

GENERAL TERMS AND CONDITIONS FOR ELECTRONIC SERVICES

This Agreement was updated on 17 January 2023.

These terms and conditions govern the legal relationship between Acemount and its Users and incorporate the provisions of the Privacy Policy.

TAKE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT DISCLAIM, LIMIT AND EXCLUDE THE LIABILITY OF ACEMOUNT TO YOU AND THAT INDEMNIFY ACEMOUNT AGAINST CLAIMS AND DAMAGES THAT IT MAY SUFFER AS A RESULT OF YOUR CONDUCT.

Please read these terms and conditions carefully.

Acemount does not undertake any obligations with this Agreement, except those specified in Agreement and related with providing opportunities use the System.

1. GENERAL

1.1. In the manner and under the conditions specified in this Agreement, the Acemount shall provide the Customer Services on a paid basis, which consist in particular in providing access to the System and the ability to send SMS through the Acemount's System to public telecommunications networks. The Customer undertakes to accept and pay provided Services in compliance with the conditions of this Agreement.

1.2. This Agreement comes into effect from the moment of registration of the User on the Website and is valid for the entire period of use of the Service by the User. By registering on the Web-site, the User confirms that he has reached the age of majority, has sufficient legal capacity and legal capacity in accordance with the laws of his state, and also undertakes to prevent the use of the Services of minors, incompetent persons (including those with limited legal capacity) and is personally responsible for allowing such persons to use the Service. By registration on the Website the User confirms that he understands all his rights and obligations in full, and he unconditionally accepts the terms of this Agreement

1.3. Acemount, at the request of the Customer, undertakes obligations in the manner and on under the conditions specified in this Agreement, provide the Customer with the service of transmission of messages through Addition Viber, and Customer undertakes to accept and pay provided Service in compliance to conditions this Agreement. To Viber - Messages are applied all rules of SMS-messages, unless otherwise agreed by the parties and does not follow from the technical ones features application Viber and politician Companies Viber.

1.4. Should a User not agree to all the terms and conditions of this agreement or be unable to comply with these terms and conditions, the User should immediately cease using the Website and/or terminate the registration process.

1.5. You may not use the Website or the Services if you are not of a legal age to form a binding Agreement with Acemount.

1.6. Users agree that all terms and conditions herewith published shall be binding on the User and that should there be a contradiction between these general terms and conditions and any other product-specific or service-specific terms and conditions, the product-specific or service-specific terms and conditions shall prevail to the limited extent of such conflict.

1.7. Acemount reserves the right to refuse to accept and/or execute an order or request to do business or to render any Services without giving any reasons therefor. Acemount also reserves the right to cancel orders in whole or in part in Acemount's sole and absolute discretion.

2. DEFINITION

2.1. Acemount specify the principles and technical conditions for entering into and executing the Agreement (the "Agreement"), whose subject matter is the Customer's access and use of the Services provided by electronic means, through the website available on the Internet under URL address <https://acemountmedia.com/> (the "Website").

2.2. Agreeing on the essential conditions Party offers provide consent what deadlines will be used in such meaning: "Acemount" – means the Acemount legal entity responsible for providing the Services to you in your territory, the Acemount legal entity with whom you contract for the provision of the Services in your territory is identified in point 10.1.

"Agreement" - in accordance with point 2.1.

"Customer" or "User" – shall mean any natural or legal person who makes use of any of the Services or who uses or visits the Website.

"Website" – –in accordance with point 2.1.

"End User" - any subscriber of a mobile service used through an Operator's network

"Operator" - means any party licensed to install, operate and maintain a cellular telephony network;

"System" - it is a software and hardware complex belonging to Acemount, which provides the technical ability to provide Services, which allows the Customer to register independently, manage SMS, track their status, control the Personal account, etc. Access to the System is provided to the Customer after registration.

"Personal account" - the profile of the Customer created on the Website that includes the identification data provided by the Customer. The Personal account has a unique login (user name) and password.

"Services" - shall mean and include all products and services offered or provided to Customers by Acemount.

