

# LICENSE AGREEMENT

Panama City, 2024

## 1. TERMS

The Parties use these terms in the following meaning:

- **Legislation** - The current legislation of the Republic of Panama. The **Verovids** sales platform (hereinafter referred to as the Platform) - a service available on the Licensor's website that allows the Licensee to create service and product offers, accept, process and fulfill orders, create mailing lists and marketing campaigns, and accept payments from their clients in the field of sports and fitness. Description of the Platform properties is available to the Licensee on the Licensor's Site at <https://www.verovids.com/> The service includes an interface, software and other elements necessary for proper functioning. All rights to the Platform (and its elements) belong to the Licensor in full. None of the provisions of this Agreement can be interpreted as a transfer of exclusive rights to the Platform (its individual elements) to the Licensee.
- **Licensor** - VERO Corporation which is a party to this Agreement, providing the Licensee with access to the Information service.
- **Licensee** - a party to this Agreement that has accepted the Agreement.
- The **Licensee's personal account (Personal account)** - a closed part of the Platform, which is a set of protected pages on the Platforms created during the Licensee's Registration, through which the Platform is used, and the Parties interact. Access to the Personal Account is provided by the Licensee by entering the Login and Password.
- The **Licensee's personal checking account on the Site (Personal checking account)** – a system for accounting for funds on the Site for settlement transactions of the Parties, available in the Personal Account.
- **Login and Password** - a unique set of symbols created by the Licensee when completing the Registration, intended for accessing the Personal Account.
- **Non-exclusive license** - a non-exclusive, compensated right to use the Service, in the manner and by the means specified in this Agreement.
- **Platform Affiliate Program** - a cooperation program between the Licensor and the Licensee, for the latter to advertise the services and products of the Licensor for a fee.
- **Affiliate Program of the Licensee** - a program of cooperation between the Licensee and the Partners of the Licensee for the latter to advertise the services and products of the Licensee for fee.
- **Partners of the Licensee** - natural (legal) persons, individual entrepreneurs who register on the Site to interact with the Licensee or are already registered on the Site.
- **Licensee's User** (third party) - an individual who interacts with the Licensee through the Licensee's personal account.
- **Registration form** - an electronic form located on the Site, which the Licensee must fill out in order to register on the Site.
- **Registration** - filling out the Registration form by the Licensee located on the Site by specifying the necessary information and choosing a Login and Password.
- **The Licensor's Site (Site)** - a site located on the Internet at <https://www.verovids.com/>
- **Agreement** - this Agreement, including all annexes and rules specified in this Agreement or directly named as annexes to this Agreement.
- **Licensee's Tariff (Tariff)** - the rate of payment for using the platform of the Licensor, located on the Internet at <https://www.verovids.com/> The Platform functionality available to the Licensee is specified in the Tariff description.

## 2. SUBJECT OF THE AGREEMENT. GENERAL REQUIREMENTS

2.1. The subject of this Agreement is the transfer by the Licensor of a Non-exclusive license

to use the Platform to the Licensee.

2.2. All the conditions specified below apply to the Platform as a whole as well as to all its components separately.

2.3. The territory of the transferred rights is all countries of the world.

2.4. Amendments. The Licensor has the right at any time to amend this Agreement and all its annexes (in whole or in part) unilaterally, without prior agreement with the Licensee. All amendments take effect on the next calendar day after posting on the Site.

2.4.1. The Licensee undertakes to independently monitor changes to this Agreement and its annexes by periodically reviewing the current version at least once a month. The Licensee is solely responsible for any consequences arising from failure to become familiar with this Agreement (annexes to the Agreement).

2.4.2. If the Licensee does not agree with any provision of the Agreement and (or) its annexes, they must immediately stop using the Site and the Platform.

2.5. This Agreement consists of:

2.5.1. "License Agreement" - always available at <https://www.verovids.com/>.

