

TERMS AND CONDITIONS

THE JAZZ FINTECH (BROKTRADING LTD)

A Cyprus Limited Liability Company

Registration Number: HE 342927

Last Updated: 19/01/2026 | Version 2.0 (MoR Edition)

IMPORTANT NOTICE REGARDING PAYMENT PROCESSING

PLEASE READ CAREFULLY: All purchases of our products and services are processed by our authorized Merchant of Record (hereinafter the "MoR"), who acts as the seller of record for all transactions. By making a purchase, you enter into a separate agreement with the MoR for payment processing, billing, tax collection, and related matters. This arrangement does not affect your rights to use our products under these Terms and Conditions.

ARTICLE 1 - INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 General Introduction

These Terms and Conditions ("Terms", "Agreement") constitute a legally binding agreement between you ("User", "Customer", "you", "your") and **BROKTRADING LTD** ("Company", "we", "us", "our"), a private limited liability company incorporated under the laws of the Republic of Cyprus, with registered office at Orfeos Street 18B, 1070 Nicosia, Cyprus, Cyprus, and registration number HE 342927, operating under the trading name **THE JAZZ FINTECH**.

This Agreement governs your access to and use of our websites at www.thejazzfintech.com and www.pfarmour.com (the "Website" or "Platform"), our Expert Advisors ("EA" or "EAs"), our proprietary trading dashboard desktop software e web app (the "Dashboard"), access keys and license (the "Access Keys"), and all related digital products, services, content, features, and functions (collectively, the "Services" or "Products").

The Company operates as a financial technology ("fintech") enterprise specializing in the development, distribution, and licensing of automated trading software solutions, software analytical tools, and related digital products.

1.2 Merchant of Record Arrangement

IMPORTANT: All sales transactions for our Products are processed through our authorized Merchant of Record ("MoR"), which is "Paddle". Paddle means:

- where the Buyer is purchasing the Product from within the United States, Paddle.com Inc whose registered office address is at 3811 Ditmars Blvd, 1071, Astoria, NY 11105-1803, USA; and
- otherwise, for sales of the Product made in the rest of the world: Paddle.com Market Limited whose registered office address is at Judd House, 18-29 Mora Street, London, EC1V 8BT, UK

The MoR arrangement means that:

- (a) The MoR acts as the legal seller of record for all purchases of our Products;
- (b) The MoR processes all payments, handles billing, and collects applicable taxes (VAT, GST, sales tax) on behalf of the transaction;

- (c) Your payment relationship, including payment processing, refund processing, and billing disputes, is directly with the MoR;
- (d) The MoR is responsible for tax compliance, remittance, and providing tax invoices/receipts;
- (e) You will receive purchase confirmations and invoices from the MoR, not directly from the Company;
- (f) The Company remains responsible for the Products themselves, licensing, technical support, and all non-payment-related aspects of your relationship with us.

By completing a purchase, you agree to the MoR's terms of service and privacy policy in addition to these Terms. The MoR's terms can be found in the Appendices 1 and Appendices 2 of this Terms and Conditions, and also at:

<https://www.paddle.com/legal/invoiced-business-terms>

<https://www.paddle.com/legal/invoiced-consumer-terms>

1.3 Acceptance of Terms

BY ACCESSING, BROWSING, OR USING THE WEBSITE, PURCHASING, DOWNLOADING, INSTALLING, OR USING ANY OF OUR PRODUCTS OR SERVICES, CREATING AN ACCOUNT, OR BY CLICKING "I AGREE", "I ACCEPT", "CONTINUE", OR ANY SIMILAR BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY: (A) THESE TERMS AND CONDITIONS; (B) THE MERCHANT OF RECORD'S TERMS OF SERVICE; AND (C) ALL SUPPLEMENTARY DOCUMENTS REFERENCED HEREIN.

If you are entering into this Agreement on behalf of a company or legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

1.4 Supplementary Documents

These Terms incorporate by reference: (a) Privacy Policy; (b) Cookie Policy; (c) End User License Agreement (EULA); (d) Risk Disclaimer; (e) Service Level Agreement (SLA); (f) Acceptable Use Policy; and (g) the Merchant of Record's Terms of Service and Policies (Appendices 1 and Appendices 2).

1.5 Eligibility Requirements

To use our Products and/or our Services, you must: (a) Be at least 18 years of age or the age of legal majority in your jurisdiction; (b) Have the legal capacity to enter into binding contracts; (c) Not be located in a jurisdiction where such access would be prohibited; (d) Not be subject to economic sanctions or trade restrictions; (e) Provide accurate information during registration; and (f) Comply with all applicable laws.

ARTICLE 2 - DEFINITIONS AND INTERPRETATION

2.1 Definitions

"Access Keys" means the unique license keys, activation codes, API keys, or other digital credentials, issued by the Company and/or generated by you, to enable use of the Products.

"Account" means the user account created on the Platform to access the Services.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

"Dashboard" means the Company's proprietary trading dashboard desktop software and web app providing market and/or portfolio analysis, risk analysis, trading's friction costs analysis, and related features.

"Expert Advisor" or "EA" means the Company's automated trading software programs designed to execute trades on Trading Platforms.

"License" means the limited rights granted to use the Products subject to these Terms and the EULA.

