Terms of use

Last revised: June 30, 2025

General provisions

These Terms of Use establish the principles and conditions of Your use of the "**Project Radar**" interactive online service, including its AI solution, which is provided and operated by the Operator.

For the purposes of these Terms of Use the term "**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 Cyprus, Limassol 3030, Theklas Lysioti 17, PISSAS BUILDING, 5&6th floor, and its subsidiaries and affiliates.

These Terms of Use constitute a legally binding agreement between the Internet user (notwithstanding whether the user is a natural person or an authorized representative or employee of a legal entity) accessing and using Project Radar and accepting these Terms of Use and all associated documents, including, but not limited to the Privacy Policy included by reference herein ("**You**") by checking the designated box in the Project Radar's user interface and the Operator with respect to Your access to and use of Project Radar, and its provisions may be enforced against You under applicable law. Please read and review these Terms of Use before commence using Project Radar. By accessing or using Project Radar and checking the designated box in the Project Radar's user interface You acknowledge that You have read, understand, and agree to be legally bound by all the provisions of these Terms of Use without any limitations whatsoever. These Terms of Use are subject to change; please review these Terms of Use each time You access and/or use Project Radar. You acknowledge and agree that by accepting Project Radar's Terms of Use and further using Project Radar, You shall be deemed as having accepted the most recent version of these Terms of Use. If You do not agree to follow the terms of and/or be bound by these Terms of Use, You may not access or use Project Radar in any way.

For the purposes of these Terms of Use, the term "Project Radar" may include but is not limited to Project Radar itself, underlying software programs, software algorithms, databases and hardware, the AI solution, websites, pages or content Project Radar operates, functionality or applications (mobile apps) of Project Radar, all content available on or by means of Project Radar, all Project Radar design elements and all the interactive services and functionality provided on or through Project Radar, and any and all other elements and parts of Project Radar without any limitation. You will be deemed using Project Radar anytime You access (via computer, mobile device or other technology) or otherwise interact or communicate with or connect to, Project Radar or any parts or sections thereof or interact or communicate with other users of Project Radar by means and with help of Project Radar.

These Terms of Use apply to only and exclusively to Project Radar, apply only to Your rights and responsibilities in connection with Your use of Project Radar and do not apply to Your use of, or rights and responsibilities regarding, any other websites including but not limited to any other websites that may be operated or offered by the Operator or other third parties.

Your access to and/or use of Project Radar and/or any part, feature, or functionality thereof at any moment signifies Your agreement to be bound by the most recent version of these Terms of Use.

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

- You must use Project Radar in accordance with its designated purpose only;
- Your access and use of Project Radar must be performed by You in full compliance with these Terms of Use, other applicable documents related to Project Radar 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 Terms of Use.
- Information about whether the email was answered.

By accepting these Terms of Use 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 Project Radar 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

You must not use Project Radar if You: (1) do not have the sufficient legal capacity to use Project Radar in accordance with the national laws of Your country of citizenship and/or permanent residence; and (2) have not obtained all the necessary permissions and consents to perform work and/or provide services in the country of which You are a citizen and/or in which You permanently reside and/or from which You access and/or plan to use Project Radar.

If You intend to use Project Radar as an individual entrepreneur or self-employed and applicable laws require, so You must be duly authorized or register to act in such a form to use Project Radar and use its functionality.

Registration and acceptance procedure

Depending on Your intended use of Project Radar You may be asked to provide certain registration details and personal data for identity verification in order to access Project Radar and use Project Radar.