2.5.2. "Tariff" - always available in the public domain on the Site at <https://www.verovids.com/>

2.6. The Licensee has the right to connect an additional legal (natural) person or individual entrepreneur to the Information Service. To do this, the specified legal (natural) person or individual entrepreneur must enter his

payment details in the Personal Account and agree to the terms of this Agreement.

2.6.1. The Personal Account will contain data on all connected persons. The Licensee does not have the right to transfer to third parties the rights to use the Platform (on a reimbursable or gratuitous basis), including the right to transfer the Login and password to third parties, except as expressly provided for in this agreement.

### **3. REGISTRATION**

3.1. To use the full functionality of the Platform, the Licensee must complete the Registration procedure. Registration is carried out by filling in the registration form by the Licensee.

3.2. During Registration, the Licensee indicates the following data:

- Surname, name, patronymic (name of a legal entity or individual entrepreneur);
- Contact information, including email address, contact phone number;
- Login and password.

3.3. Registration is considered complete at the moment of filling in the Registration Form and sending it to the Licensor. After sending the Registration Form, the Licensee receives a letter to the e-mail confirming the completion of the Registration.

3.4. The Licensee guarantees that the data provided during Registration is current and reliable and does not relate to third parties.

3.5. If during Registration the Licensee acts on behalf of a legal entity (individual entrepreneur), they guarantee that they have the appropriate authority to accept this Agreement.

### **4. THE PROCEDURE AND METHODS OF USING THE SERVICE.**

#### **THE PROCEDURE FOR PROVIDING ACCESS TO THE SERVICE. LIMITATIONS**

4.1. Under the Non-Exclusive License, the Licensee has the right to use the Platform in the following ways:

4.1.1. Gaining access to the Platform through the Licensor's Site (without downloading the distribution kit to the Licensee's device).

4.1.2. Use of the Platform for its intended purpose for the Licensee's own needs, including when doing business.

4.2. When using the Platform, the Licensee is prohibited from:

4.2.1. Modifying the software included in the Platform, including changing, decompiling, disassembling, decrypting and performing other actions with the object code of the software.

4.2.2. Using the Platform in a manner not expressly provided for in this Agreement.

- 4.2.3. Distributing, copying or otherwise making public the software included in the Platform.
  - 4.2.4. Trying to bypass technical restrictions in the software included in the Platform.
  - 4.2.5. Using the Platform or parts of it outside the term of this Agreement.
  - 4.2.6. Sending mailing through the Platform without obtaining the prior consent of the mailing recipients.
  - 4.2.7. Sending mailing without obtaining the prior consent of the recipients of the mailing list, which contains a link to the site where any element of the Platform is used.
  - 4.2.8. Sending letters containing deliberately false information in the composition and / or heading of the letter.
- 4.3. Access to the Platform is carried out around the clock (except when technical work is being carried out). The Licensor is not responsible if access to the Platform is limited due to the lack of access of the Licensee to the Internet.
- 4.4. When using the Platform, the Licensee gets access to all reference materials posted on the Platform, and also has the opportunity to receive technical support from the Licensor on issues arising in the during the use of the Platform.
- 4.5. The Licensee does not have the right to transfer to third parties the right to use the Platform (on a reimbursable or gratuitous basis), including the right to transfer the Login and password to third parties.
- 4.6. Access to the paid functionality of the Platform is provided to the Licensee within 5 (five) business days from the date of payment of the corresponding Tariff. Access is provided by providing full functionality in the Personal Account.
- 4.7. The rights to the Platform, under the Non-Exclusive License, are considered transferred to the Licensee at the time of granting access in accordance with clause 4.6. of this agreement.
- 4.8. Using the Platform, it is prohibited to use (post) materials containing:
- 4.8.1. Obscene or abusive words or phrases, pornographic images and texts or scenes of a sexual nature involving minors.
  - 4.8.2. Threats, calls for violence and unlawful acts, violation of the law.
  - 4.8.3. Elements of violence, cruelty, racial, ethnic or religious hatred, as well as links to such materials.
  - 4.8.4. Nazi paraphernalia or symbols.
  - 4.8.5. Propaganda of criminal activity, guidelines for committing illegal actions.
  - 4.8.6. Material containing threats that discredit, offend, denigrate honor and dignity or business reputation, or violate the privacy of other Users or third parties.
  - 4.8.7. Materials that violate the current legislation.
- 4.9. The Licensee guarantees that through the Platform they post (use) materials (information), the exclusive rights to which belong to the Licensee.
- 4.10. In the case of sales (payments) using the Platform, the Licensee's balance is reflected in the Personal Account. If there are not enough funds on the Licensee's Personal Checking Account to pay the license fee, the balance is displayed as a negative value. If the Licensee does not pay the license fee within 7 (seven) calendar days from the start of sales through the Platform, the Licensor has the right to block the Licensee's account. The Licensor is not responsible for losses (damage) caused to the Licensee by blocking the account.
- The Licensee's account is unlocked upon receipt of funds to the Licensee's Personal checking account.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **5.1. The Licensor is obliged:**

