

COMMON TERMS AND CONDITIONS OF TALENT NETWORK PRODUCT USE

1. Main Provisions

- 1.1. Talent Network Limited (hereinafter - "Talent Network") offers Internet users and users of Android-based and iOS-based mobile devices (hereinafter - "User") to use its software Products, resources and services (hereinafter - "Products") on the terms set forth in these Terms and Conditions of Talent Network Product Use (hereinafter - "Terms"),
- 1.2. The Terms come into effect upon the User's consent with their provisions in the manner prescribed by Clause 1.4 of the Terms.
- 1.3. The use of Talent Network Products shall be governed by these Terms, as well as the following documents being an integral part hereof:
 - Privacy Policy (<https://app.talexnet.com/privacy-policy>);
 - the terms of use of certain Products;
 - license agreements for certain Products.
- 1.4. The user agrees that the new version of the Terms may be issued by Talent Network without special notification or prior agreement with the User and that it comes into effect upon its publication in the Internet at <https://app.talexnet.com/user-agreement>
- 1.5. By starting to use any Product/its certain functions or by undergoing a respective registration procedure, the User is deemed to have accepted the provisions of the Terms unconditionally and completely. If the User does not agree with certain provisions of the Terms, the User shall not use Talent Network Products.
- 1.6. If Talent Network makes any amendments to the Terms in the manner prescribed by Clause 1.3 of the Terms, with which the User does not agree, the User shall cease using Talent Network Products.

2. User registration. User account.

- 2.1. To use certain Talent Network Products or their single functions, the User needs to undergo a registration procedure, whereupon a unique account will be created for the User.
- 2.2. To get registered, the User shall provide reliable and complete information on himself according to the questions offered in the registration form and maintain the relevance of such information. If the User provides erroneous information, or if Talent Network has grounds to believe that the information provided by the User is incomplete or unreliable, Talent Network will have the right, at its own discretion, to block or delete the User's account and deny its Products (or their single functions) to the User.

If such function is provided by Talent Network, the User may download an image (avatar) for his account during registration. Such account image may accompany the materials published by the User when using Talent Network Products. The account image shall meet the requirements of Section 4 hereof. If the User uses his own image as an account image, the User understands and agrees that Talent Network may publish and further use the User's image in Talent Network

Products, advertising materials and campaigns, Talent Network corporate blogs and accounts on third-party resources.

2.3. Talent Network reserves the right to request at any time that the User confirm the data specified during registration in the User's account, which contains information on the User, as well as other information related to the use of Talent Network Products available to the User upon authorization with the help of User login and password in Talent Network Products (its affiliated persons).

2.4. To check the data provided by the User, Talent Network may request supporting documents (notably, identification documents), which non-provision, at Talent Network's discretion, may be regarded as provision of unreliable information and entail consequences provided for in the first paragraph of Clause 2.2 of the Agreement. If the data specified by the User in the provided documents does not match the data specified during registration, or if the data specified during registration does not allow to identify the user, Talent Network may deny the User access to his account and the use of Talent Network Products.

4. The user unconditionally and completely agrees that:

- for the purpose of Clause 2.4. of the Agreement and for the purpose of compliance with mandatory requirements of KYC and AML procedures when using the Products, Talent Network may engage a third person meeting the requirements specified for the companies that deal with the Users' personal data;
- the engaged company will perform User identification, check the data provided by the User and carry out other procedures in order to comply with the mandatory requirements of KYC and AML procedures.

5. The User's personal data defined by the Privacy Policy and contained in the User's account is stored and processed by Talent Network under the terms of the Privacy Policy (<https://ap-p.talexnet.com/privacy-policy>).

6. User account access facilities.

6.1. During registration, the User, at its sole discretion, selects a login (a unique symbolic name for the User's account) and a password to access the account. Talent Network may prohibit the use of certain logins and set up requirements to logins and passwords (length, permitted symbols, etc.).

6.2. Upon registration of account, if such option is provided by a certain Product, the User may start applying an alternative authentication facility to access the account and replace the selected password by such facility. Access to such facility is provided by setting up two-factor authentication in the User account management interface.

6.3. After the User enters his account, the account data entered by the User on his device may be automatically stored in the device browser until the User completes the work on his account without requesting additional entering of the account access facilities each time Talent Network Products are used. The User account data automatically stored in the device browser may be used to access Talent Network Products.