"Merchant of Record" or "MoR" means *Paddle*, the third-party payment processor that acts as the seller of record for all purchase transactions. *Paddle* means:

- where the Buyer is purchasing the Product from within the United States, Paddle.com Inc whose registered office address is at 3811 Ditmars Blvd, 1071, Astoria, NY 11105-1803, USA; and
- otherwise, for sales of the Product made in the rest of the world: Paddle.com Market Limited whose registered office address is at Judd House, 18-29 Mora Street, London, EC1V 8BT, UK.

"Order" means your purchase order for Products, processed through the MoR.

"Partners" means the Company's business partners, resellers, distributors, and marketing affiliates.

"Products" means the Expert Advisors, Dashboard desktop software and web app, Access Keys, and other digital products offered by the Company.

"Services" means all products, features, services, content, and functionality provided by the Company.

"Subscription" means a recurring payment arrangement for access to Products for a specified period.

"Trading Platform" means third-party platforms on which the EAs operate.

2.2 Interpretation

In these Terms: (a) headings are for convenience only; (b) singular includes plural and vice versa; (c) "including" means "including without limitation"; (d) references to statutes include amendments; (e) "writing" includes electronic communication.

ARTICLE 3 - ACCOUNT REGISTRATION AND SECURITY

3.1 Account Creation

To access certain features and purchase Products, you must create an Account. You agree to: (a) Provide accurate, current, and complete registration information; (b) Maintain and update your information; (c) Maintain security of your login credentials; (d) Notify us immediately of unauthorized access; (e) Accept responsibility for all activities under your Account; and (f) Not create multiple Accounts without consent.

3.2 Account Security

You are responsible for: (a) Creating a strong, unique password; (b) Not sharing your credentials; (c) Enabling two-factor authentication if available; (d) Logging out after sessions on shared devices; and (e) Complying with security measures we implement.

3.3 Account Verification

We may verify your identity and require: (a) Government-issued ID; (b) Proof of address; (c) Additional documentation for KYC/AML compliance; and (d) Other information as reasonably requested.

3.4 Account Suspension and Termination

We may suspend or terminate your Account for: (a) Violation of these Terms; (b) Fraudulent or illegal activity; (c) Non-payment (as reported by the MoR); (d) Provision of false information; (e) Harmful activity; (f) Security concerns; (g) Extended inactivity; (h) Legal requirements; or (i) Discontinuation of Services.

ARTICLE 4 - PRODUCTS AND SERVICES DESCRIPTION

4.1 Expert Advisors (EAs)

Our Expert Advisors are automated trading software programs designed to: (a) Operate on supported Trading Platforms (MT4, MT5); (b) Execute trades based on predefined user's algorithms or manual orders; (c) Analyse market data; (d) Manage positions automatically.

IMPORTANT: EAs do not guarantee profits. Past performance is not indicative of future results. Trading involves substantial risk of loss. You are solely responsible for all trading decisions.

4.2 Trading Dashboard

The Dashboard desktop software and web app provides: (a) Portfolio's data visualization; (b) Portfolio and Risk Management configuration tools; (c) Trade and Friction costs analytics; (e) Platform integration (available by the desktop version only); (f) Historical trades records; (g) where applicable, additional usage or analytical features and tools.

4.3 Access Keys and Licensing

Access to Products, where applicable, may be controlled through Access Keys which: (a) Authenticate your use of Products; (b) Are tied to your Account and license; (c) May be limited to specific devices/accounts; (d) Are non-transferable; (e) Must be kept confidential; and (f) May be deactivated if misused.

4.4 Service Availability

We use commercially reasonable efforts to maintain availability but: (a) Services may have scheduled maintenance; (b) Unscheduled downtime may occur; (c) We may modify or discontinue features; (d) New features may have additional terms; and (e) Use is subject to the SLA.

ARTICLE 5 - FEES, PAYMENT, AND BILLING

5.1 Pricing

Product prices are displayed on our website www.pfarmour.com and/or Dashboard desktop software and web app, at checkout. All prices are processed by the MoR and may be shown in various currencies. The MoR determines the final price including applicable taxes based on your location.

5.2 Merchant of Record Payment Processing

All payments are processed by our Merchant of Record, *Paddle*. This means:

- (a) Payment Relationship: Your payment contract is with the MoR, not directly with the Company. The MoR is the seller of record appearing on your payment statements.
- (b) Payment Methods: The MoR accepts various payment methods including credit/debit cards, PayPal, and other methods as available. Accepted methods may vary by region.
- (c) Currency and Conversion: The MoR handles currency conversion. You may be charged in your local currency or USD/EUR depending on your location and payment method.
- (d) Tax Collection: The MoR calculates and collects all applicable taxes (VAT, GST, sales tax) based on your location. Tax rates are determined by the MoR in compliance with local laws.

(e) Invoices and Receipts: The MoR provides all invoices, receipts, and tax documentation. These will be sent to your email and/or available in the MoR's customer portal (if it is provided).

(f) Billing Inquiries: For billing questions, payment issues, or invoice requests, contact the MoR directly through their support channels or through links in your purchase confirmation.

5.3 Subscriptions and Automatic Renewal

For subscription Products: (a) The MoR will automatically charge your payment method at each renewal; (b) You authorize recurring charges when subscribing; (c) Renewal occurs unless cancelled before the renewal date; (d) Subscription management (cancellation, plan changes) is handled through the MoR's portal (if it is provided); (e) The MoR will send renewal reminders before charging; and (f) Price changes will be communicated in advance.

5.4 Taxes

The Merchant of Record handles all tax-related matters:

(a) Tax Calculation: The MoR automatically calculates applicable taxes (VAT, GST, sales tax) based on your billing address and local tax requirements.