- 5.1.1. to provide the Licensee with access to the Platform.
- 5.1.2. to eliminate, within a reasonable time, failures in the operation of the Platform caused by the Licensor.

### **5.2. The Licensee is obliged:**

5.2.1. to use the Platform within the limits provided for in clause 4 of this Agreement.

5.2.2. to pay the license fee to the Licensor in accordance with the Tariff.

5.2.3. not to transfer the Login and password to third parties and ensure the confidentiality of the Login and password. In case of loss of the Login and password and (or) violation of the confidentiality of the Login and password, immediately notify the Licensor about this.

5.3. The Licensor has the right:

5.3.1. To unilaterally terminate the Agreement and (or) block the Licensee's access to the Platform in cases of violation by the Licensee of the Legislation and (or) the terms of the Agreement (its annexes). The Licensor is not responsible for losses (damage) incurred by the Licensee in connection with the termination of the Agreement and (or) blocking. The Licensor is not obliged to inform the Licensee of the reasons for terminating the Agreement and (or) blocking.

5.3.2. To perform preventive maintenance on the server, for which purpose temporarily suspend access to the Platform. The Licensor notifies the Licensee about preventive maintenance by notification on the Site or via e-mail.

5.3.3. to use the name of the Licensee, as well as its trademarks (service marks) and logos of the Licensee for the purpose of advertising the services of the Licensor.

5.3.4. to modify or release updates to the Platform's software, add new properties or functionality of the software that increase its performance or otherwise improve its characteristics, including in order to meet the requirements of the legislation of the USA.

5.4. The Licensee has the right:

5.4.1. To obtain access to the Platform in accordance with the terms of this Agreement.

5.5. When creating mailings through the User, the Licensee undertakes not to violate the current legislation of the Republic Panama and not to send messages to persons who did not consent to receive them.

## **6. PERSONAL DATA. ENSURING CONFIDENTIALITY**

6.1. The Licensee (an individual) agrees to the processing by the Licensor of the Licensee's personal data specified during Registration, including surname, name, patronymic, e-mail address, contact phone number, IP address.

6.1.1. This consent is valid indefinitely, the storage period of the Licensee's personal data is not restricted.

6.1.2. When processing the personal data of the Licensee, the Licensor is guided by the Law of the "The General Data Protection Regulation" (EU) 2016/679 (GDPR).

6.2. The Licensee has the right to withdraw his consent by drawing up a corresponding written document, which can be sent by the Licensee to the Licensor by registered mail with notification of delivery or delivered personally under the receipt to the Licensor's representative.

In case of receiving a written application to revoke this consent to the processing of personal data, the Licensor is obliged to stop processing them.

6.3. As a result of a malfunction, technical malfunctions, actions of third parties, including (but not limited to) virus or hacker attacks, the Licensee's data posted on the Platform may become available to third parties. The Licensee is aware of this and undertakes not to submit claims to the Licensor for compensation for losses (damage) arising in this regard.

6.4. The Licensee consents:

6.4.1. to the storage of personal data on the server of the Licensor (including outside the territory of the Republic Panama).