7. The User shall independently bear responsibility for the safety (including guess resistance) of the selected account access facilities and ensure their confidentiality by its own efforts. The user shall bear independent responsibility for all actions (and their consequences) performed within Talent Network Products or with their use under the User's account, including cases of the User's voluntary transfer of data in order to provide third-party access to the

User's account on any terms (including under contracts or agreements). All actions within Talent Network Products or with their use under the User's account shall be deemed performed by the User himself, except when the User, in the manner prescribed in Clause 2.8., has notified Talent Network of any unauthorized access to Talent Network Products via the User's account and/or any breach (suspected breach) of confidentiality of its account access facilities (a password or two-factor authentication facilities).

8. The User shall immediately notify Talent Network of any unauthorized (not permitted by the User) access to Talent Network Products via the User's account and/or of any breach (suspected breach) of confidentiality of its account access facilities. For safety purposes, the User shall independently carry out a safe close-down under his account upon completing each session with Talent Network Products. Talent Network shall not be liable for any possible data loss or corruption, as well as for other consequences of any kind that may be entailed by the User's violation of the Agreement provisions.
9. User account usage.
 - 9.1. The User may not reproduce, replicate and copy, sell and resell, or use for any business purposes any parts of Talent Network Products (including the content available to the User via the Products), or access thereto, except when the User is permitted to do so by Talent Network or as expressly provided by the Terms and/or terms of use of any Product.
 - 9.2. Some categories of User accounts may limit or restrict the use of some Talent Network Products or their certain functions if so provided for during registration or by the terms of use of any Product.
10. Termination of registration. Talent Network may block or delete the User's account, or deny access via any account to certain Talent Network Products and delete any content without disclosing the reason, including in case of the User's violation of the Terms and Conditions or other documents provided for in Clause 1.3. of the Terms.
11. Deleting a User's account.
 - 11.1. The User may at any time delete its account in all Talent Network Products or, if a respective option is available, terminate the account in respect of certain Products.
 - 11.2. From the time specified in Clause 2.11.1 of the Terms, restoration of an account, any information related thereto, as well as access to Talent Network Products via such account shall be impossible.

3. General terms of use and storage

- 3.1. Talent Network may restrict the use of Products for all Users or for certain User categories (depending on the User's location, language of the Product, etc.), including:
 - availability/unavailability of certain Product functions,
 - maximum number of applications to the Product in the specified time period;
 - maximum storage time of the content, special parameters of the downloaded content, etc.

Talent Network may prohibit automatic application to its Products and cease reception of any automatically generated information.

Talent Network, in order to protect the User's and its own equipment, may restrict the receipt of any messages and their delivery to the User when:

- such messages contain harmful programs or code,

- Talent Network's automatic filters and anti-virus protection facilities identified the presence of such harmful programs or codes in the said messages.
- 3.2. The User has been notified of, and agrees that Talent Network, for the purposes stated in Clause 3.1. of the Terms, may analyze and examine such harmful programs and codes contained in the said messages in order to improve the quality of operation of Talent Network's automatic filters and anti-virus protection facilities.
 - 3.3. Talent Network may send information messages to its users. By using Talent Network Products, the User also gives his consent to receive advertising messages. The User may refuse to receive advertising messages by using respective functionality of the Product, whereunder or in which connection such advertising messages were received by the user.

The User gives his consent to Talent Network for the notification of other Product Users of the User's public actions, including the User's new publications, actions in respect of other Users' Content and other activity carried out by the User under the Product.

- 3.4. To enhance the quality of Products, Talent Network and/or persons engaged by Talent Network for polling may collect User opinions and feedback on various issues by sending information messages during the next visit of a Product by the User or by contacting the User at the details specified in the User's account (by phoning or E-mailing). The collected feedback and opinions may be used to form statistics to be further applied in Talent Network Products. The User's feedback during a poll may also be published by Talent Network in Talent Network Products both with the specification of the User's name (login) and without it. When providing feedback, the User shall be guided by the requirements of these Terms, including the requirements set forth in Clause 5 hereof.

4. User Content

- 4.1. The User shall bear his own responsibility for the compliance of the content published by the User with the requirements of the applicable legislation, including third-party liability, in cases when the User's publication of some content or its subject matter violates the rights and legal interests of any third parties, including authors' personal non-proprietary rights, other intellectual rights of the third parties and/or encroaches on intangible benefits owned thereby.
- 4.2. The User acknowledges and admits that Talent Network is not obliged to view the content of any kind published and/or disseminated by the User via Talent Network Products and that Talent Network has the right (but is not obliged), at its own discretion, to deny the User publication and/or dissemination of the content or delete any content available via Talent Network Products. The User understands and agrees that he should independently evaluate all risks related to the use of the content, including evaluation of reliability, completeness or usefulness of such content.
- 4.3. The User fully understands and agrees that the technology of the Product operation may require copying (reproduction) of a Talent Network User's content, as well as its processing by Talent Network so that it would meet the technical requirements of a certain Product.