(b) Tax Collection and Remittance: The MoR collects taxes at checkout and remits them to the appropriate tax authorities on your behalf.

(c) Tax Invoices: The MoR provides VAT-compliant invoices. For EU business customers, provide your VAT number during checkout to apply reverse charge if eligible.

(d) Tax Exemptions: If you are tax-exempt, provide documentation to the MoR through their support channels.

(e) The Company does not handle tax collection, and all tax-related inquiries should be directed to the MoR.

5.5 Failed Payments

If payment fails: (a) The MoR will attempt to process payment again; (b) You will receive notification of failed payment; (c) Access may be suspended until payment succeeds; (d) After multiple failures, your subscription may be cancelled; and (e) Outstanding amounts remain due.

ARTICLE 6 - REFUNDS AND CANCELLATIONS

6.1 Refund Processing Through MoR

Paddle acts as the seller of record. This means: (a) Refunds are processed BY the MoR, not directly by the Company.

Our products qualify as digital content not supplied on a tangible medium.

EU/EEA consumers are generally entitled to a 14-day statutory right of withdrawal for distance contracts.

However, pursuant to the EU Consumer Rights Directive, the right of withdrawal does not apply once the performance of digital content has begun, provided that:

- (i) you have expressly requested the immediate supply of the digital content;**
- (ii) you have expressly acknowledged that you will lose your right of withdrawal once the performance has begun; and**
- (iii) the download or access to the digital content has started.**

If these conditions are not met, your statutory right of withdrawal remains fully applicable. All refunds are processed by the Merchant of Record. The refund process works as follows:

- (a) Refund Requests:** Submit refund requests through the MoR's customer portal (if it is provided) or by contacting the MoR directly. You may also contact our support if strictly necessary, and we will liaise with the MoR.
- (b) Refund Eligibility:** Refund eligibility is subject to the MoR's policies.
- (c) Refund Method:** Refunds are processed to the original payment method by the MoR.
- (d) Refund Timeline:** depend on the MoR's processing policies and your payment provider
- (e) Tax Refunds:** When a refund is issued, the MoR also refunds any taxes collected on the original transaction.

6.2 Subscription Cancellation

To cancel a subscription: (a) Use the MoR's customer portal (if it is provided); (b) Contact MoR support; or (c) Contact our support for assistance. Cancellation takes effect at the end of the current billing period. No partial refunds for unused subscription time unless required by law.

6.3 Chargebacks and Disputes

Payment disputes and chargebacks are handled by the MoR. Before initiating a chargeback with your bank, please: (a) Contact the MoR to resolve the issue; (b) Contact our support if needed; and (c) Allow reasonable time for resolution. Fraudulent chargebacks may result in account termination and legal action.

ARTICLE 7 - LICENSE GRANT AND INTELLECTUAL PROPERTY

7.1 License Grant

Subject to these Terms and payment confirmation from the MoR, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) Access and use the

Products and Services; (b) Download, install, and use Products on authorized devices; (c) Use Access Keys for their intended purpose; and (d) Access Content for personal or internal business use.

This license is subject to restrictions detailed in the EULA, including prohibitions on copying, modifying, reverse engineering, distributing, or creating derivative works.

7.2 Intellectual Property Ownership

The Company and its licensors own all rights in: (a) The Services, and Products; (b) All Content provided by the Company; (c) All Intellectual Property Rights therein; (d) All modifications and derivative works; (e) All Feedback you provide; and (f) Aggregated, anonymized usage data.

Nothing in these Terms transfers ownership of any Intellectual Property to you.

7.3 Trademarks

The Company's name, logo, and related marks are trademarks of the Company. You may not use these without prior written permission.

ARTICLE 8 - USER OBLIGATIONS AND PROHIBITED CONDUCT

8.1 User Responsibilities

You are responsible for: (a) Complying with all applicable laws; (b) Maintaining account and Access Key security; (c) All activities under your Account; (d) Hardware, software, and connectivity requirements; (e) Compatibility verification; (f) All trading decisions; (g) Data backup; and (h) Compliance with third-party terms.

8.2 Prohibited Uses

You must not: (a) Violate any law or regulation; (b) Infringe third-party rights; (c) Transmit malicious code; (d) Attempt unauthorized access; (e) Interfere with Services; (f) Engage in market manipulation or fraud; (g) Circumvent security features; (h) Harvest user data; (i) Impersonate others; (j) Engage in money laundering; (k) Use for illegal gambling; (l) Send spam; or (m) Enable others to do any prohibited activity.

8.3 Compliance with Laws

You must comply with all applicable laws including financial services regulations, securities laws, AML/CTF laws, sanctions, tax laws, data protection laws, and consumer protection laws.

ARTICLE 9 - DISCLAIMERS AND LIMITATIONS

9.1 Disclaimer of Warranties

THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES, PARTNERS, THE MERCHANT OF RECORD, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9.2 No Financial Advice

THE COMPANY IS NOT A FINANCIAL ADVISOR. THE SERVICES CONNECTED TO THE SOFTWARE (WHEN PROVIDED) ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE INVESTMENT ADVICE, FINANCIAL ADVICE, OR TRADING RECOMMENDATIONS. YOU ARE SOLELY RESPONSIBLE FOR YOUR TRADING DECISIONS.

