subsequent accessing or using the CoR Service. At that, in case of transfer of tasks via API, the Customer undertakes risks independently for correct execution and acceptance of tasks by Subcontractors, as well as for the transfer of rights under these tasks. In addition, the Customer

undertakes to ensure the identity verification of the Subcontractors in accordance with the rules of the CoR Service on mandatory identity verification and to cooperate with the Operator in passing the KYC compliance procedure by the Customer's team of Subcontractors and/or in providing information at the request of the competent authorities or payment partners of the Operator.

3. Formation of a Subcontractor Team

The Subcontractor upon registration in the CoR Service and entering its Personal Profile has the option to create a team of Subcontractors (by inviting Subcontractors to the CoR Service). Each Subcontractor invited to join the team must register with Mellow in accordance with the procedure set forth in these Product Terms. A list of all Subcontractors invited to the team is displayed in the "Team" section of the Personal Profile of the Subcontractor who created the team.

Upon creation by the Customer of a respective task for execution by the Subcontractor, the Customer undertakes to request exclusively the work / service type which is selected. The Subcontractor, upon acceptance of such task, undertakes to perform exclusively the accepted work / service type. Any deviation by the Customer or the Subcontractor from the selected service type is prohibited and shall entitle the Operator to immediately terminate Your access to the CoR Service or any of its resources and to suspend or terminate Your Personal Profile at any time and claim compensation for any and all losses, damages, costs or expenses arising from such breach. In case of fraudulent conduct, the Operator reserves the right to notify and cooperate with the competent law-enforcement authorities, without prior notice.

PRIVACY, PERSONAL DATA AND COOKIE POLICY

The information required to be provided in connection with Your use of the CoR Service may include certain personal data. Collection, use and processing of Your personal data by the Operator, as well as the applicable cookie file policy, are governed by the Privacy Policy, available at https://mellow.io/documents/privacy-policy and Cookies Policy available at https://mellow.io/documents/cookie-policy.

You represent, warrant, and agree that when You provide the Operator or the CoR Service with information about third parties- y -subjects of personal data (including your Customer, Subcontractor, and persons invited to the team of Subcontractors), You have a legal basis for such disclosure and You have complied with all applicable legal requirements (including obtaining all required notices or consents, where consent is the appropriate legal basis)

INFORMATION DISCLOSURE

By accepting these Product Terms, You authorize the Operator to disclose information related to Your use of the CoR Service ("User Information"), including confidential and commercially sensitive information, to third parties as specified below. Such authorized disclosures shall not constitute a breach of any confidentiality obligations under these Product Terms, Customer Agreements, Offer Agreements, or any other agreements between You and the Operator, or You and other companies of the Operator's group (as applicable), and You hereby explicitly waive any claims regarding a breach of confidentiality that You might have under relevant agreements between You and a company of the Operator's group (as applicable). These disclosure provisions supersede and take precedence over any contrary or inconsistent confidentiality provisions contained in any other agreement between You and the Operator or You and a company of the Operator's group.
User Information includes contracts and all related documentation, financial and transactional data, including payment history, balances, and fund movements, business communications and correspondence, technical usage data, tax status and all related documentation, documents required for KYC/AML/CTF purposes, and other commercial information processed through the CoR Service.
The Operator may disclose User Information to:
(i) any company within the Operator's group, subsidiaries, affiliates, or parent companies;
(ii) banks, financial institutions and payment service providers;
(iii) third-party service providers, contractors, and agents performing services for the CoR Service;
(iv) business partners involved in the provision of the CoR Service;

(v) professional advisors, including lawyers, auditors, accountants, and consultants;
(vi) compliance and verification service providers (KYC/AML/CTF service providers, sanctions screening providers, identity verification services);
(vii) regulatory authorities, governmental bodies, law enforcement agencies, and courts in any jurisdiction when required.
Disclosures may be made for:
(i) compliance with laws, regulations, court orders, or governmental requests;
(ii) performance of compliance procedures (KYC, AML, CTF, sanctions screening) and prevention, detection, and investigation of illegal activities including fraud, money laundering, and terrorist financing;
(iii) provision of the CoR Service;
(iv) protection of the Operator's rights, property, safety, or legitimate interests;
(v) fulfillment of contractual obligations with business partners and service providers of the Operator;
(vi) response to legitimate requests from authorized third parties where disclosure serves the interests of the CoR Service and its users;

The Operator shall exercise reasonable care in protecting User Information, require confidentiality from recipients where practicable, and limit disclosures to what is operationally necessary.