5. Product use

- 5.1. The User shall bear independent responsibility to third parties for his actions related to the Product use, including when such actions lead to violation of any third-party rights and legal interests, as well as for regulatory compliance when using the Product.

5.2. When using Talent Network Products, the User may not:

- 5.2.1. download, send, transmit or in any other way publish and/or disseminate the content that is illegal, harmful, slanderous, offends morality, demonstrates (or encourages) violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination of people on racial, ethnic, sexual, religious, social grounds, contains insults addressed to any persons or organizations, contains elements of (or encourages) pornography, child erotica, is an advertisement (or propaganda) of sexual services (including under the guise of other services), explains the procedure for manufacturing, using or other application of drugs or their analogues, explosives or other weapons;
- 5.2.2. violate third-party rights, including minors and/or do harm to them in any form;
- 5.2.3. impersonate another person or representative of an organization and/or community without sufficient rights thereto, including Talent Network employees, as well as apply any other forms and methods of illegal representation of other persons in the network, or mislead users or Talent Network regarding the properties and characteristics of any entities or objects;
- 5.2.4. download, send, transmit or in any other way publish and/or disseminate the content in the absence of a right to do so under any legislation or other contractual relationship;
- 5.2.5. download, send, transmit or in any other way publish and/or disseminate advertising information, spam, lists of someone else's E-mails that are not specially permitted, or use Talent Network Products in order to take part in the events not agreed upon with Talent Network, or use Talent Network Products solely to redirect users to the pages of other domains;
- 5.2.6. download, send, transmit or in any other way to publish and/or disseminate any materials containing viruses or other computer codes, files or programs designed to violate, destroy or limit the functionality of any computer or telecommunications equipment or programs, to allow unauthorized access, as well as serial numbers to commercial software Products and programs for their generation, logins, passwords and other facilities for gaining unauthorized access to paid resources in the Internet, as well as posting links to the above information;
- 5.2.7. collect and store other persons' personal data without authorization thereto;
- 5.2.8. violate normal operation of Talent Network Products;
- 5.2.9. facilitate actions aimed to violate the restrictions and bans imposed hereby;
- 5.2.10. otherwise violate the applicable statutory regulations, including norms of international law.

6. Exclusive rights (intellectual property)

- 6.1. All objects available via Talent Network Products, including the elements of design, text, graphic images, illustrations, videos, software, databases, music, sounds and other objects (hereinafter - Product Content), as well as any content published in Talent Network Products shall be objects of exclusive rights of Talent Network, Users and other owners.
- 6.2. The use of content, as well as any other Product elements is permitted only within the functionality offered by this or that Product. No elements of the Talent Network Product content and no content published in Talent Network Products may be otherwise used without the owner's prior permission. The use shall, notably, mean: reproduction, copying, processing, dissemination on any basis, in-frame display, etc., except as expressly provided by the ap-

plicable legislation of the Republic of Seychelles or the terms of use of a certain Talent Network Product.

The User's use of the elements of the Product content, as well as any content for personal non-commercial use is permitted on condition of preservation of all copyright signs, neighboring rights, trademarks, other copyright notices, preservation of the name (or pen name) of the author/name of rights holder in the original form, preservation of a respective object in the original form, except as expressly provided by the applicable legislation of the Republic of Seychelles or user agreements for a certain Talent Network Product.

7. Third-party information

7.1. Talent Network Products may contain links to other Internet sites (third-party sites). The said third parties and their content are not checked by Talent Network for compliance with certain requirements (reliability, completeness, validity, etc.). Talent Network shall not be liable for any information, materials published on third-party sites that are accessed by the User via Products, including for any opinions or statements expressed on third-party sites, advertisements, etc., as well as for the availability of such sites or content and the consequences of their use by the User.

7.2. A link (in any form) to any site, Product, service, any information of commercial or non-commercial nature shall not be an approval or recommendation of such Products (services, activity) by Talent Network, except as expressly stated in the Products and at Talent Network resources.

8. Limitation of liability

8.1. The User shall use Talent Network Products at his own risk. The Products are provided "as is". Talent Network undertakes no responsibility, including for the Product compliance with the User's purposes;

8.2. Talent Network does not guarantee that:

- The Products comply/will comply with the User's requirements;
- The Products will be provided continuously, quickly, reliably and error-free;
- the results that may be obtained with the use of the Products will be accurate and reliable and may be used for any purposes or in any quality (for example, to establish and/or certify any facts);
- the quality of any Product, service, information, etc. obtained with the use of the Products will meet the User's expectations;