9.3 Trading Risks

TRADING INVOLVES SUBSTANTIAL RISK OF LOSS. YOU MAY LOSE ALL OR MORE THAN YOUR INITIAL INVESTMENT. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. THE COMPANY DOES NOT GUARANTEE ANY TRADING OUTCOMES.

9.4 Technology Risks

You acknowledge risks including: software bugs, connectivity issues, system failures, cyber attacks, hardware failures, third-party service failures, and other technological issues. The Company is not liable for losses arising from such risks.

9.5 MoR Disclaimer

The Company is not responsible for: (a) Payment processing errors by the MoR; (b) MoR system outages; (c) Currency conversion rates or fees; (d) Tax calculations by the MoR; or (e) Any actions or omissions of the MoR. Your payment relationship is governed by the MoR's terms.

ARTICLE 10 - LIMITATION OF LIABILITY

10.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES (INCLUDING AFFILIATES, PARTNERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, REVENUE, DATA, GOODWILL, TRADING LOSSES, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

10.2 Cap on Liability

THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES SHALL NOT EXCEED THE GREATER OF: (A) AN AMOUNT EQUAL TO THE AVERAGE CALCULATED ON THE TOTAL FEES PAID BY YOU TO THE COMPANY (VIA THE MoR) DURING THE PREVIOUS 12 MONTH OF THE CLAIM (NET OF ANY ALREADY DISBURSED COSTS FROM THE COMPANY'S, INTER ALIA, FOR TAXES, AND/OR MoR's FEES; THE LIST IS NOT EXHAUSTIVE); OR (B) NINETY EUROS (€90).

10.3 Basis of the Bargain

These limitations form an essential basis of the bargain, reflect a reasonable allocation of risk, and shall apply even if any remedy fails of its essential purpose.

10.4 Jurisdictional Limitations

Some jurisdictions do not allow certain limitations. In such cases, our liability shall be limited to the maximum extent permitted by law.

ARTICLE 11 - INDEMNIFICATION

11.1 Indemnification by User

You agree to defend, indemnify, and hold harmless the Company, its Affiliates, Partners, the Merchant of Record, and their respective officers, directors, board members, shareholders, executives, managers, employees, agents, representatives, contractors, successors, and assigns (collectively, "Indemnified Parties") from and against any claims, damages, losses, costs, and expenses (including attorneys' fees) arising from:

- (a) Your use or misuse of the Services or Products;
- (b) Your violation of these Terms or any supplementary policies;
- (c) Your violation of any applicable law or third-party right;
- (d) Your trading activities or investment decisions;
- (e) Your User Content or data;
- (f) Your negligence, willful misconduct, or fraud;
- (g) Disputes between you and third parties (including brokers or prop firms);
- (h) Your failure to pay applicable taxes (except those collected by MoR);
- (i) Fraudulent chargebacks initiated by you;
- (j) Unauthorized use of your Account or Access Keys; and

(k) Any claim that your use of the Services caused damage to a third party.

11.2 Indemnification Procedures

Indemnified Parties shall: (a) Promptly notify you of any claim; (b) Provide reasonable cooperation at your expense; and (c) Grant you control of the defense, provided you do not settle without consent if it imposes liability on Indemnified Parties.

11.3 Scope and Survival

These indemnification obligations: (a) Survive termination; (b) Apply regardless of liability limitations elsewhere; (c) Are in addition to other remedies; and (d) Extend to all Affiliates, Partners, management, directors, officers, employees, and representatives as third-party beneficiaries.

ARTICLE 12 - GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

These Terms shall be governed by the laws of the Republic of Cyprus, without regard to conflict of law principles. Note that your payment relationship with the MoR may be governed by different laws as specified in the MoR's terms.

12.2 Informal Dispute Resolution

Before formal proceedings, parties agree to attempt resolution through negotiation within 30 days of written notice.

12.3 Arbitration

Unresolved disputes shall be settled by binding arbitration administered by the Cyprus Arbitration and Mediation Centre (CAMC). Arbitration shall be conducted by a single arbitrator in Nicosia, Cyprus, in English. The arbitrator's award is final and binding.

12.4 Payment Disputes

Disputes related to payments, billing, or refunds should first be directed to the Merchant of Record. The MoR has its own dispute resolution procedures as specified in their terms of service.

12.5 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS.

12.6 Time Limitation

To the fullest extent permitted by law Any claim must be filed within one (1) year after it arose, or it is forever barred.

ARTICLE 13 - THIRD-PARTY SERVICES

13.1 Third-Party Services

The Services integrate with third-party products and services including: (a) Trading platforms; (b) The Merchant of Record for payment processing; (c) Data providers; (d) Cloud hosting providers; and (e) database solution providers; (f) Other third-party services. We do not control and are not responsible for third-party services.

13.2 Merchant of Record

Our Merchant of Record, *Paddle*, is an independent third party. Your use of their services is governed by their own terms and policies. We are not liable for: (a) MoR service outages; (b) Payment processing errors; (c) MoR's handling of your data; (d) Currency conversion or fees; or (e) Any other MoR actions or omissions.

13.3 Broker and Prop Firm Relationships

The Company is not a broker or a prop firm. Your broker and prop firm relationship is separate and independent. We have no responsibility for broker and prop firms' actions, solvency, or disputes.

ARTICLE 14 - DATA PROTECTION AND PRIVACY

14.1 Data Processing

We process your personal data in accordance with our Privacy Policy and applicable data protection laws including GDPR.