"Alphanumeric Name" - a unique combination of letters, or letters and numbers, used to provide services and used to exchange messages between the Customer and the End user.

"Dynamic Alphanumeric Name" – a unique combination of Latin letters or a unique combination of Latin letters with Arabic numerals (up to 11 characters), selected by the Customer at its discretion from the list of Alphanumeric Names of Operators and displayed in Messages as the Customer's signature.

"SMS" or "SMS-messages" - a short text message containing information in digital text format up to 160 Latin characters or up to 70 non-Latin characters, or each part of a combined message up to 140 bytes, or each binary message up to 140 bytes. Final snippets of merged text or binary messages smaller than 140 bytes are considered a separate text message. If two merged messages are sent, they will be 306 and 134 characters long, respectively, and three merged messages will be 459 and 201 characters long, respectively. When sending ten or more combined sms-messages, Acemount does not guarantee the Customer the correctness of their delivery to End Users. In the case where the term "Message" is used to identify information transmitted by the Parties to each other, this term does not mean "SMS-message".

"Short number" - number from the number resource of the Operator, by means of which Messages from the Customer for End users are transferred to the Telecommunication networks of the Operators, including in case of technical impossibility to use Alphanumeric Name or Dynamic Alphanumeric Name.

"Spam messages" or Spam - an electronic text message not pre-ordered by Users, regardless of its content or which meets at least one of the following criteria:

- are delivered to End Users without their prior consent or have led to complaints from these End Users about their receipt;
- delivered to End Users, encouraging them to call and / or send SMS-messages to the offered numbers, or to take part in any cases, or contain offers to explicitly or implicitly connect to the network of the Operator, different from the network of the Operator, whose subscribers receive SMS-messages;
- SMS, the content of which is illegal;
- SMS have the same text and are mass and delivered to more than ten End Users without their prior consent;
- SMS with the same or different text is delivered to the same End user more than 10 times a day;
- a message that will be charged after its receipt for the End User, provided that the End User has not ordered such a message;
- SMS-messages has led to complaints by the End User, or the emergence of obstacles technical nature in the work of the System or telecommunication network of the Operator;
- SMS-messages does not contain the Customer's service telephone number.
- SMS-messages does not contain reliable information about the name, e-mail or the e-mail address of the Customer of these messages and End User has not ordered such a message;
- further received SMS the End User may not terminate by informing the Customer;
- The message contains information that can be considered as election agitation or political advertising;
- SMS-messages contains information of an erotic or pornographic nature;
- SMS-messages contains information of a religious (cult) nature;
- SMS-messages contains advertising / information that contradicts the requirements of public morality and / or Laws.
- the notification violates the procedure and method of providing advertising information, defined by the Laws;
- the message contains advertising of alcoholic beverages and tobacco products, signs for goods and services, other objects of intellectual property rights, under which alcoholic beverages and tobacco products are produced;
- SMS-messages contains viruses or other elements that may damage the operation of the telecommunications network / equipment of the Operators and / or the Acemount or the end equipment of the Users.

"Fishing message" or "Fishing" – is a type of a fraudulent message designed to trick End Users into revealing confidential information as payment details, remote services logging information, identifying information used for bank account access; or/and any other illegal attempts to take control of confidential information using methods of psychological influence to induce End Users to go to compromised phishing websites and entering confidential information or fraudulently inducing End Users to the spontaneous transmission of confidential information impersonating trustworthy persons, including legal entities.

3. Changes and Amendments

3.1. Acemount expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in these terms and conditions or any information on the Website without prior notice and to update prices and rates quoted on its Website at any time.

3.2. Users undertake to check the Website frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the Website, in this regard, Users undertake to check, at a minimum, these terms and conditions for any alteration to it, including in respect of the prices and nature of any Services, prior to the conclusion of each new credit purchase or service order in care of the Services governed by these terms and conditions.

Users should regularly verify which networks are covered by the Services. Changes may occur as to which networks are covered from time to time.