8.3. Any information and/or materials (including downloaded software, letters, any instructions and guidances, etc.), which can be accessed by the User with the help of Talent Network Products, may be used by the User at his own risk and the User shall bear independent responsibility for the possible consequences of use of the said information and/or materials, including the damage that may be caused to the User's or a third-party computer thereby, for the loss of data or any other harm;

8.4. Talent Network shall not be liable for any kind of damage caused as a result of the User's application of Talent Network Products or certain parts/functions of Products;

- 8.5. Talent Network shall not be liable for any events that may include but are not limited to civil, criminal and administrative actions that may arise from you using blockchain and digital assets if such use is forbidden or otherwise limited in your country.
- 8.6. Talent Network, its officers, directors, employees, and agents do not provide investment advice, financial advice, trading advice, legal advice, or any other sort of advice. You should consult your legal, tax, and financial professionals for advice on every specific matter. No communication or information provided to you by Talent Network is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice.
- 8.7. Talent Network does not recommend that any specific digital assets should be bought, earned or otherwise acquired, held, or sold by you. You should conduct your own research and consult your legal, tax, and financial professional before making any decision to enter into Deals or use Services on the Platform. The Company will not in any event be liable for your decisions to buy, earn or otherwise acquired, hold or sell any specific digital assets or use any Services on the Platform.
- 8.8. Talent Network may from time to time post official announcements, news, notices, etc. (the "Announcements") on the Website. In no event shall Talent Network be liable for any losses arising from you neglecting or ignoring the Announcements.
- 8.9. Under any circumstances, Talent Network's responsibility shall be defined solely by a competent court of the Republic of Seychelles and shall be laid on it on condition there is established fault in its actions.

9. Miscellaneous

- 9.1. These Terms represent a legal agreement between the User and Talent Network regarding the manner of the Product use and shall replace all previous agreements between the User and Talent Network if there were any or that existed earlier between Talent Network and the User.
- 9.2. These Terms shall be governed and construed in accordance with the law of the Republic of Seychelles. All matters not covered hereby shall be resolved in accordance with the law of the Republic of Seychelles. All possible disputes resulting from the relationship governed hereby shall be settled in the manner prescribed by the current law of the Republic of Seychelles according to the Seychelles rules of law.
- 9.3. Unless as otherwise provided by the text hereof, "law" shall mean:
- the law of the Republic of Seychelles;
 - the legislation of the User's location applicable to the User.
- 9.4. If, for the use of certain functions, Talent Network Products imply an option of paid subscription according to certain rates, purchase of services or goods, purchase of access to certain content, or if payment is required for the use of certain functions or a fee is required, the User shall make payment for subscription according to certain rates, for services or goods, for the selected content or certain functions, or shall pay fees by way of prepayment, unless as otherwise stipulated in the documents mentioned in Clause 1.3. of the Agreement. Unless as expressly indicated otherwise, such terms as "payment" or "prepayment", for the purpose of this clause, imply the performance of actions by the user aimed to make certain, including periodical, payments or other consideration.

- 9.5. If, for one reason or another, one or more of the provisions of these Terms are found to be invalid or unenforceable, it shall not affect the validity or applicability of the remaining provisions of the Terms.
- 9.6. Omission on Talent Network's part in case of violation by the User or other users of the provisions of the Terms does not deprive Talent Network of the right to undertake respective actions for the protection of its interests in future and does not mean Talent Network's waiver of its rights in case of any further violation of the same or similar kind.
- 9.7. The User is solely responsible for abiding by any local laws and regulation that may apply to the User arising from the use of the Platform and digital assets. The User shall take into consideration his obligation to local tax authorities. Users must also factor, to the extent of their local law all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All Talent Network Users and any of its services acknowledge and declare that the source of their funds come from a legitimate manner and are not derived from illegal activities. Talent Network maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate the account and funds of Users which are flagged out or investigated by legal mandate.
- 9.8. Should any provision of these Terms be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected. If any provision is determined to be unenforceable, you agree to an amendment by Talent Network of such provision to provide for enforcement of the provisions intent, to the extent permitted by applicable law.
- 9.9. These Terms are made in English and, in certain cases, may be provided to the User for review in other language. In case of discrepancy between the version of the Terms in English and the version of the Terms in other language, the provisions of the English version shall be applied.
- 9.10. These Terms shall remain in force until terminated by Talent Network. Talent Network may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.
- 9.11. If any questions have not been regulated by these Terms, they shall be regulated under the Applicable Law.
- 9.12. These Terms are a legally binding agreement and together with its other integral parts constitutes an entire agreement between you and Talent Network.
- 9.13. In an event the Website shall be available in multiple languages, English version of the Terms shall prevail.
- 9.14. Should you have any comments, questions, or complaints, please contact us at support@streamity.org or through live chat on our website.

Talent Network Limited

Contact Information:

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