14.2 MoR Data Processing

When you make a purchase, the Merchant of Record collects and processes certain personal data including payment information, billing address, and transaction details. The MoR processes this data as an independent controller under their own privacy policy. We receive limited transaction data from the MoR necessary to fulfill your order and provide support.

14.3 Data Security

We implement appropriate security measures. However, no method is completely secure. You acknowledge that you transmit data at your own risk.

ARTICLE 15 - FORCE MAJEURE

Neither party shall be liable for failure or delay due to circumstances beyond reasonable control, including: natural disasters, pandemics, war, terrorism, strikes, government actions, cyber attacks, power outages, telecommunications failures, MoR service disruptions, and third-party service failures.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Entire Agreement

These Terms, together with supplementary documents and the MoR's terms, constitute the entire agreement between you and the Company.

16.2 Amendments

We may modify these Terms at any time. Material changes will be notified 30 days in advance. Continued use constitutes acceptance.

16.3 Waiver

No failure to exercise any right operates as a waiver. Waivers must be in writing.

16.4 Severability

If any provision is invalid, it shall be modified to the minimum extent necessary or severed, with remaining provisions continuing in effect.

16.5 Assignment

You may not assign these Terms without our consent. We may freely assign.

16.6 Relationship of Parties

Nothing creates a partnership, joint venture, employment, or agency relationship.

16.7 No Third-Party Beneficiaries

Except for Indemnified Parties, these Terms benefit only the parties and their successors.

16.8 Notices

Notices shall be in writing. Company notices to your registered email are effective upon sending. Your notices to us should be sent to compliance@thejazzfintech.com.

16.9 Survival

Provisions that by their nature should survive termination shall survive, including definitions, IP rights, disclaimers, limitations, indemnification, and dispute resolution.

16.10 Language

This Agreement is drawn up in the English language, which shall be the governing language for all purposes of interpretation.

Any translation of this Agreement into another language is provided for convenience only and shall have no legal effect. In the event of any inconsistency or conflict between the English version and any translation, the English version shall prevail.

Notwithstanding the foregoing, where mandatory provisions of applicable law or requirements of a competent court or authority in the Republic of Cyprus require the use of the Greek language, the Greek version shall prevail solely for such mandatory purposes.

For the avoidance of doubt, the parties expressly agree that the English language version shall be the reference version for all contractual, commercial, and interpretative purposes, including in any arbitration proceedings, save where Greek is mandatorily required by law.

ARTICLE 17 - CONTACT INFORMATION

Company Contact:

THE JAZZ FINTECH (BROKTRADING LTD)

Registered Address: Orfeos Street 18B, 1070 Nicosia, Cyprus, Cyprus

Email: info@thejazzfintech.com; info@pfarmour.com

Legal: compliance@thejazzfintech.com

Websites: www.thejazzfintech.com; www.pfarmour.com

Registration Number: HE 342927

Merchant of Record (Payment/Billing): *Paddle*

Website: <https://www.paddle.com/>



Support: <https://www.paddle.com/help>

APPENDIX 1

Paddle Invoiced Consumer Terms and Conditions

Paddle.com Market Ltd.

Judd House



18-29 Mora Street

London, EC1V 8BT

United Kingdom

Paddle.com Inc

3811 Ditmars Blvd,

1071, Astoria,

NY 11105-1803

USA

Last updated 15 February 2022.

Introduction to the Services

These terms and conditions create a contract ("Agreement") between you ("Buyer") and Paddle (as defined below) and govern your use of the Services.

Paddle is the Merchant of Record and authorised reseller of the Product for the Supplier, which means that you purchase the Product from Paddle using the Services, but the Product is licensed to you by the Supplier.

Please read the Agreement carefully. By placing an order with Paddle, you agree to the terms and conditions set out in both this Agreement and the Supplier Agreement.

WHERE A PRODUCT IS DIGITAL CONTENT WHICH IS IMMEDIATELY MADE AVAILABLE, BY DOWNLOADING OR OTHERWISE ACQUIRING THE PRODUCT, YOU CONSENT TO IMMEDIATE PERFORMANCE OF THIS AGREEMENT AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT OF WITHDRAWAL FROM THIS AGREEMENT ONCE THE DOWNLOAD OR APPLICABLE TRANSMISSION OF THE DIGITAL CONTENT HAS BEGUN

If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Agreement, including the Governing Law clause, affects your rights as a Consumer to rely on such mandatory provisions of local law.

Definitions and interpretation

"Confidential Information" means any commercial, financial or technical information; information relating to the Product; the Services; plans or strategy, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Agreement;

"Consumer" means a Buyer who is purchasing the Product or using the Services wholly or mainly for their personal use;

"Digital Content" means data which is produced and supplied in digital form;

"Paddle" means

- where the Buyer is purchasing the Product from within the United States, Paddle.com Inc whose office is at 3811 Ditmars Blvd, 1071, Astoria, NY 11105-1803, USA; and
- otherwise, for sales of the Product made in the rest of the world: Paddle.com Market Limited whose office is at Judd House, 18-29 Mora Street, London, EC1V 8BT, UK

and in either case is also referred to in this Agreement as 'us', 'we', and 'our';

"Paddle Invoicing" means Paddle invoicing Buyers for the Product and collecting payment by bank transfer or other agreed payment method;

"Product" means the Supplier's software or digital product(s) and/or Digital Content licensed for use by the Buyer under the terms of the Supplier Agreement;

"Supplier" means the licensor of the Product;

"Supplier Agreement" means the Supplier's terms and conditions in respect of the Product;

"Services" means Paddle's services through which you can buy, get, licence, rent or subscribe to the Product (and which for the avoidance doubt includes Paddle Invoicing); and

"Transaction" means acquiring the Product via our Services for free or for a charge.