For the avoidance of doubt, disclosures under this section that involve personal data shall be carried out in accordance with applicable data protection laws and the CoR Service's Privacy Policy. The Operator shall remain responsible for ensuring that any such processing and transfer of personal data complies with its legal obligations.

SANCTIONS

1. By accepting these Product Terms You warrant that:

- You are not a Sanctions Target and have not been a Sanctions Target and nothing has occurred that could reasonably be expected to result in it becoming a Sanctions Target;
- You are not contravening and have not contravened any Sanctions;
- You, your owners, controlling persons and officers are not included in Sanctions Lists;
- none of Your clients or counterparties is Sanctions Targets;
- Your business activities are not directly or indirectly intended to benefit, or be used in connection with, any Sanctions Target or any activity that would constitute or result in a breach of Sanctions.

2. At all times during the term of these Product Terms, You shall not contravene any Sanctions and not do, or omit to do, any act that will cause or lead the Operator to contravene any Sanctions. You further undertake that any Works or Services You request shall not cause, or be reasonably expected to cause, the Operator to violate any applicable Sanctions.

3. You shall as soon as reasonably practicably notify the Operator in writing if:

- at any time during the term of these Product Terms, there is any fact or circumstance that would give rise to a breach of warranties given in this Section; or
- it becomes aware of any breach or suspected breach of this Section,

and You shall provide such information about such fact or circumstance or about the breach as the Operator requires to comply with its obligations to any Sanctions Authority or otherwise reasonably requests.

4. The Operator may in its absolute discretion disclose information or documents (including as received or obtained from You) to a Sanctions Authority if:

- it knows or has reasonable cause to suspect that there has been a breach of Sanctions; or
- requested by a Sanctions Authority.

Notifications and disclosures made pursuant to this Section shall not breach the confidentiality obligations and shall not be subject to any restrictions set out in those provisions.

If at any time during the term of these Product Terms You become a Sanctions Target, the Operator may in its absolute discretion and without affecting any other right or remedy available to it terminate these Product Terms and/or suspend or terminate provision of the CoR Service to You with immediate effect by sending a written termination notification.

RESTRICTIONS

By accepting these Product Terms You expressly agree that You are expressly prohibited to, and are prohibited to allow any third party to, perform any of the following actions, and any actions similar in nature or intent thereto, and that performance of any such actions shall constitute a material breach of these Product Terms:

- display, copy, store, modify, adapt, reverse engineer, sell, publish, make available to the public or redistribute the CoR Service or any services or functionality made available to You via the CoR Service;
- allow any third party to access and use the CoR Service using Your login and password;
- use the CoR Service for any illegal purposes;
- impersonate (equal to using any data of a third party in the Personal Profile) or falsely claim affiliation with any person or entity and register as the Subcontractor a group (association) of persons or a legal entity;
- use (link) payment means in Your Personal Profile and/or withdraw remunerations to payment means that do not belong to You and/or are issued in the name of third parties, except in cases where You notify the Operator in advance and provide sufficient information and documents for the verification of such third parties. The Operator reserves the right to request You any documents necessary to verify the holder of payment means linked to Your Personal Profile. You must provide these documents to the Operator within 3 working days from the date of the request;
- order, procure, or arrange services through the CoR Service from any Subcontractor who is the Customer's ultimate beneficial owner, shareholder, director (including General Director/CEO), or any other person or entity affiliated with the Customer, whether directly or indirectly;
- misrepresent, defraud or defame others;
- negatively present the CoR Service and/or the Operator and/or its affiliates;
- transmit malicious software code on or with help of the CoR Service;
- collect information of other users through the CoR Service;
- interrupt the normal operation of or tamper with the CoR Service or any functionality contained in or provided through the CoR Service, or any servers used in providing the CoR Service, or to unreasonably affect others' use of the CoR Service in any way;
- invade privacy of other CoR Service users by means of phishing, identity theft and other means;

- use bots, spiders, offline readers or other automated software systems to access or use the CoR Service;
- use the CoR Service to create, promote, or distribute gambling, adult, hate, violent, defamatory, or other content deemed offensive or inappropriate by the Operator;
- engage in any activity that infringes upon or violates the intellectual property rights, privacy rights, or other legal rights of any third party;
- use the CoR Service to engage in or promote discriminatory practices based on race, gender, religion, nationality, disability, sexual orientation, or any other protected status;
- circumvent, disable, or otherwise interfere with security-related features of the CoR Service, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the CoR Service;
- use the CoR Service in any manner that violates international trade restrictions, sanctions, or embargoes imposed by any jurisdiction where Mellow operates;
- otherwise use the CoR Service for engaging in any activities that are illegal under laws of any jurisdiction or that encourage criminal conduct;
- use the CoR Service for any purposes other than those expressly permitted under these Product Terms.

