

Last update date: 04/01/2024

## **User agreement for the use of the web service “H2K Lite”**

This License Agreement (hereinafter referred to as the Agreement) is a public offer - an official offer of NEOETF Management Partner S.à r.l., addressed to any individual with full legal capacity (i.e., has reached the age of 18 years), which governs the relations arising between the User and NEOETF Management Partner S.à r.l. (NEOETF Management Partner) and determines the terms of use of the “H2K Lite” service.

### **1. General Provisions**

1.1. The Agreement is concluded based on the User’s full and unconditional consent to enter into an agreement (acceptance) by familiarizing the User with the terms of the Agreement, performing implied actions by the User and clicking the “I agree to the terms of the License Agreement” button. The text of this Agreement, as well as other additional information, is available on the website: [www.h2k.me](http://www.h2k.me) or in the H2K Lite personal account: [www.my.h2k.me](http://www.my.h2k.me).

1.2. The Agreement concluded by accepting this offer (concluding an agreement via information technology remotely) is regulated by the norms of civil law, since its terms are defined in this Agreement and can be accepted by any person only by joining the proposed Agreement without any exceptions and restrictions. In connection with the above, NEOETF Management Partner recommends that you carefully read the text of this Agreement, and in case of disagreement with any provision, invites you to refuse to accept the offer.

1.3. Acceptance of this offer, and accordingly, the conclusion of this Agreement means that the User agrees that using the service entails completing the registration procedure, including automatically, and agrees to receive letters and messages from NEOETF Management Partner, including of an advertising nature.

### **2. Subject of the Agreement**

2.1. This Agreement defines how the H2K Lite web service (hereinafter referred to as the Service) should be used and is applicable to all Users using the Service in any way, including any functionality of the Service. By using the Service, the User confirms that he has read, understood, and agrees to be bound by the terms of the Agreement.

2.2. NEOETF Management Partner, under a simple (non-exclusive) license, provides the User with a non-transferable right to use the software that ensures the functioning of the Service in the following ways:

- ✓ in the ways provided for in this Agreement. The User guarantees that he will not use the Service in violation of the requirements of current legislation, the terms of this Agreement, in order to cause harm to NEOETF Management Partner, other Users and/or third parties;
- ✓ use of the Service must be carried out for its intended functional purpose.

2.3. Any dispute, claim or petition in any way relating to the use of the Service will be considered in accordance with the laws of the Grand Duchy of Luxembourg.

2.4. NEOETF Management Partner please note that this Agreement may be modified by NEOETF Management Partner at its sole discretion at any time. When changes are made, NEOETF Management Partner undertakes to post a new version of the Agreement through the Service. Also, the “Last Updated Date” line at the top of the Agreement will be updated. Continued use of the Service by the User after changes to the Agreement will constitute acceptance of the changes.

### **3. Terms of use of the Service**

3.1. To be able to use the functionality of the Service, the User must create and register his account, which includes, among other things, an access code - an email address (login), an associated password for access to the services of the Service, and with which the User’s personal data will be compared (“Profile”) User”).

3.2. The service should be used under the name: “H2K Lite”. The User does not have the right to change and/or delete the name of the Service, the copyright symbol or other indications of the owner, copyright holder.

3.3. Use of the Service is permitted only in the ways provided for in this Agreement.

3.4. The User reports the presence of errors or malfunctions that arise during the use of the Service to the Support Service.

3.5. Depending on the User's region, all or some functions of the Service may be unavailable or limited. The use of any technical or software methods to circumvent these restrictions is prohibited.

3.6. For the Service to continue to bring the greatest benefit to Users, as well as to eliminate errors and make other technological changes, NEOETF Management Partner may offer updates to the Service after the User registers in the Personal Account.

### **4. User registration and authorization**

4.1. Use of the Service is possible only if the User registers in the Personal Account and is authorized in the Personal Account in accordance with this Agreement.

4.2. To Register the User in the Personal Account, the User independently accesses the website: my.h2k.me on the Internet.

4.3. When using the Service, in some cases, NEOETF Management Partner may require the User to fill out a questionnaire to obtain additional information in accordance with the requirements of current legislation.

4.4. If the User, during registration or at the request (demand) of NEOETF Management Partner, provides inaccurate information, or if NEOETF Management Partner has reason to believe that the information provided by the User is unreliable, NEOETF Management Partner has the right, at its discretion, to unilaterally block the User’s access to use Service.