For the purposes of these Terms of Use, the term "**Personal Profile**" means the personalized module of Project Radar, closed for public access. Personal Profile is accessed by entering authentication details on Project Radar login page: login (username) and password (access code). When You register as a user of Project Radar and accept these Terms of Use, You are required to create a login/email and a password for logging into Your Personal Profile on Project Radar. You are personally and solely responsible for any use of Project Radar with Your login/Email and password. You agree to take due care in protecting Your login/Email and password against misuse by third parties and promptly notify the Operator about any misuse via the following e-mail: support@mellow.io

By agreeing to these Terms of Use, when You register as a user of Project Radar or at any time in the future after Your registration, You accept that KYC compliance procedure in relation to a user of Project Radar, including the user's identity verification, may be required in certain cases and in this regard You authorize the Operator to request necessary information and 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 to conduct necessary investigations directly or through third party service providers to (i) protect the Operator and Project Radar's business partners from any illegal activities to which Project Radar may be exposed, (ii) in case there is a suspicion of money laundering, terrorist financing, fraud, other illegal activities conducted through Project Radar, (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 Terms of Use, 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 and professional experience) 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 Project Radar'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 Project Radar could damage Project Radar's reputation, the Operator has the right to refuse, suspend or terminate Your access to Project Radar or any of its resources and to suspend or terminate Your Personal Profile at any time.

You expressly agree that all the information You provide upon registration with Project Radar 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.

Providing misleading or false information about Your identity is forbidden and constitutes a material breach of these Terms of Use. 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 Project Radar or any of its resources and to suspend or terminate Your Personal Profile at any time.

Privacy and personal data

The information required to be provided in connection with Your use of Project Radar 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 Privacy Policy. Please check back from time to time the page with Privacy Policy to ensure You agree with any changes to it.

Payment and subscription services

The Operator may offer paid subscription-based access to certain services. A 7-day free trial is automatically activated upon initial sign-up through a payment provider. After the trial ends, the subscription will auto-renew unless cancelled before the end of the trial period. The details of paid services, including pricing, billing periods, and renewal terms, are available on the website.

By subscribing, You agree to pay the specified fees for the service You select and You authorize us to charge applicable fees, and You understand that all charges are non-refundable, once the service has been paid, except as required by law or otherwise stated in these Terms of Use. Fees are subject to change, and the Operator reserves the right to modify fees at any time. However, refunds may be issued under specific conditions, as outlined below: Technical Issues: If technical difficulties prevent You from accessing the paid service or using its features as promised, and the Operator is unable to resolve these issues within a reasonable time, a refund may be granted. Service Disruption: If the service was not provided as agreed due to errors on our part, a refund may be considered. Refunds will only be issued upon proper notification to the support team, and each case will be reviewed individually. You must report any issues within 3 days of occurrence to be eligible for a refund. Please contact our support team at support@mellow.io.

Consent to monitor

The Operator reserves the right, but is under no obligation, to monitor Your Personal Profile and Your activities on Project Radar related to Your Personal Profile for the purposes of confirming that You use Project Radar in full accordance with these Terms of Use and applicable law. You hereby grant the Operator Your express permission and consent to monitor Your Personal Profile and all activities performed under

Your Personal Profile for purposes of confirming legal use of Project Radar and identifying instances of restricted use and potential violations of these Terms of Use and applicable law.

Restrictions

By accepting these Terms of Use 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 Terms of Use:

- Display, copy, store, modify, adapt, reverse engineer, sell, publish, make available to the public or redistribute Project Radar or any services or functionality made available to You via Project Radar;
- Allow any third party to access and use Project Radar using Your login and password;
- Use Project Radar for any illegal purposes;
- Impersonate or falsely claim affiliation with any person or entity;
- Misrepresent, defraud or defame others;
- Negatively present Project Radar and/or the Operator and/or its affiliates;
- Transmit malicious software code on or with help of Project Radar;
- Collect information of other users through Project Radar;
- Interrupt the normal operation of or tamper with Project Radar or any functionality contained in or provided through Project Radar, or any servers used in providing Project Radar, or to unreasonably affect others' use of Project Radar in any way;
- Invade privacy of other Project Radar users by means of phishing, identity theft and other means;
- Use bots, spiders, offline readers or other automated software systems to access or use Project Radar;
- use Project Radar 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 Project Radar 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 Service, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of Project Radar;
- use Project Radar in any manner that violates international trade restrictions, sanctions, or embargoes imposed by any jurisdiction where the Operator operates;
- Otherwise, use Project Radar for engaging in any activities that are illegal under laws of any jurisdiction or that encourage criminal conduct;
- Use Project Radar for any purposes other than those expressly permitted under these Terms of Use.