4. RIGHTS AND RESPONSIBILITIES PARTIES

4.1. Obligation and rights of Acemount:

4.1.1. Acemount is obliged to:

- 4.1.1.1. Provide to the customer Services in accordance to conditions specified this Agreement.
- 4.1.1.2. Provide access to Personal cabinet Customer, using login and password.
- 4.1.1.3. Provide the Customer in the Personal Account through Website <https://acemountmedia.com/> possibility:
 - send mass and/or single SMS;
 - monitor the status of each sent SMS;
 - submit for registration for verification and monitor the status of each Alphanumeric name submitted for registration to the Acemount;
 - control and/or create and/or delete and/or edit customer databases of the Customer.

4.1.2. Acemount has rights to:

- 4.1.2.1. Receive payment according to the terms of this Agreement.
- 4.1.2.2. Terminate the provision of Services to the Customer in case the Customer violates its obligations set forth in this Agreement.
- 4.1.2.3. Allow or prohibit the transmission of SMS under such Alphanumeric Names that meet or do not meet the requirements of this Agreement.
- 4.1.2.4. Refuse to carry out (or block) the transmission of SMS to the Telecommunication Networks of the Operators, if the SMS does not meet and/or contradict the requirements set forth in this Agreement.
- 4.1.2.5. Check the Alphanumeric Names or Dynamic Alphanumeric Names used by the Customer during any Settlement Period. If the Acemount finds that the Alphanumeric Names or Dynamic Alphanumeric Names do not comply with the requirements established by this Agreement, Acemount has the right to terminate the transmission of SMS under such Alphanumeric Names or Dynamic Alphanumeric Names and apply penalties on the Customer.
- 4.1.2.6. Verify the compliance of the texts of the SMS with the terms of this Agreement.
- 4.1.2.7. Include its own test telephone numbers in the list of telephone numbers of End users of the relevant distribution of Customer SMS.

4.2. Obligation and rights of Customer:

4.1.1. Customer is obliged to

- 4.1.1.1. Pay for the ordered Services in the amounts and within the terms set in accordance with the Tariffs posted in the Personal Account.
- 4.1.1.2. Adhere to the terms of the Agreement
- 4.1.1.3. Do not allow the use of the Acemount's System to commit illegal acts or actions contrary to the interests of national security, defense and law enforcement.
- 4.1.1.4. Obtain prior consent from the user to whose phone it is planned to send sms-messages with the Customer's information to receive such messages.
- 4.1.1.5. The Customer, within 2 (two) working days from the date of receipt of the request from the Acemount, must provide written confirmation that the End user has duly agreed to receive SMS from the Customer, or written confirmation and justification of the absence of SPAM in the SMS. The written confirmation must contain the explicit consent of the End user to receive SMS from the Customer, as well as the surname, name and patronymic, telephone number and personal signature of the End user, as well as the date of receipt of consent.
- 4.1.1.6. Do not send via the System, SMS that are Spam or have signs of Spam.
- 4.1.1.7. Do not send through the System, SMS that is Fishing or has signs of Fishing.
- 4.1.1.8. To inform the End user of the SMS about the possibility and the way by which the End user may refuse to continue receiving SMS transmitted using the System.
- 4.1.1.9. In case of the End user's request to refuse further receipt of SMS or detection by the Customer independently or after receiving a request from the Acemount signs of SPAM in the SMS, the Customer is obliged to immediately stop sending SMS and also, within the day of detection, to inform the Acemount about it. The Customer is the owner of the database of telephone numbers of End users. In case the End users submit complaints / claims / lawsuits to the Acemount or the Operator regarding the received SMS, the Customer is responsible for such complaints / claims / lawsuits.
- 4.1.1.10. The Customer undertakes to submit for approval to the Acemount mock-ups of all advertising materials, which include references to the name of the Acemount and/or Operator, or marks for goods and services of the Acemount and / or Operator, or Services. Publication of such materials is possible only with the prior written consent of the Acemount and / or the Operator and approval by the Acemount and / or the Operator of the models of the above materials.