4.5. The User undertakes to keep confidential the login and password, as well as other data

through which access to the Service can be obtained on behalf of the User. In case of loss of login, password, or if there is reason to believe that this data (as well as other data) has been acquired by a third party, the User is obliged to submit a request to NEOETF Management Partner using the contact information specified during registration (by contacting the Support Service) about blocking access to your personal account. A request to block access to your personal account is considered by NEOETF Management Partner within 3 (three) hours from the moment the request is sent. All risks arising from failure to fulfill this obligation by the User lie with the User.

## **5. Providing access**

5.1. The Service is generally available 24 hours a day, seven days a week. However, NEOETF Management Partner does not guarantee that the Services will be free from errors and failures during the specified time. NEOETF Management Partner reserves the right to temporarily remove access to services using the Service for routine maintenance, service and upgrades. NEOETF Management Partner will use reasonable efforts to notify the User of any scheduled maintenance in advance but cannot guarantee that such notice will be delivered to the User in a timely manner. The Services are dependent on services provided by third parties (for example, mobile operators, suppliers, banks, etc.). NEOETF Management Partner is not responsible for such services provided by third parties.

## **6. Limitation of liability**

6.1. NEOETF Management Partner is exempt from liability for failure to fulfill obligations under this Agreement if such failure is caused by force majeure, including actions or inactions of government authorities, changes in legislation, sanctions, embargoes, natural disasters, fires, floods, major accidents, other circumstances, beyond NEOETF Management Partner's control and which NEOETF Management Partner could not have foreseen and/or avoided by acting reasonably and with due care. Except as otherwise provided in this Agreement, NEOETF Management Partner is not responsible for any loss or damage caused by violation or unauthorized use of the User Profile in the H2K Lite Service, as well as for indirect losses, such as lost profits or other consequential damage in connection with the User's use Service.

## **7. Responsibility of the parties**

7.1. In case of violation of the terms of this Agreement, resulting in harm to all or one of the parties to the Agreement, the guilty party shall be liable in accordance with the laws of the Grand Duchy of Luxembourg.

7.2. NEOETF Management Partner is not responsible for technical temporary failures and interruptions in the operation of the Service and its components that arose for reasons beyond its control or in the event of scheduled or unscheduled maintenance activities for the Service and its components.

7.3. NEOETF Management Partner is not responsible for temporary failures and interruptions in the operation of communication lines, other similar failures, as well as for malfunctions of the Device from which the User accesses the Service.

7.4. NEOETF Management Partner is not responsible to the User for the actions of other Users or any other participants in the Service.

7.5. NEOETF Management Partner is not responsible for any direct or indirect damage, including lost profits, damage from use, loss of data or any other intangible losses, damage to reputation and other damage arising from: 1) use or inability to use the Service by Users; 2) changes to the terms of the NEOETF Management Partner Agreement.

## **8. Duration and termination of the Agreement**

8.1. Validity. This Agreement begins on the date you accept it (as described in the preamble above) and continues while you use the Service unless terminated earlier in accordance with this Agreement.

8.2. Notwithstanding the foregoing, you hereby acknowledge and agree that this Agreement will become effective upon the occurrence of the earlier of (a) the day on which you first used the Service or (b) the day on which you accepted this Agreement, which shall remain in effect, for as long as you use the Service unless terminated earlier in accordance with this Agreement.

8.3. Termination on your part. If you wish to terminate this Agreement, you may do so by submitting a request to cease using the Service to support.

8.4. Consequences of termination. Termination of this Agreement requires you to delete the Service and cease using it entirely. All provisions of this Agreement which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

## **9. Other provisions**

9.1. All possible disputes arising from or related to this Agreement shall be resolved in accordance with the current legislation of the Grand Duchy of Luxembourg.

9.2. Inaction on the part of NEOETF Management Partner in the event of a violation by any of the Users of the provisions of the Agreement does not deprive NEOETF Management Partner of the right to later take appropriate actions to protect its interests and protect property and non-property rights to the materials of the Service protected in accordance with the law.

9.3. No advice or information, whether oral or written, obtained from NEOETF Management Partner or through the Service shall create any warranty.

9.4. Questions, complaints, claims. For any questions regarding the Service, you can contact us by email: [office@h2k.me](mailto:office@h2k.me).