

Terms and Conditions (User Agreement)

Last Updated: August 22, 2025

General Provisions

This Terms and Conditions document (hereinafter the "Terms") constitutes a legally binding agreement governing your use of the Mesilat Platform between you (hereinafter the "User", "you", or "your") and Mesilat LTD, a legal entity incorporated under the laws of the Republic of Cyprus (registration number: HE 444113; registered address: 12 Nikolaou Lazarou Street, 304, 3020, Limassol, Limassol, Cyprus) (hereinafter "Mesilat", "we", "us", or "our") (collectively the "Parties").

Mesilat – The Platform (hereinafter the "Platform") refers to a suite of services enabling the sale of goods or services online through various digital systems, including the Mesilat website, its subdomains, graphical interfaces, mobile applications (iOS, Android), APIs, social media modules, and other web resources or systems as designated by us periodically.

These Terms form a public offer addressed to an unspecified number of persons. By accessing or using the Platform, you confirm that you have read, understood, and accepted all provisions herein, constituting your unconditional acceptance. If you do not agree with these Terms, you must immediately cease using or accessing the Platform, Account, or related functionalities.

We reserve the right to amend these Terms at our sole discretion without prior notice. Amendments take effect upon publication on the Platform. You are responsible for regularly reviewing the current version of these Terms and their appendices, bearing sole responsibility for any consequences of failing to do so. Continued use or access to the Platform or its services after amendments signifies your acceptance of the revised terms.

Acceptance of these Terms includes agreement to the Agency Agreement (hereinafter the "Agency Agreement") and the Privacy Policy (hereinafter the "Privacy Policy").

Definitions

To ensure clarity and avoid misinterpretation, the Parties agree on the following definitions:

- **User:** You, an individual or legal entity verified and approved by us as a client, granted access to the Platform per these Terms. This includes individuals who access or use the Platform to a permissible extent without completing registration.
- **Account:** A secure section of the Platform comprising protected pages created upon registration, enabling Platform use and interaction, accessible via a login and password.
- **Content:** Informational materials or data designed to educate, entertain, inform, or convey messages, including but not limited to educational courses, articles, images, videos, audio recordings, interactive materials, or other communication formats.
- **Personal Account:** A system within the Account for tracking funds received by us as an agent from your Buyers under the Agency Agreement.
- **Login and Password:** A unique set of characters created during registration for accessing the User Account.
- **User's Buyer:** An individual or entity purchasing or using your Content, goods, or services, or supporting you via payments or subscriptions through the Platform.

- **Registration:** The process of creating an Account, selecting a login and password, and providing basic information about you, your products, or services for Platform use under these Terms.

Undefined terms shall be interpreted per the Terms. If unclear, interpretation shall follow: (1) Cyprus law, (2) Platform content, and (3) common Internet usage.

III. Registration and Use of the Account

To access Platform services, you must complete the registration process, create an Account, and successfully verify your identity. We may use various authentication methods, but we cannot guarantee their complete security or effectiveness against unauthorized access.

Registration does not guarantee full service access. Pre-verification, only general service information is available. Verification requires providing specific information and documents, which you confirm are complete, accurate, and truthful. The scope of required information depends on your status (individual or entity), activities, location, and other relevant data.

If we doubt the accuracy or completeness of your information, we may request additional details or documents and repeat verification if necessary.

To register and verify, you must:

- Have the legal capacity and authority to enter and perform these Terms, or, if acting for a legal entity, ensure the entity is duly registered, financially stable, and not in liquidation, reorganization, or bankruptcy.
- Not be a resident of jurisdictions where we do not offer services.
- Create an Account per Platform instructions, providing all requested data.
- Pass all required identity and security checks, bearing costs for document compilation, certification, notarization, or translation.

Individual Accounts are for personal use only, not on behalf of third parties. Corporate Accounts for third parties require authorization and approval by our compliance team. You warrant that authorized representatives:

- Are permitted to access and use the Platform on your behalf;
- Accept changes to these Terms on your behalf.