6.4.2. To the use of personal and statistical data of the Licensee to display advertisements.

6.4.3. To receive information about services, news of the Licensor and (or) Partners of the Licensor, advertising information.

6.4.4. To the cross-border transfer of personal data.

6.4.5. To the transfer of personal data to another Licensee if another Licensee joins the Affiliate program.

- 6.5. The Licensee has the right to change the data specified during Registration at any time using the Personal Account.
- 6.6. The Licensor processes only the Licensee's data that are necessary for the execution of this Agreement.
- 6.7. The Licensor does not have access to the personal data of third parties that the Licensee uploads to the server through the Platform.
- 6.8. The Licensee undertakes to preliminarily obtain the consent of the subject of personal data for the use of their personal data through the Platform. The Licensee undertakes not to post personal data of third parties or the Licensee's employees who have not given consent to this.
- 6.9. The Licensor undertakes to make every effort to ensure the confidentiality of the data posted by the Licensee through the Platform for the entire period of their presence on the Licensor's server.
- 6.10. The Licensee is aware and agrees that telephone conversations with the Licensor may be recorded in order to monitor the quality of the Licensor's work.

## **7. PERSONAL DATA OF THIRD PARTIES**

- 7.1. The Licensor does not have access to personal data of third parties (Licensee's User) in accordance with clause 6.7. of this agreement.
- 7.2. The Licensee, as the operator of the personal data of their Users, instructs the Licensor to store such personal data on the Licensor's server using the necessary software and hardware protection for the purpose of proper provision of services by the Licensee as part of the fulfillment of contractual obligations between the Licensor and the Licensee.
- 7.3. In accordance with the Law of "The General Data Protection Regulation".
- 7.4. In order to comply with the protection of personal data of third parties provided for by The General Data Protection Regulation" (EU) 2016/679 (GDPR) and the inability of the Licensor to independently perform any actions related to the processing of personal data, the Parties agreed to establish the following procedure for interaction when the Licensee receives a Request:
- 7.4.1. When the Licensee (Operator of personal data processing) receives the Request containing the withdrawal of the personal data subject's consent to the processing of personal data, the Licensee undertakes to notify the Licensor of the need to delete the revoked data within three to seven business days from the moment of receipt of the withdrawal, or to provide the subject of personal data with a reasoned refusal to fulfill the Request.
- 7.4.2. At the request of the Licensor, the Licensee is obliged to provide evidence of compliance with the legislation on the protection of personal data, as well as documents confirming the proper fulfillment by the Licensee of the obligations provided for by the current legislation in the field of personal data processing.
- 7.4.3. In the event of an audit of the Licensor's activities and / or detecting by the authorized body for the protection of the rights of subjects of personal data violations of the processing of personal data, the Licensor addresses to the Licensee the request of the authorized body, which cannot be fulfilled by the Licensor for objective reasons. This requirement is subject to immediate execution by the Licensee.
- 7.4.4. From the moment the Licensor transfers the requirements of the authorized body for the protection of the rights of subjects of personal data, the Licensee becomes responsible for nonfulfillment or improper fulfillment of the specified requirements in the relevant part and undertakes to reimburse the Licensor for the losses caused by such non-fulfillment within 10 calendar days from the date of receipt of the Licensor's request in writing.
- 7.4.5. The third party acknowledges and agrees that the Licensor is not and cannot be responsible for the actions of the Licensee for improper processing of personal data of a third party / third parties.

## **8. LICENSE FEE. SETTLEMENT**

8.1. The amount of the license fee is determined by the Tariff to which the Licensee is connected. The Tariff consists of a monthly or annual subscription fee to the Licensor in accordance with the conditions specified on the website <https://www.verovids.com/> The Tariff is elected by the Licensee when registering on the website <https://www.verovids.com/> or in the Personal Account of the Licensee.