You explicitly agree to provide, upon the Operator's request, sufficient, accurate, and up-to-date information and documents necessary for the Operator to confirm Your compliance with these Product Terms, including the *"Restrictions"* Section. Breach of this "*Restrictions*" Section shall constitute a material breach of these Product Terms by You and a direct violation of applicable laws and may result in the immediate termination of these Product Terms by the Operator without prior notice.

Unauthorized access and use of the CoR Service, including any use in contravention of these Product Terms and the "*Restrictions*" section of these Product Terms, is prohibited and may result in criminal prosecution and/or civil and/or disciplinary or administrative liability, including court action against You initiated by the Operator or relevant law enforcement authorities.

The Operator reserves the right to suspend access to the CoR Service and terminate these Product Terms without prior notice if ongoing KYC checks indicate a potential violation of the law by You in any country where the CoR Service operates, or if the Operator becomes aware of a potential legal violation by the counterparty from open sources.

The Platform and the CoR Service are intended exclusively for business, professional and commercial use in connection with Your entrepreneurial, trade or professional activities. You may not use the Platform or the CoR Service for personal, household, family or other consumer purposes.

REPORTING VIOLATIONS OF PRODUCT TERMS

You may inform the Operator about violations of these Product Terms by other users of the CoR Service by sending an e-mail to the following address: support@mellow.io.

SUSPENSION/TERMINATION OF COR SERVICE

You may terminate Your access and use of the CoR Service if You no longer wish to use the CoR Service subject to any outstanding obligations under agreements applicable to the CoR Service. Termination or deletion of Your Personal Profile on the Platform is governed by the General Terms.

The Operator reserves the right to investigate any and all suspected violations of these Product Terms and to take any and all necessary or appropriate actions to remedy such violations, as the Operator may determine appropriate. The Operator may suspend, terminate, modify, restrict or delete Your access to the CoR Service at any time at its sole discretion, with or without notice to You, if there is an indication that You have breached these Product Terms. In addition, the Operator shall have the right to suspend, terminate, modify, restrict, or delete Your Personal Profile, if You breach any agreements established between You and the Operator, its subsidiaries and affiliates, or any contractual agreements concluded with Customers or Subcontractors. In particular, should You repeatedly delay performance of agreed Work or Services (exceeding one business day delay, and without proper prior notice at least three business days before the agreed deadline), or be found engaging in activities involving the infringement of intellectual property rights of third parties, the Operator or the relevant subsidiary and affiliate reserves the right to initiate deletion of Your Personal Profile and block any future registration to the CoR Service.

If You are found to be in a material breach of these Product Terms, such as being found violating the "*Restrictions*" section of these Product Terms by using the CoR Service for illegal purposes or infringing Operator's or its licensors' or third parties' intellectual property rights discussed in the "*Intellectual Property Rights*" section of these Product Terms, the Operator reserves the right to both suspend Your Personal Profile for an indeterminable amount of time and notify the relevant government officials in the relevant jurisdiction if Your actions may be classified as illegal and punishable under applicable laws.

If, depending on the applicable tax status of the Subcontractor (including, without limitation, a self-employed or entrepreneurial status, where applicable), or, where identity verification is required for Subcontractors acting as individuals, the Subcontractor fails to complete the identity verification procedure prior to the commencement of the performance of works and/or rendering of services under the Subcontractor Offer Agreement on Performance of Works and Rendering of Services, the Operator shall be entitled to automatically block the Subcontractor's Personal Profile without prior notice upon the Subcontractor reaching the maximum total remuneration threshold payable to the designated payment method within a calendar year, as established by the Operator.

As a result of such blocking, the Subcontractor shall be unable to receive new tasks, perform previously accepted tasks, or use monetary funds under the Subcontractor Offer Agreement on Performance of Works and Rendering of Services until the Subcontractor duly indicates the applicable tax status in the Personal Profile and/or completes the required identity verification in accordance with these Product Terms, or until the beginning of the next calendar year, whichever occurs earlier.