You must ensure representatives are informed of and comply with these Terms.

We may periodically request additional identification measures. You agree to provide all requested information and documents. You must promptly notify us of changes to your name, representative, address, activities, tax residency, or taxpayer identification number.

You consent to us verifying your identity directly or through third parties to prevent fraud or other criminal activities, and we may act based on verification results, potentially requiring duplicate submissions. Your personal information may be shared with verification or fraud prevention agencies, which may respond fully to our inquiries.

We may request identification-related information from institutions with prior business relations with you. We may suspend, freeze, or cancel Accounts used by unauthorized persons. You must

immediately report suspected unauthorized Account use. We are not liable for losses from authorized or unauthorized use.

Only one Account per User is permitted. You are fully responsible for all Account activities. Accounts are either Individual (for individuals) or Corporate (for entities). You confirm you are the sole beneficial owner or will notify us otherwise before opening an Account.

We may refuse, suspend, or terminate Accounts at our discretion. You are responsible for Account security and activities.

IV. Rights of Mesilat

We reserve the right to:

- Modify the Platform's design, services, scripts, or software at any time;
- Send necessary email notifications related to Platform use;
- Moderate or remove Content violating these Terms, and suspend, restrict, or terminate access to Platform sections or services with or without notice;
- Block or restrict access for any reason, including legal or Terms violations, without liability for losses or obligation to disclose reasons;
- Audit the quality of services provided to your Buyers;
- Conduct server maintenance, temporarily suspending Platform access;
- Use your name, trademarks, or logos for advertising Platform services, revocable by notice to legal@mesilat.com;
- Update Platform software to enhance performance or comply with Cyprus law;
- Use de-identified data for analysis, marketing, or research per applicable law.

V. Rights and Responsibilities of the User

You have the right to:

- Access and use the Platform for its intended purpose;
- Publish compliant Content;
- Access Platform reference materials;
- Receive technical support for Platform issues;
- Seek dispute resolution assistance.

You may accept Buyer payments through Platform services, governed by the Agency Agreement, with your account balance viewable in your Personal Account.

You agree to:

- Secure your login and password;
- Regularly review these Terms;
- Be responsible for all Account actions and consequences;
- Avoid posting Content that violates laws, offends, misleads, infringes intellectual property, or contains inappropriate material;
- Comply with these Terms and maintain confidentiality of commercial, technical, and personal data per these Terms;
- Accept risks of inaccurate or offensive Platform information and report such issues immediately;

- Provide and update accurate information about yourself, goods, services, and prices via the Platform;
- Be accountable to Buyers for their legitimate demands regarding orders and payments;
- Ensure the quality and delivery of goods or services to Buyers;
- Pay applicable fees per Section VI;
- Respond to Buyer complaints within 24 hours, providing a written report;
- Obtain Buyer consent for personal data processing and transfer per Section IX;
- Cover Platform costs for Buyer order cancellations per Section 7 of the Agency Agreement and independently manage Buyer obligations, acknowledging we are not party to Buyer relationships.

VI. Payment Policy

Platform use may incur one-time, monthly, or annual fees, displayed during registration and in your Account dashboard. We may modify fee structures at our discretion, effective upon posting in your Account or email notification.

Payments are processed via our partners' secure payment gateways using SSL encryption. If your bank uses Verified Secure Code for Visa or MasterCard, a special password may be required. Payment confidentiality is ensured by the bank, and data is not shared with third parties except as required by Cyprus law. Payments comply with Visa and MasterCard requirements.

Your payment obligation is fulfilled upon funds being credited to our account.

VII. Content

You are responsible for ensuring all Content complies with these Terms and applicable laws. Content must not:

- Violate intellectual property rights;
- Contain offensive, misleading, or illegal material;
- Promote violence, hatred, or discrimination.

We may review, moderate, or remove non-compliant Content at our discretion.