7.1. Customer shall to keep credentials confidential, including not transferring credentials to a third party. In the case of loss, theft or compromise of credentials, Customer is obliged to notify Acemount immediately. Notwithstanding any

other provision of this Agreement, Acemount is not responsible for the SMS traffic transmission if Customer's credentials were stolen, lost or compromised.

4.1.1.11. Send the SMS only after receiving from the Acemount the prior written consent of the text of the SMS, as well as the method and mechanics of their sending if such SMS contain or have the following features:

- Providing information (including advertising) about medical services or medical drugs;
- Providing information (including advertising) on food additives;
- Providing information (including advertising) about public organizations;
- Provision of information (including advertising) concerning, directly or indirectly, minors;
- Providing information (including advertising) in the form of a cross-reference in the text of the SMS. "Cross-reference" should be understood as - providing information, the source / primary source of which is not the Customer and / or providing information (including advertising), the content of which does not correspond to the subject of the Communication and does not correspond to the topic / trademark, etc. Alphanumeric / Dynamic, for example: providing information on events / services / goods / shares of third parties who are partners / customers of the Customer and / or conduct these events / promotions jointly with the Customer, and / or involve the Customer in advertising its own events / services / goods / shares, etc.

4.1.2. Customer has right to:

4.1.2.1. Receive information about the status of each SMS sent for sending through the Website.

4.1.2.2. Independently determine the amount of replenishment of the Electronic Virtual Account.

4.1.2.3. Return the unused advance. The Acemount of the relevant written request returns the funds within two months from the date of receipt.

4.1.2.4. Contact the Acemount with complaints and suggestions for improving the quality of services provided.

5. ALPHANUMERIC NAMES

5.1. The length of the Alphanumeric name cannot exceed 11 Latin characters.

5.2. In the Alphanumeric name it is forbidden to use:

- symbol (for instance { | , ; % ' # % !! ^ = [] () \ / ~ < > } ”) (only numbers and letters of the Latin alphabet are allowed);
- names mobile operators and their derivatives;
- obscene words;
- telephone numbers;
- Short numbers;
- proper names (Vasya , Masha and etc.);
- incomprehensible words (ght , asdf , etc);
- common names;
- company brands / trademarks without written confirmation of the right to use the brand / trademark from its owner names that violate the rights of third parties.

5.3. It is forbidden to use combinations of Latin letters and / or numbers (words) in the Alphanumeric Name, which:

- Promote war, national and religious enmity, change of the constitutional order or territorial integrity;
- Propagate fascism or neo-fascism;
- Humiliate or insult a nation / race or person on national / racial grounds;
- Promote disrespect for national and religious shrines;
- Humiliate a person, is a manifestation of bullying about physical defects (injuries), mentally ill, the elderly;
- Promote ignorance, disrespect for parents;
- Promote drug addiction, substance abuse, alcoholism, smoking and other bad habits;
- Have a sexual or erotic nature;
- Contains obscene words;
- Contains signs for goods and services, or telephone numbers, or proper names, for which the Customer can not confirm the right to use them, etc.;
- Represent a random set of letters and / or numbers, the combination of which is insufficient to identify the Customer as the sender of the Message.