The Operator reserves the right to suspend, terminate, modify, restrict or delete Your access to the CoR Service at any time at its sole discretion, with or without notice to You, if any message to your e-mail address connected to Your Personal Profile is returned as undelivered.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ACCESS AND USE THE COR SERVICE AT YOUR SOLE DISCRETION AND YOUR SOLE RISK. THE COR SERVICE, AND ANY PORTION OR SECTION OF THE COR SERVICE, INCLUDING BUT NOT LIMITED TO ANY INTERACTIVE SERVICES AND FUNCTIONALITY AVAILABLE TO YOU THROUGH THE COR SERVICE ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE OPERATOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE COR SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED UNDER ANY APPLICABLE LAWS, NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF

CONTENT AVAILABLE ON OR THROUGH THE COR SERVICE OR THE CONTENT OF ANY OTHER INTERNET OR MOBILE RESOURCES RELATING TO THE COR SERVICE OR LINKS TO WHICH ARE CONTAINED IN THE SERVICE. THE OPERATOR RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO CHANGE, MODIFY, ADD, REMOVE OR DISABLE ACCESS TO ANY PORTION OF THE COR SERVICE AT ANY MOMENT OF TIME.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER ANY AND ALL APPLICABLE LAWS, IN NO EVENT WILL THE OPERATOR, ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR ANY OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, DAMAGES FOR LOSS OF GOODWILL, DATA OR ANY OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE THE COR SERVICE OR ANY PART OR PORTION THEREOF, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES, COSTS, OR HARM ARISING FROM YOUR ACCESS AND/OR USE OF, OR INABILITY TO ACCESS AND/OR USE, THE COR SERVICE.

INDEMNITY

You agree to defend, indemnify and hold the Operator, its subsidiaries, affiliates, licensors, content providers, service providers, employees, officers, directors, agents, representatives, licensees, authorized designees, successors, assigns and contractors harmless from and against, and reimburse to the Operator or any such party in full any costs or expenses arising or resulting from, any and all third party claims and all liabilities, assessments, actions, causes of action (regardless of the form), losses, damages, awards, judgments, fines, costs, expenses, and attorneys' fees resulting from or arising out of:

- any breach by You of these Product Terms;
- Your infringement or violation of any intellectual property, other rights or privacy of a third party, including but not limited to other users of the CoR Service; and
- misuse of the CoR Service by a third party where such misuse was made possible due to Your failure to take reasonable measures to protect Your username and password against misuse.

The Operator reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with the Operator in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of Your use of the CoR Service.

WAIVER

BY USING THE COR SERVICE AND ACCEPTING THE TERMS AND CONDITIONS OF THESE PRODUCT TERMS, TO THE MAXIMUM EXTENT AVAILABLE UNDER ANY APPLICABLE LAW YOU HEREBY WAIVE AND AGREE TO RELEASE AND HOLD HARMLESS THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS AND ANY OTHER APPROPRIATE PARTY FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS AND ANY OTHER APPROPRIATE PARTY DURING OR AS A RESULT OF INVESTIGATIONS WITH RESPECT TO YOUR ACCESS AND USE OF THE COR SERVICE OR ANY PART OR PORTION THEREOF, AND FROM ANY AND ALL ACTIONS TAKEN AS A RESULT OF SUCH INVESTIGATIONS BY THE OPERATOR, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, WEBSITE PROVIDERS, CONTENT PROVIDERS,

EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS, AND ANY OTHER APPROPRIATE PARTY, INCLUDING BUT NOT LIMITED TO ANY LAW ENFORCEMENT AUTHORITIES.

JURISDICTIONS

The CoR Service, its functionality and its contents are intended to comply with applicable laws and regulations of the Republic of Cyprus. Other countries may have laws, regulatory requirements and business practices that differ from those established in the Republic of Cyprus. The CoR Service may link to other websites produced and/or operated by the Operator's operating divisions and subsidiaries, some of which are located or hosted or intended to be accessed and used outside the Republic of Cyprus. Such websites may have information that is appropriate only to that particular originating country. The Operator reserves the right to limit access to and the ability to use the CoR Service to any person, geographic region or jurisdiction. Any offer for any product or service made on this CoR Service is void where prohibited.

APPLICABLE LAW AND DISPUTE RESOLUTION

These Product Terms are governed by and shall be construed in accordance with the laws of the Republic of Cyprus without regard to its conflict of law provisions.

You and the Operator shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of performance of Yours and Operator's obligations under these Product Terms by negotiations.

If any dispute arises out of or in connection with these Product Terms, representatives of the affected/involved parties with authorities to settle the dispute will, within 14 (Fourteen) business days of a written request from one party to the other party, meet in a good faith effort to resolve the dispute.

If You and the Operator fail to reach an agreement in the course of negotiations, the following shall apply:

- If a Customer Agreement on Performance of Works and Rendering of Services or a Subcontractor Agreement on Performance of Works and Rendering of Services has been entered into, the dispute shall be resolved in accordance with the dispute resolution provisions of such agreement.
- If no such agreement has been entered into, any dispute, controversy or claim arising out of or relating to these Product Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be the Dubai International Arbitration Centre (DIAC). The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English.