8.2. By mutual agreement, the parties have the right to set an individual tariff.

8.2. The license fee is paid by using the Visa Int. American Express, JCB or MasterCard payment systems. To pay (enter card details), the Licensee will be redirected to the payment gateway. The connection with the payment gateway and the transfer of information is carried out in a secure mode using the SSL encryption protocol. If the Licensee's bank supports the technology of secure online payments Verified By Visa, American Express, JCB or MasterCard SecureCode, then special password may also be required to make a payment. This site supports 256-bit encryption. The confidentiality of the reported personal information is ensured by the Bank. The entered information will not be provided to third parties, except in cases provided for by the legislation of the USA. Bank card payments are carried out in strict accordance with the requirements of the payment systems, Visa Int. American Express, JCB or MasterCard Europe.

The obligation of the Licensee to pay is considered fulfilled at the moment the funds are credited to the account of the payment system (Licensor).

The terms for crediting funds to the Licensor's account can be up to 3 (three) banking days and do not depend on the Licensor.

When crediting funds, the Licensor sends a letter about the activation of the Tariff by email or through the Personal Account.

8.3. The Licensee is not entitled to make payments under the Agreement in favor of the Licensor from the accounts of third parties without obtaining the prior written consent of the Licensor.

8.4. If the Licensor has not received the Licensee's claims related to the scope of the granted rights within 5 (five) business days from the date of the service, it is considered that the nonexclusive right to use the Platform (Non-exclusive license) has been granted to the Licensee in full and properly. Subsequent claims will not be accepted.

8.5. The Licensor has the right to set discounts on the Tariff. The amount and duration of the discount is set by the Licensor independently and is brought to the attention of the Licensee by posting information on the Site and (or) by sending the mailing to the Licensee and (or) in another way.

8.6. The parties have established that the Act of granting a Non-Exclusive License is not drawn up.

8.7. The Licensor shall not refund the funds if the Licensee has committed a violation of this Agreement (Agreement) or the Legislation.

8.8. Under this agreement, the Licensee can pay for the completion of the required functionality of the platform in accordance with the terms of reference agreed by the parties. Paid improvements can be made available under a general non-exclusive license by platform users.

## **9. LIABILITY. DISPUTE RESOLUTION PROCEDURE**

9.1. The Service is provided to the Licensee "as is", in accordance with the principle generally accepted in international practice. This means that the Licensor is not responsible for problems arising during the installation, updating, maintenance and operation of the Platform (including compatibility problems with other software products (packages, drivers, etc.), inconsistency of the results of using the Platform with the Licensee's expectations, etc.). The Licensee must understand that he bears full responsibility for possible negative consequences caused by incompatibility or conflicts of the Platform with other software products installed on the computer or other device of the Licensee. The Platform is not intended and cannot be used in information systems operating in hazardous environments or serving life support systems, in which a failure in the operation of the Platform may endanger human life or cause large material losses.

9.2. The Licensor is not responsible for the inability to use the Platform for reasons depending on the Licensee or third parties.

9.3. The Licensor makes every possible effort to ensure the normal operation of the Platform and the Site, but is not responsible for non-fulfillment or improper fulfillment of obligations under this Agreement, as well as for direct and indirect losses of the Licensee, including lost profits and possible damage arising, including as a result of:

9.3.1. Illegal actions of Internet users aimed at violating information security or the normal functioning of the Platform.

9.3.2. Absence (impossibility to establish, terminate, etc.) Internet connections between the Licensee's server and the Licensor's server.

9.3.3. Activities carried out by state and municipal bodies, as well as other organizations, within the framework of operational-search activities.

9.3.4. The establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and / or the establishment by these entities of one-time restrictions that complicate or make impossible the execution of the Agreement.

9.3.5. The other cases related to actions (inaction) of Internet users and / or other entities aimed at worsening the general situation with the use of the Internet and / or computer equipment that existed at the time of the conclusion of the Agreement.

9.4. The Licensor reserves the right to suspend the operation of the Site and (or) the Platform for preventive maintenance (if possible, at night or on weekends).

9.5. When using the Platform, the Licensee undertakes not to violate the Legislation, the interests of third parties, including when creating mailings, providing services (selling goods) to third parties. The Licensor is not responsible for the actions of the Licensee performed using the Platform, as well as is not responsible for the Licensee's failure to fulfill obligations to third parties.