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 Terms of Use, including the "Restrictions" Section. Breach of this "Restrictions" Section shall constitute a material

breach of these Terms of Use by You and a direct violation of applicable laws and may result in the immediate termination of these Terms of Use by the Operator without prior notice.

Unauthorized access and use of Project Radar, including any use in contravention of these Terms of Use and the "Restrictions" section of these Terms of Use, 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 Project Radar and terminate these Terms of Use without prior notice if ongoing KYC checks indicate a potential violation of the law by You in any country where Project Radar operates, or if the Operator becomes aware of a potential legal violation by the counterparty from open sources.

Reporting violations of terms of use

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

Suspension / termination of the Personal Profile

You may terminate Your access and use of Project Radar if You no longer wish to use Project Radar by permanently deleting Your Personal Profile.

The Operator reserves the right to investigate any and all suspected violations of these Terms of Use 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 Project Radar at any time at its sole discretion, with or without notice to You, if there is an indication that You have breached these Terms of Use.

If You are found to be in a material breach of these Terms of Use, such as being found violating the "*Restrictions*" section of these Terms of Use by using Project Radar 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 Terms of Use, 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.

Access, uptime and availability

Project Radar may not be available in some countries and may be provided only in selected languages. Project Radar may be network dependent. The Operator reserves the right, in its sole discretion, to change, improve and correct Project Radar. Project Radar may not be available during maintenance breaks and other times. The Operator may decide to discontinue Project Radar or any part thereof in its sole discretion and at any given moment. The Operator does not represent or warrant that Project Radar, or any part or functionality thereof, is appropriate or available for use in any particular jurisdiction, and does not represent or warrant that Your access to Project Radar will be error-free, virus-free, uninterrupted, and that the servers on which Project Radar is deployed will be up permanently.

Intellectual property rights

All rights, title and interests, including but not limited to the exclusive copyrights and other intellectual property rights in and to Project Radar and all parts, elements and sections thereof including without limitation any and all computer code, technology, website engine, themes, objects, logos, artwork, menu items, user interface, embedded services, functionality, design of Project Radar, message exchange system, text, illustrations, photographs, graphics, audio files, video files, audiovisual files, and other materials and content available on or through Project Radar are owned by the Operator and/or its licensors/or third parties, constitute intellectual property of said parties, and the Operator and its licensors and such third parties retain all right, title, and interest in and to these intellectual property items. All

contents of Project Radar, including the selection, arrangement, and look and feel, are protected by various national copyright, trademark and trade secret laws and by international treaties and conventions. No right, title, license or other interest in any of the contents or any patent, trademark, copyright or other intellectual property rights are transferred, assigned, licensed or otherwise conveyed to You by Your access to and use of Project Radar, and the Operator, or the party that provided the relevant intellectual property, at all times retains all right, title, and interest in any such intellectual property that You may be accessing or using on Project Radar.

By accepting these Terms of Use 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 Terms of Use:

- Copy, replicate, distribute, modify, remake, republish, download, post, display, perform, add to, abridge, compile, adapt, translate, derive source code from, disassemble, decompile, reverse-engineer, or create derivative works based on Project Radar or any part or portion thereof, update, broadcast, make available to the public, or otherwise transmit, disseminate or use in any similar way or manner whatsoever Project Radar, any of its functionality, or any of Project Radar's contents;
- Sell, license, grant on a royalty-free basis or transfer access to Project Radar or Your Personal Profile within Project Radar;
- Develop, distribute or host any service or website that is based on, or is confusingly similar to, Project Radar;
- Remove, obscure or alter any copyright, trademark, or other proprietary notice appearing in any part of Project Radar's contents;
- Perform any other actions that may infringe or put under threat of infringement intellectual property rights of the Operator, its licensors or third parties with respect to Project Radar.