Contract Formation

By completing a Transaction through Paddle Invoicing, you make a binding offer to enter into a contract with Paddle, subject to the terms of this Agreement. The Transaction process consists of the following steps:

Step one: you select the desired Product and agree the terms of the Supplier Agreement;

Step two: your personal data, required for the Transaction, delivery of the Product and submitting invoices to you, is collected by us in accordance with the Privacy section below.

Step three: we will send you an email to the email address you provided in step two. The email will invite you to accept this Agreement and view the invoice for the Product.

Final step: You can pay the invoice for the Product by following the instructions on the invoice.

Your Agreement with Paddle is concluded upon the successful transmission of the Product and payment of the invoice in full, subject to the terms of this Agreement.

Software

Where any Product supplied is, or includes, software (“Software”), the Software is licensed by the relevant Supplier pursuant to the Supplier Agreement included with Software (or other applicable terms associated with non-Software Products, including recurring purchases or billing services) or otherwise agreed between you and the Supplier.

Payment, taxes and refunds

Paddle will charge your chosen payment method for any paid Transactions, including any applicable taxes according to the tax jurisdiction in which the Transaction is taken place. If you pre-order the Product, you'll be charged upfront, during which time you can request a refund for whatever reason until the content is delivered, after which the standard refund policy applies.

You agree to receipt of all invoices and receipts in an electronic format, which includes email. Product prices may change at any time. If technical problems prevent or unreasonably delay delivery of the Product, your exclusive and sole remedy is either replacement of the Product or refund of the price paid, as determined by Paddle. When providing us with your information, you must ensure that it is up-to-date and accurate. Paddle will not be responsible for the event of non-receipt of the Product due to incorrect information being provided by you. To make amendments to your order,

please contact us [here](#). We reserve the right to not fulfil and to cancel orders if we do not receive payment.

Termination and Suspension of Services

If you fail, or Paddle suspects that you have failed, to comply with any of the provisions of this Agreement, Paddle may, without notice to you: (i) terminate this Agreement, and you will remain liable for all amounts due up to and including the date of termination; and/or (ii) terminate your license to the Product; and / or (iii) preclude your access to the Services. Paddle further reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time with or without notice to you, and Paddle will not be liable to you or to any third party should it exercise such rights. To the extent possible, Paddle will warn you in advance of any modification, suspension or discontinuance of the Service. Termination of the Service will not affect any rights accrued thereunder or the Product that you have already acquired.

Where Paddle suspects that fraudulent activities are being conducted by you, we have the right to cancel and block your usage of our Services without notice. Paddle may also liaise with relevant authorities for law enforcement and financial crime prevention reasons and pass your details on to authorities should evidence be found confirming malicious or fraudulent or other criminal activity.

Consumer Right to Cancel

If you are a Consumer and unless the below exception applies, you have the right to cancel this Agreement and return the Product within 14 days without giving any reason. The cancellation period will expire after 14 days from the day after completion of the Transaction. To meet the cancellation deadline, it is sufficient that you send us your communication concerning your exercise of the cancellation right before the expiration of the 14 day period.

To cancel your order, you must inform Paddle of your decision. To ensure immediate processing, please do so by contacting us [here](#). Please note that in respect of subscription services your right to cancel is only present following the initial subscription and not upon each automatic renewal.

You also have the right to inform us using a model cancellation form or by making any other clear, unambiguous statement through our available communication channels. If you use our "[Contact Us](#)" form online, we will communicate acknowledgment of receipt of your cancellation request to you without delay.

Effect of Cancellation

If you cancel this Agreement as permitted above, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Agreement.

We will make the reimbursement using the same means of payment as you used for the initial transaction and you will not incur any fees as a result of the reimbursement.

Exception to the Right to Cancel

Your right as a Consumer to cancel your order does not apply to the supply of Digital Content that you have started to download, stream or otherwise acquire and to Products which you have had the benefit of.

Refund Policy

Refunds are provided at the sole discretion of Paddle and on a case-by-case basis and may be refused. Paddle will refuse a refund request if we find evidence of fraud, refund abuse, or other manipulative behaviour that entitles Paddle to counterclaim the refund.

This does not affect your rights as a Consumer in relation to Products which are not as described, faulty or not fit for purpose.

Payment by wire transfer

It's your responsibility to provide us with the correct payment details (your unique bank transfer reference number), Company VAT / sales tax code and order information to avoid delays in your order fulfilment, as we may be unable to reconcile or refund such transactions. Orders, where payments are made via wire transfer, are not protected under the CCA (Consumer Credit Act) and are therefore not eligible for a refund. However, in cases where the transaction amount, including sales tax or where the sales tax refund is above \$ / £ / €100, you may be entitled to a refund including the sales tax you paid, at Paddle's discretion.

Indirect Sales Tax refund policy

If you've been charged sales tax on your purchase and are registered for sales tax in the country of purchase, you may be entitled to a refund of the sales tax amount if permitted by the laws applicable in such country. Sales taxes include VAT, GST, Consumption Tax and others as applicable from time to time. For wire transfers, please refer to the Wire Transfer section above for more information regarding eligibility of sales tax refunds.

You must contact Paddle within 60 days after completing the purchase to be eligible for a sales tax refund. This refund will only be processed upon the provision of a valid sales tax code for your country.