9.6. The Licensee is solely responsible for the safety of his Login and password and for losses that may arise due to its unauthorized use.

9.7. In the event of disputes or disagreements arising from or related to this License Agreement between the Licensee and the Licensor, the parties will take all measures to resolve them through negotiations. The parties have established that the term for responding to a pre-trial claim is 15 business days.

9.8. If the response to the message is not received by the Party that sent the message within 30 (thirty) calendar days from the date of sending the corresponding message, or if the Parties do not come to an agreement on the claims and / or disagreements that have arisen, the dispute is subject to transfer to the Court of USA, or to a court of general jurisdiction at the location of the Licensor.

## **10. TERM OF THE AGREEMENT, TERMINATION PROCEDURE, REFUND**

10.1. This Agreement comes into force from the date of acceptance and is valid until terminated by the Parties. In case of termination of the exclusive right, the license agreement is terminated.

10.2. This Agreement is an offer and, by virtue of the current civil legislation of the USA, the Licensor has the right to withdraw the offer. If this Agreement is revoked by the Licensor during its term, this Agreement is considered terminated from the moment of revocation. The revocation is carried out by posting the relevant information on <https://www.verovids.com/>

10.3. This Agreement may be terminated early:

10.3.1. By mutual agreement of the Licensor and the Licensee.

10.3.2. On the initiative of the Licensor unilaterally out of court.

10.3.3. On the initiative of the Licensor unilaterally out of court in case of violation by the Licensee of the copyright of third parties, the terms of the Agreement, the Legislation without returning any funds to the Licensee. The notice of termination is sent by the Licensor to the Personal Account 1 calendar day before the date of termination.

10.3.4. On the initiative of the Licensee with a request for the refund of the money paid if the Licensor fails to fulfill its obligations to provide a Non-Exclusive License, by notifying the

Licensor of the termination of the Agreement and sending him a notification by e-mail: [misterstarkov@gmail.com](mailto:misterstarkov@gmail.com) 30 (thirty) days prior to the expected termination dates.

10.3.5. In case of termination of the Agreement and the parties reach agreement on the return of the paid funds to the Licensee, the funds are transferred according to the details used by the Licensee when paying and only upon a personal request for a refund of funds in the form approved by the Licensor. Compliance with the application form is the responsibility of the Licensee. The funds are returned within 20 (twenty) business days from the moment the Licensor receives a duly completed application.

## **11. LIMITATION OF LIABILITY**

11.1. Under no circumstances does the Licensor bear legal and moral responsibility to the licensee and third parties for the high-quality content of the materials posted by the licensee on the site. All responsibility for the materials posted on the Licensee's account under his credentials rests solely with the Licensee.

11.2. The Licensor carries out the verification process of materials uploaded to the Licensee's personal account before publication in the public domain on the site. The moderation process is subjective in nature and is based on the subjective opinions of the Licensor's responsible persons about the legality of the posted material, within the boundaries of personal knowledge and skills.

## **12. OTHER CONDITIONS**

12.1. The Non-Exclusive License under the Agreement applies to all subsequent updates / new versions of the Platform.

12.2. By accepting the terms of this Agreement, the Licensee confirms that they have legal grounds for processing information belonging to them using the Platform.

12.3. All issues not regulated by this Agreement are subject to resolution in accordance with the Legislation.

## **13. ARBITRATION OF THE LICENSOR**

13.1. The Licensee or Internet Users who have complaints about the actions of a particular Licensee have the right to contact the Licensor.

13.2. The complaint must be sent to the Licensor by email [misterstarkov@gmail.com](mailto:misterstarkov@gmail.com) with attachment of documents confirming the complaint (requirements).

13.3. Based on the results of consideration of the complaint, the Licensor has the right to establish the fact of violation of this Agreement and (or) the Legislation and block access to the Service of the Licensee about which the complaint was received.

13.4. The Licensor's decision on the complaint is final.