All the product or service or interactive service names, trade names, slogans, logos, and other trademarks and service marks and designations appearing on Project Radar are the property of the Operator, its licensors, affiliates, or third parties. The Operator, its licensors and third parties retain any and all rights in these designations. The use or misuse of these designations or any other similar materials is prohibited and may be in violation of applicable law.

You understand and agree that You have no legal interest, monetary or otherwise, in any feature, functionality or content contained on Project Radar.

You hereby expressly agree that the Operator, its licensors and relevant third parties are entitled to enforce their intellectual property rights with respect of Project Radar to the fullest extent of any applicable law in case of any violation of their intellectual property rights by You.

Disclaimer and warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ACCESS AND USE PROJECT RADAR AT YOUR SOLE DISCRETION AND YOUR SOLE RISK. PROJECT RADAR, AND ANY PORTION OR SECTION OF PROJECT RADAR, INCLUDING BUT NOT LIMITED TO ANY INTERACTIVE SERVICES AND FUNCTIONALITY AVAILABLE TO YOU THROUGH PROJECT RADAR 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 PROJECT RADAR, 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 PROJECT RADAR OR THE CONTENT OF ANY OTHER INTERNET OR MOBILE RESOURCES RELATING TO PROJECT RADAR 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 PROJECT RADAR AT ANY MOMENT OF TIME.

PROJECT RADAR UTILIZES ARTIFICIAL INTELLIGENCE (AI) TO ANALYZE THE DATA PROVIDED AND TO ASSIST USERS IN IDENTIFYING FREELANCE PROJECTS THAT MAY MATCH THEIR PREFERENCES. THE RESULTING CALCULATIONS AND RECOMMENDATIONS ARE BASED ON THE AUTOMATED ANALYSIS OF THE INPUT DATA AND ANALYZING PUBLICLY AVAILABLE PROJECT LISTINGS. PLEASE BE AWARE THAT AI ALGORITHMS CAN MAKE MISTAKES, AND THE OUTPUTS MAY NOT ALWAYS BE ENTIRELY ACCURATE. YOU SHOULD TREAT THESE RESULTS AS INDICATIVE ONLY AND PERFORM YOUR OWN EVALUATIONS WHEN DETERMINING A PROJECT'S SUITABILITY.

Limitation of liablility

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 PROJECT RADAR 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, PROJECT RADAR.

THE RESULTS PRODUCED BY PROJECT RADAR ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THEY DO NOT CONSTITUTE CAREER ADVICE, JOB PLACEMENT SERVICES, OR GUARANTEES OF ACCURACY, COMPLETENESS, OR AVAILABILITY. YOU MAKE BUSINESS DECISIONS ON YOUR OWN AND ARE SOLELY RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM RELIANCE ON THESE ESTIMATES. BY USING PROJECT RADAR, YOU ACKNOWLEDGE THAT THE OPERATOR IS NOT LIABLE FOR ANY DISCREPANCIES, ERRORS OR INACCURACIES ARISING FROM THE RECOMMENDATIONS, FINANCIAL LOSSES, BUSINESS DECISIONS, OR REGULATORY ISSUES ARISING FROM RELIANCE ON THESE ESTIMATES.

I**ndemnity**

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 Terms of Use;
- Your infringement or violation of any intellectual property, other rights or privacy of a third party, including but not limited to other users of Project Radar;
- Misuse of Project Radar 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 Project Radar.

Waiver

BY USING PROJECT RADAR AND ACCEPTING THE TERMS AND CONDITIONS OF THESE TERMS OF USE, 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 PROJECT RADAR 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

Project Radar, 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. Project Radar may link to other websites produced and/or operated by the Operator' 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 Project Radar to any person, geographic region or jurisdiction. Any offer for any product or service made on Project Radar is void where prohibited.

Applicable law

These Terms of Use 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.

Dispute resolution

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 Terms of Use by negotiations.