6. REQUIREMENTS TO SMS:

6.1. The Customer independently or with the help of third parties forms the content of SMS with one of the next topics:

6.1.1. Message about banking services (transactions on banking cards, leftovers on loans, terminal term pay loans etc);

6.1.2. Registration on Internet websites;

6.1.3. Message from services Taxi;

6.1.4. Others round the clock service message, previously agreed with Performer;

- 6.1.5. Message insurance companies;
- 6.1.6. Message transport companies except services Taxi;
- 6.1.7. Message advertising character;
- 6.1.8. News;
- 6.1.9. Advertisement;
- 6.1.10. Greeting;
- 6.1.11. Acceptance participation in promotions and draws from manufacturers goods and services;
- 6.1.12. Others SMS, on receiving whose User has given own consent.
- 6.2. Requirements to SMS which are created in within granting services:
 - 6.2.1. The message consists of no more than 160 characters in Latin, or no more 70 characters in Cyrillic (even if at least one character is written in Cyrillic), including spaces and other signs, in case of exceeding such limits - the message is divided into parts, each with whose is sent and is charged as separate SMS.
- 6.3. Forbidden use Short numbers in text Message;
- 6.4. It is forbidden to use offers to send messages or make call on Short number in text Message;
- 6.5. Text SMS necessarily should contain contact information or phone or website through which the End User can unsubscribe or get additional information of content message;
- 6.6. Forbidden use in text message:
 - 6.6.1. appeals to violence or threats;
 - 6.6.2. political agitation;
 - 6.6.3. obscene vocabulary;
 - 6.6.4. topics religion, racism, terrorism;
 - 6.6.5. text, whose it is possible regard as fraud;
 - 6.6.6. link on websites, which contain "content for adults", advertising services "for adults".
- 6.7. Customer guarantees that:
 - Content SMS messages of whose are provided Services meets norms current legislation;
 - not will carry out mailing list Spam messages To users and Subscribers.
- 6.8. Advertising Message are blocked in night time. Customer undertakes send Message by the system, with purpose their further transmission Acemount for Users to Telecommunication Networks of Operators, in the following hours dissemination:
- 6.9. Message according to subparagraph 6.1.1. - 6.1.4. this section can to set off the Customer in period with 00:00 to 24:00.
- 6.10. Message according to subparagraph 6.1.5. - 6.1.12 this section can to set off the Customer in the period from 9:00 to 20:00 (on weekdays) and in the period from 11:00 to 18:00 (on non-working and weekend).

7. COST SERVICES AND ORDER OF CALCULATIONS

- 7.1. The Customer pays for the Services in accordance with the current tariffs specified in the Personal Account. Tariffs listed on the Website in public access are provided for informational purposes only and are not the terms of this Agreement.
- 7.2. Acemount has the right to change the cost of Services unilaterally. Acemount notifies the Customer of changes by sending a notice to the Customer's e-mail address or by displaying information in the Personal Account at its discretion. Changes in value take effect from their display in the Personal Account.
- 7.3. The Customer makes a payment for the Services on the terms of prepayment, by transferring funds to the current account of Acemount. The Customer makes payment for the Services on the terms of prepayment, by transferring funds to Acemount using acceptable payment methods. In some cases, the Customer may receive automatic invoicing or invoice due on request confirmed by Acemount.
- 7.4. The funds paid by the Customer shall be credited to the Personal Account within 24 (twenty-four) hours from the moment of their receipt on the current account of the Acemount. The Customer has the right to receive the Services under the condition of a positive value of the balance of payments in the Personal Account. After placing the Customer's SMS in the queue for sending in his Personal Account, his balance is reduced by the cost of this SMS.
- 7.5. The transaction currency shall be the national currency specified at the time of transacting based on the Acemount legal entity within whom the User transacts or the national Customer`s currency.
- 7.6. All payments under this Agreement are made in accordance with statistical and billing data of the Acemount, including those displayed on the electronic virtual account.

8. RESPONSIBILITY PARTIES AND ORDER SOLUTION DISPUTES

- 8.1. The parties undertake to reimburse direct documented damages.
- 8.2. The Customer is solely responsible for the security of the password chosen by him, as well as independently ensures the safety and confidentiality of his password.
- 8.3. Acemount is not liable to third parties for breach of Agreement by the Customer. The Customer is fully responsible for the compliance of advertising services and materials provided for in this Agreement with the current

legislation. Acemount shall not be liable under this Agreement and shall not provide guarantees for the delivery of SMS to End Users in cases:

- End User is outside the reach of the telecommunications network of the Operator or in the area of unstable coverage;
- in case of disconnection (disconnection) by the End User of the end equipment belonging to him in case of improper operation of the Telecommunication Network of the Operator, access to which is used by ACEMOUNT for the provision of Services under this Agreement; in case of sending SMS to Operators of other cranes of the world;
- If the text of the SMS consists of more than three parts, each of which consists of 153 characters when using the Latin alphabet or 67 characters when using the Cyrillic alphabet;
- in case the User's terminal is not certified or prohibited in the network or state in the territory of which the End User receives the Notification; in case of other hardware or software problems with the User's terminal.