SEVERABILITY

If any part of these Product Terms is determined by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Product Terms and shall not affect the validity and enforceability of any remaining provisions of these Product Terms.

CHANGES TO PRODUCT TERMS

To the fullest extent permitted under applicable law, the Operator reserves the right to modify, update, supplement, revise or otherwise change these Product Terms in order to comply with applicable new legislation and/or regulations and/or to improve the CoR Service, and to impose new or additional rules, policies, terms or conditions in relation to the CoR Service, from time to time with or without notice to You. The Operator may notify You of the amendments to these Product Terms by sending an email message to the email address listed in Your Personal Profile or by posting the notice on the CoR Service or posting the notice in Your Personal Profile with the CoR Service. All amendments to these Product Terms will be effective immediately and incorporated into the Product Terms upon sending or posting of such notice. You are solely

responsible for regularly reviewing these Product Terms. Your use of the CoR Service or any part or functionality thereof after any changes to these Product Terms are posted on the CoR Service or otherwise made available for review will be considered acceptance of those changes and will constitute Your agreement to be bound thereby. If You object to any such changes, Your sole recourse will be to terminate the relevant agreement with the Operator with subsequent purging of Your Personal Profile and stop using the CoR Service.

NO RIGHT OF FUTURE ACCESS

THESE PRODUCT TERMS DO NOT GRANT YOU ANY RIGHTS WITH RESPECT TO YOUR FUTURE ACCESS TO THE COR SERVICE. THUS, THE OPERATOR MAY, IN ITS SOLE DISCRETION AND AT ANY TIME, DISCONTINUE THE COR SERVICE OR ANY PARTS THEREOF OR LIMIT OR RESTRICT ANY USER, INCLUDING YOU, ACCESS THERETO, FOR ANY REASON, WITH OR WITHOUT NOTICE. YOU UNDERSTAND AND AGREE THAT THE OPERATOR MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT NEITHER THE OPERATOR NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY TERMINATION OF YOUR OR ANYONE ELSE'S ACCESS TO THE SERVICE OR PARTS THEREOF AND/OR TERMINATION OF YOUR PERSONAL PROFILE AND/OR REMOVAL OR PURGING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU OR ANYONE ELSE MAY HAVE PROVIDED ON OR BY MEANS OF THE SERVICE.

CHANGE OF OWNERSHIP

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the CoR Service, of any and all information about You, including Your registration details, history of Your use of the CoR Service and personal data (if applicable), contained in the applicable database used by the CoR Service, to the extent the Operator assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of the Operator's assets, or in connection with a merger, acquisition or sale of all or some assets related to the CoR Service, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, Your continued use of the CoR Service signifies Your agreement to be bound by the Product Terms and privacy statement of the CoR Service's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of Your use of the CoR Service.

MISCELLANEOUS

The terms and conditions set forth in these Product Terms are fundamental elements of the basis of the agreement between the Operator and You with respect to Your use of the CoR Service, and You expressly acknowledge and agree that the Operator would not be able to provide the CoR Service and its functionality to You without the limitations and restrictions set forth herein.

The Operator will not be liable or responsible for any failure to fulfill any of its obligations under these Product Terms which failure is due to any cause or condition beyond the reasonable control of the Operator, which cause or condition may include, but in no event shall be limited to, force majeure circumstances.

The provisions of these Product Terms that are intended to or by their nature should survive termination of Your use of the CoR Service shall remain valid and shall be legally effective after any such termination.

You expressly agree that for the purposes of these Product Terms You are not considered, and shall not represent Yourself as, an agent, employee, joint venturer, or partner of the Operator, and that Your use of the CoR Service does not vest in the Operator or You the rights or obligations of the discussed parties.

You may not assign these Product Terms in whole or in part to any third party, and any attempted assignment in violation of this provision shall be null and void. The Operator may assign these Product Terms or any of its rights and obligations under these Product Terms without Your consent at any time.

You must individually supply all necessary facilities, utilities and equipment necessary to access and use the CoR Service, including but not limited to appropriate computer and/or mobile equipment and Internet connections, at Your sole risk and expense.

These Product Terms constitute the entire agreement between You and the Operator relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions expressly contained on or made available via the CoR Service at any moment will govern the items, functionality, services or Your relationship with the Operator to which they pertain.

CONTACTS

If You have any comments or questions concerning Your access and/or use of the CoR Service or in relation to these Product Terms, please contact respective Operator using the following contact details:

TMS SolarWeb Limited: 254 Arch. Leontiou A', Maximos Court A', 5th floor, Office no. 51, 3020, Limassol, Cyprus

For general questions: support@mellow.io

Tech support: support@mellow.io