In case of a dispute with the Operator, You are advised to directly get in touch with the Operator. The Operator will make an effort to resolve the issue internally as quickly as possible. You agree to engage in honest negotiations to settle the dispute (these negotiations will be kept confidential and comply with relevant regulations that safeguard settlement discussions).

To the maximum extent allowed under any applicable laws, regarding any disagreement connected to Project Radar and/or these Terms of Use, You are expressly waiving two specific rights: (i) the right to have a trial by jury; and (ii) the right to join with other individuals as a group of claimants in any legal proceeding, including but not limited to class action lawsuits involving such disagreement.

If You and the Operator fail to reach an agreement in the course of negotiations, all unsettled disputes, controversies or claims arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be referred to the Dubai International Arbitration Center (DIAC) and finally resolved by arbitration under the DIAC Arbitration Rules in force on the date of the submission of the request for arbitration ("**Rules**"), which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one. The seat of arbitration shall be Dubai, UAE. The language to be used in the arbitration shall be English.

The failure of the Operator to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. To the maximum extent allowed under any applicable laws You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of Project Radar or these Terms of Use must be filed within 1 (One) year after any such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of Your use of Project Radar.

No waiver of any default, condition or breach of these Terms of Use shall constitute a waiver of any other default, condition or breach of these Terms of Use, whether of a similar nature or otherwise.

Injunctive relief

You expressly acknowledge and agree that the Operator may suffer irreparable damage if You breach any of the provisions of these Terms of Use. Therefore, notwithstanding provisions of the "Dispute Resolution" section of these Terms of Use, in any case of Your violation of these Terms of Use the Operator shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate in any jurisdiction.

Severability

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

Changes to the Terms of Use

To the fullest extent permitted under applicable law, the Operator reserves the right to modify, update, supplement, revise or otherwise change these Terms of Use in order to comply with applicable new legislation and/or regulations and/or to improve Project Radar, and to impose new or additional rules, policies, terms or conditions in relation to Project Radar, from time to time with or without notice to You. The Operator may notify You of the amendments to these Terms of Use by sending an email message to the email address listed in Your Personal Profile, or by posting the notice on Project Radar or posting the notice in Your Personal Profile with Project Radar. All amendments to these Terms of Use will be effective immediately and incorporated into the Terms of Use. You are solely responsible for regularly reviewing these Terms of Use. Your use of Project Radar or any part or functionality thereof after any changes to these Terms of Use are posted on Project Radar 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 Project Radar.

No rights of future access

THESE TERMS OF USE DO NOT GRANT YOU ANY RIGHTS WITH RESPECT TO YOUR FUTURE ACCESS TO PROJECT RADAR. THUS, THE OPERATOR MAY, IN ITS SOLE DISCRETION AND AT ANY TIME, DISCONTINUE PROJECTRADAR 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 Project Radar, of any and all information about You, including Your registration details, history of Your use of Project Radar and personal data (if applicable), contained in the applicable database used by Project Radar, 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 Project Radar, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, Your continued use of Project Radar signifies Your agreement to be bound by the terms of use and privacy statement of Project Radar's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of Your use of Project Radar.

Miscellaneous

The terms and conditions set forth in these Terms of Use are fundamental elements of the basis of the agreement between the Operator and You with respect to Your use of Project Radar, and You expressly acknowledge and agree that the Operator would not be able to provide Project Radar 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 Terms of Use 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 Terms of Use that are intended to or by their nature should survive termination of Your use of Project Radar, shall remain valid and shall be legally effective after any such termination.

You expressly agree that for the purposes of these Terms of Use 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 Project Radar does not vest in the Operator or You the rights or obligations of the discussed parties.

You may not assign these Terms of Use 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 Terms of Use or any of its rights and obligations under these Terms of Use without Your consent at any time.

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

These Terms of Use 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 Project Radar 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 Project Radar or in relation to these Terms of Use, please contact the Operator using the following contact details:

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For questions and tech support: support@mellow.io