All refund requests received after 60 days from the date of the Transaction will not be processed.

Subscriptions

The Services may allow you to purchase access to Product on a subscription basis ("Paid Subscriptions"). Paid Subscriptions automatically renew until cancelled. We'll notify you if the price of a Paid Subscription increases and, if required, seek your consent to continue. You'll be charged between 00:00 and 01:00 (UTC) on the day the Paid Subscription period renews. If you wish to cancel your subscription, please contact us [here](#) at least 48 hours before the end of the current billing period. Please make sure you provide your order number and the email address used to purchase the Product. Your cancellation will take effect at the next payment date. There are no refunds on unused subscription periods.

Certain Paid Subscriptions may offer a free trial before charging you. If you decide to unsubscribe from a Paid Subscription before we start charging your payment method, you must cancel the subscription before the expiration of the trial period by contacting us [here](#). If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled your Paid Subscription, you remain responsible for any uncollected amounts. We reserve the right to cancel your Paid Subscription if we are unable to successfully charge your payment method to renew your subscription.

Contract Changes

Paddle reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be communicated to you and if accepted, will be effective immediately and will be incorporated into this Agreement and will apply to the purchase of any further Products through the Services. In the event you refuse to accept such changes, Paddle will have the right to terminate the Agreement.

Transfer to Supplier

This Agreement and Paddle's rights and obligations under this Agreement will be transferred automatically to the Supplier upon receipt of a written notice from the Supplier requesting the transfer. In such circumstances:

- The Supplier agrees to be bound by this Agreement in every way as if it were the original party to it in place of Paddle
- You will perform the Agreement and be bound by its terms in every way as if the Supplier were the original party to it in place of Paddle.

Third party materials

Paddle is not responsible or liable for third party materials included within or linked from the Product or the Services.

Intellectual Property

You agree that the Services, including but not limited to content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Paddle and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Product in any manner, and you shall not exploit the Services in any manner not expressly authorised.

The Paddle name, the Paddle logo and other Paddle trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Paddle in the U.K. and other countries throughout the world, you are granted no right or license with respect to any of the aforesaid trademarks.

Copyright notice

If you believe that any Products available through the Services infringe a copyright claimed by you, please contact Paddle at help@paddle.com.

Responsibilities and Limitation of Liability

Paddle disclaims any and all warranties, express, implied or statutory regarding the Services to the full extent permitted by law and in particular does not warrant that:

- i) your use of the Services will be uninterrupted or error-free; ii) the Services or Products will be free from corruption, attack, viruses, interference, hacking or other security

intrusion which shall be events of Force Majeure, and Paddle disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any Product purchased, acquired or rented using the Service.

In no event will Paddle, its partners, service providers, affiliates or any of their respective directors, officers, employees or agents be liable to the Buyer for any special, incidental, indirect, punitive, exemplary or consequential damages, whether foreseeable or unforeseeable, which may arise out of or in connection with this Agreement, regardless of whether either party has been apprised of the possibility or likelihood of such damages occurring, or whether claims are based or remedies are sought in contract or tort otherwise.

You may have the benefit of a manufacturer's, licensor's or Supplier's warranty with the Products supplied and you should refer to the relevant documentation supplied with the Product in this regard (including the Supplier Agreement).

Waiver and Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect. Paddle's acquiescence in the breach of a provision of this Agreement or failure to act upon such breach does not waive Paddle's right to act with respect to subsequent or similar breaches. Likewise, the delay or failure of Paddle to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Confidentiality

The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information.

Privacy

Paddle will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Buyer data, as described in Paddle's Privacy Policy which can be found at paddle.com/legal/privacy (or such other URL that Paddle may provide from time to time).

Governing law

Specifically excluded from application to this Agreement is the law known as the United Nations Convention on the International Sale of Goods.

Consumers resident in the United States

This Agreement and the relationship between you and Paddle, and all Transactions shall be governed by and construed under the laws of the State of New York, including its Uniform Commercial Code, without reference to conflict of laws principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in New York, NY under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgement on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision

All other Consumers

Except to the extent amended by any provisions of the law of the country in which you are resident, this Agreement and the relationship between you and Paddle, and all Transactions shall be governed by the laws of the England.

APPENDIX 2

Paddle Invoiced Business Terms and Conditions

Paddle.com Market Ltd.

Judd House

18-29 Mora Street

London, EC1V 8BT

United Kingdom

Paddle.com Inc.

3811 Ditmars Blvd,

1071, Astoria,

NY 11105-1803

USA

Last updated 15 February 2022.

Introduction to the Services

These terms and conditions create a contract ("Agreement") between you ("Buyer") and Paddle (as defined below) and govern your use of the Services.

Paddle is the Merchant of Record and authorised reseller of the Product for the Supplier, which means that you purchase the Product from Paddle using the Services, but the Product is licensed to you by the Supplier.

Please read the Agreement carefully. By placing an order with Paddle, you agree to the terms and conditions set out in both this Agreement and the Supplier Agreement.