VIII. Prohibited Activities

You agree not to:

- Use the Platform for illegal purposes;
- Attempt to gain unauthorized access to the Platform or other Accounts;
- Engage in activities that disrupt Platform functionality;
- Post Content that violates these Terms or applicable laws;
- Use automated systems (e.g., bots) to interact with the Platform without permission.

IX. Personal Data

You confirm that you have obtained necessary consents for processing and transferring Buyer personal data to us in compliance with GDPR and Cyprus law. We process personal data per our

Privacy Policy, and you are responsible for ensuring compliance with data protection laws in your interactions with Buyers.

X. Dispute Resolution

Disputes arising from these Terms shall be resolved under Cyprus law. You agree to attempt resolution through negotiations within 30 days of a written claim, including:

- Date and time of the issue;
- Circumstances of the issue;
- Specific demands;
- Your authorized representative's signature and seal (if applicable).

If unresolved, disputes shall be settled in Cyprus courts.

XI. Arbitration

Where permitted by Cyprus law, disputes may be submitted to arbitration, with procedures agreed upon by the Parties.

XII. Force Majeure

We are not liable for non-performance due to events beyond our control, including natural disasters, epidemics, military actions, or governmental measures, provided we take reasonable steps to mitigate impacts.

XIII. Notices

Communication is conducted electronically via your Account, email, push notifications, or other electronic means, with full legal force equivalent to written documents. You are responsible for maintaining accurate contact information and bear risks of non-delivery due to errors or technical issues.

You may withdraw consent for electronic notifications, but this may result in restricted Platform access. We are not liable for non-delivery due to inaccurate contact details or technical problems.

XIV. Terms of the Agreement and Procedure for Termination

These Terms take effect upon your acceptance and remain valid until terminated. Either Party may terminate with 30 days' written notice. We may suspend or terminate your Account for:

- Violation of these Terms or applicable laws;
- Fraudulent or misleading activities;
- Failure to provide required information;
- Multiple Buyer complaints or misleading information;
- Legal or governmental obligations;
- Suspected unauthorized Account use;
- Liquidation or death notifications.

We may delete Content or subscriptions at our discretion without liability. You agree not to claim damages for Account suspension or termination, bearing any related costs. We will attempt to notify you of termination or suspension. These Terms survive Account termination.

XV. Limitation of Liability

Platform services, materials, and information are provided "as is" without warranties beyond those in these Terms. We disclaim implied or statutory warranties (e.g., merchantability, fitness for purpose) unless required by Cyprus law. You bear all risks of Platform use, including compatibility issues or unmet expectations.

We are not liable for:

- Damages from unforeseen events beyond our control (e.g., force majeure);
- Interruptions, delays, or failures in Platform services;
- Transaction processing failures;
- System maintenance or third-party issues;
- Unauthorized use of your device or Account;
- Theft or loss of your device;
- Illegal use of Platform services;
- Loss of profits, revenue, opportunities, or data;
- Hacking, tampering, or unauthorized access.

Liability is limited to the cost of Platform access during the period of damage, per applicable fees. Claims must be individual, not class-based. We do not guarantee Content accuracy or uninterrupted, secure, error-free Platform access. You indemnify us for claims arising from your violations.

We are not liable for Buyer obligations or third-party website content, products, or services linked through the Platform. You assume risks of using such links and must review third-party terms.

XVI. Final Provisions

These Terms, Privacy Policy, Agency Agreement, and Platform legal notices form the entire agreement, superseding prior agreements. We do not accept User amendments. Registration confirms unconditional acceptance.

You may not assign rights or obligations under these Terms. We may assign without notice or consent. Invalid provisions shall be modified under Cyprus law without affecting other provisions. Our failure to enforce provisions is not a waiver.

Communication is electronic, with legal force equivalent to written documents. You are responsible for accurate contact information. Disputes are governed by Cyprus law and resolved in Cyprus courts.

For complaints or legal inquiries, contact legal@mesilat.com in English for prompt, fair resolution.