8.4. Acemount is not responsible for the content of SMS sent by the Customer using the System.

8.5. In case of sending of Spam, Fishing or SMS with signs of Spam or Fishing, the Acemount has the right to immediately terminate the provision of Services to the Customer and withhold a penalty from the Customer in the amount of the value of unsent Phishing messages, by withholding the relevant funds from the Customer's Electronic Virtual Account.

8.6. The Website and the Services are supplied on an "as is" basis and are not supplied to meet the Customer's individual requirements. To the fullest extent permitted by law, Acemount disclaims all representations and warranties relating to the Services (whether express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose). It is the sole responsibility of the Customer to satisfy itself prior to entering into this agreement with Acemount that the Services and the Website will meet the Customer's individual requirements and be compatible with the Customer's hardware and/or software and message recipient handsets and devices.

8.7. Responsibility for any actions or inactions that could lead to loss, theft, disclosure, etc. Authorization and Credentials of the Customer, as well as responsibility for any actions or inactions of third parties using the Authorization and Credentials of the Customer is entirely borne by the Customer. Acemount does not bear any responsibility for Customer's losses in the cases of loss, theft, disclosure, etc., authorization data and/or credentials by the Customer.

8.8. In case the End Users submit complaints / claims / claims to Acemount or the Operator regarding the received SMS, which arose due to the fault of the Customer, the Customers on their own and at their own expense satisfy such complaints / claims / claims.

8.9. The Customer acknowledges and understands that Acemount acts as a conduit for the provision of information and content. Customers acknowledge that Acemount shall not be responsible or liable for any content transmitted and that full responsibility for content shall rest on the Customers. Customers shall observe all relevant legislation and regulations applicable in their jurisdiction and in the jurisdiction of all persons to whom they cause messages to be delivered. It shall be the sole responsibility of Customers to familiarise themselves with all applicable laws, regulations and codes of conduct to which they may be subject and to ensure compliance therewith.

8.10. Users shall furthermore ensure that all SMS, advertising, information and content produced or generated by a User for transmission or delivery by means of the Services shall comply with all laws and any relevant code of conduct to which Acemount itself subscribes and is bound in all territories where messages are sent by, or received from, the User, including but not limited to the following laws:

European Union: Directive 2002/58/EC, Directive 2000/31/EC, Directive 95/46/EC, Directive 93/13/EC, all national member state laws promulgated in terms thereof and, from 25 May 2018, the EU General Data Protection Regulation 2016/679 (GDPR). Users processing personal data of EU citizens agree to the terms as set out in the Data Protection Addendum.

8.11. This Agreement shall be governed by and construed under, the the laws of Cyprus, and disputes are subject to resolution in Nicosia District Court.

9. FORCE MAJORITY CIRCUMSTANCE

9.1. In accordance with the terms of this Agreement, the Parties shall be released from liability for non-performance / improper performance of their obligations under this Agreement, if such non-performance / improper performance is the result of unforeseen and unavoidable circumstances (force majeure).

9.2. Force majeure circumstances include: force majeure or extraordinary events, such as war, fire, flood, earthquake; intervention of public authorities, by adopting regulations and / or actions that prevent the implementation of the provisions of this Agreement (except acts / actions adopted directly in relation to one of the Parties), which arose after agreement with this Agreement, which the Parties could not foresee or prevent appropriate measures if these circumstances have affected their performance of their obligations.

10. CONTACT AND LEGAL INFORMATION

10.1. LEGAL ENTITY

Legal Entity	Legal address:
ACEMOUNT MEDIA LTD <i>Reg No: HE 385907</i>	Boumpoulinas, 11, 3rd floor, 1060, Nicosia, CYPRUS

10.2. If you have any questions, queries or wish to request permission to use any part of this Website, including, linking, framing, or searching, please contact us at the following email. In addition, this is email shall be the address at which any legal notices or documents shall be required to be served:

Telephone: +35722007251
Email: support@acemountmedia.com