Definitions and interpretation

"Confidential Information" means any commercial, financial or technical information; information relating to the Product; the Services; plans or strategy, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Agreement;

"Paddle" means

- where the Buyer is purchasing the Product from within the United States, Paddle.com Inc whose registered office address is at 3811 Ditmars Blvd, 1071, Astoria, NY 11105-1803, USA; and
- otherwise, for sales of the Product made in the rest of the world: Paddle.com Market Limited whose registered office address is at Judd House, 18-29 Mora Street, London, EC1V 8BT, UK,

and in either case is also referred to in this Agreement as 'us', 'we', and 'our';

"Paddle Invoicing" means Paddle invoicing Buyers for the Product and collecting payment by bank transfer or other agreed payment method;

"Product" means the Supplier's software or digital product(s) and/or digital content licensed for use by the Buyer under the terms of the Supplier Agreement;

"Supplier" means the licensor of the Product;

"Supplier Agreement" means the Supplier's terms and conditions in respect of the Product;

“Services” means Paddle’s services through which you can buy, get, licence, rent or subscribe to the Product (and which for the avoidance doubt includes Paddle Invoicing); and

“Transaction” means acquiring the Product via our Services for free or for a charge.

Contract Formation

By completing a Transaction through Paddle Invoicing, you make a binding offer to enter into a contract with Paddle, subject to the terms of this Agreement. The Transaction process consists of the following steps: (i) you select the desired Product and agree the terms of the Supplier Agreement; (ii) your data, required for the Transaction, delivery of the Product and submitting invoices to you, is collected by us in accordance with the Privacy section below, (iii) we will send you an email to the email address you provided in step two. The email will invite you to accept this Agreement and view the invoice for the Product, and (iv) you can pay the invoice for the Product by following the instructions on the invoice.

Your Agreement with Paddle is concluded upon the successful transmission of the Product and payment of the invoice in full, subject to the terms of this Agreement.

Software

Where any Product supplied is, or includes, software (“Software”), the Software is licensed by the relevant Supplier pursuant to the Supplier Agreement included with Software (or other applicable terms associated with non-Software Products, including recurring purchases or billing services) or otherwise agreed between you and the Supplier.

Payment and taxes

Paddle will invoice your chosen payment method for any paid Transactions, including any applicable taxes according to the tax jurisdiction in which the Transaction has taken place. You agree to receipt of all invoices and receipts in an electronic format, which includes email.

Termination and Suspension of Services

If you fail, or Paddle reasonably believes that you have failed, to comply with any of the provisions of this Agreement, Paddle may, without notice to you: (i) terminate this Agreement, and you will remain liable for all amounts due up to and including the date of termination; and / or (ii) terminate your license to the Product; and / or (iii) preclude your access to the Services. Paddle further reserves the right to modify, suspend, or discontinue the Services (or any part thereof) at any time with or without notice to you,

and Paddle will not be liable to you or to any third party should it exercise such rights. To the extent possible, Paddle will warn you in advance of any modification, suspension or discontinuance of the Service. Termination of the Service will not affect any rights accrued thereunder or the Product that you have already acquired.

Where Paddle reasonably suspects that fraudulent activities are being conducted by you, we have the right to cancel and block your usage of our Services without notice. Paddle may also liaise with relevant authorities for law enforcement and financial crime prevention reasons and pass your details on to authorities should evidence be found confirming malicious or fraudulent or other criminal activity.

Transfer to Supplier

This Agreement and Paddle's rights and obligations under this Agreement will be transferred automatically to the Supplier upon receipt of a written notice from the Supplier requesting the transfer. In such circumstances:

- The Supplier agrees to be bound by this Agreement in every way as if it were the original party to it in place of Paddle
- You will perform the Agreement and be bound by its terms in every way as if the Supplier were the original party to it in place of Paddle.

Third party materials

Paddle is not responsible or liable for third party materials included within or linked from the Product or the Services.

Intellectual Property

You agree that the Services, including but not limited to content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Paddle and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for in compliance with this Agreement and the Supplier Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Product in any manner, and you shall not exploit the Services in any manner not expressly authorised.

The Paddle name, the Paddle logo and other Paddle trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of Paddle in the U.K. and other countries throughout the world, you are granted no right or license with respect to any of the aforesaid trademarks.

Responsibilities and Limitation of Liability

Paddle disclaims any and all warranties, express, implied or statutory regarding the Services to the full extent permitted by law and in particular does not warrant that (i) your use of the Services will be uninterrupted or error-free. (ii) the Services or Products will be free from corruption, attack, viruses, interference, hacking or other security intrusion which shall be events of Force Majeure, and Paddle disclaims any liability relating thereto. You shall be responsible for backing up your own system, including any Product purchased, acquired or rented using the Service.

In no event will Paddle, its partners, service providers, affiliates or any of their respective directors, officers, employees or agents be liable to the Buyer for any special, incidental, indirect, punitive, exemplary or consequential damages, whether foreseeable or unforeseeable, which may arise out of or in connection with this Agreement, regardless of whether either party has been apprised of the possibility or likelihood of such damages occurring, or whether claims are based or remedies are sought in contract or tort otherwise.

You may have the benefit of a manufacturer's, licensor's or Supplier's warranty with the Products supplied and you should refer to the relevant documentation supplied with the Product in this regard (including the Supplier Agreement).

Waiver and Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect. Paddle's acquiescence in the breach of a provision of this Agreement or failure to act upon such breach does not waive Paddle's right to act with respect to subsequent or similar breaches. Likewise, the delay or failure of Paddle to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Confidentiality

The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information.



Privacy

Paddle will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Buyer data, as described in Paddle's Privacy Policy which can be found at paddle.com/legal/privacy (or such other URL that Paddle may provide from time to time).

Governing law

Specifically excluded from application to this Agreement is the law known as the United Nations Convention on the International Sale of Goods.

Any dispute or claim arising out of or in connection with a contract between Paddle or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.