

## Terms and Conditions

### 1. Introduction

1.1 This document represents the terms and conditions for the use of services provided by UNICUMPAY LLC, which are reserved for the legal and geographical context of the European Union ("Terms and Conditions" or "General Terms of Use" or "Contract") between the user ("User") and UNICUMPAY LLC, based at Kutaisi, Avtomshenebeli Street No. 88 – Land Plot 01/298 – Georgia, tax ID 412769268 ("UNICUMPAY").

1.2 Please read these Terms and Conditions carefully before using UNICUMPAY services, which are reserved for the legal and geographical context of the European Union ("UNICUMPAY Services" or "UNICUMPAY Service"). By using UNICUMPAY Services, you fully accept these Terms and Conditions. UNICUMPAY offers a wide range of services, and you may sometimes be subject to additional terms and conditions. In the case of specific UNICUMPAY Services, you may also be subject to the terms, guidelines, and general conditions applicable to that particular service ("Service Terms"). In the event of a conflict between these Terms and Conditions and the Service Terms, the Service Terms will prevail.

### 2. Definitions

2.1 The following terms are defined as:

- Account: The set of data that uniquely identifies the User (for example: email, user ID, password) and allows them to access UNICUMPAY Services;
- Coin: A virtual point issued by UNICUMPAY in digital format, organized into differentiated packages (Coin Packs) that the User can purchase through the Platform and/or receive as part of specific promotional initiatives activated by UNICUMPAY. Coins can be used by the User solely to purchase Digital Vouchers available on the Platform;
- Community: All Users who, once registered on the Platform, can benefit from UNICUMPAY Services and related initiatives aimed at promoting UNICUMPAY Services and increasing the User's purchasing power;
- Intellectual Property Rights: Includes all intellectual and industrial property rights, including, without limitation, rights related to: (i) registered, applied-for, or de facto trademarks, signs, names, domain names, or other identifiers and distinctive signs; (ii) copyrights, related rights, and sui generis rights (including rights to computer programs and related source codes, object codes, algorithms, databases, data files, raw data, processed data, mathematical models, formulas of any kind and nature); (iii) registered or applied-for patents and utility models; (iv) trade secrets, confidential and proprietary information (including industrial and/or commercial secrets, as well as know-how protected by Italian, European, or foreign unfair competition law); or (v) any other intellectual and industrial property rights;
- Authorized Distributors: Distributors authorized by UNICUMPAY for the sale of Coin Packs and/or Digital Vouchers on the Platform;
- Third-Party Suppliers: Suppliers that UNICUMPAY may use for the provision and management of UNICUMPAY Services;
- Network: The network composed of all Community Users and continuously evolving and expanding as a result of specific initiatives aimed at promoting the Platform and UNICUMPAY Services, which reward the User with special bonuses when they bring new customers who register on the Platform and/or activate UNICUMPAY Services;
- Coin Packs: Differentiated Coin packages that the User can purchase through the Platform;
- Partners: Third parties who make available, distribute, and sell Contract Products on the Platform;
- Platform: The system through which Users can use and activate UNICUMPAY Services, regulated by specific Service Terms;

- Contract Products: Products and/or services offered by Partners within the Platform that can be purchased by the User exclusively using fiat currency;
- Accessory Services: Any accessory services to the Platform and/or UNICUMPAY Services;
- UNICUMPAY Services: Services that the User can activate and/or purchase, free or paid, through the Platform, including specific initiatives aimed at promoting UNICUMPAY Services, governed by these Terms and Conditions and/or specific Service Terms as applicable;
- Service Terms: The specific terms and conditions of each UNICUMPAY Service;
- UNICUMPAY: UNICUMPAY LLC, based at Kutaisi, Avtomshenebeli Street No. 88 – Land Plot 01/298 – Georgia, tax ID 412769268;
- Digital Voucher: A digital voucher that the User can purchase exclusively using Coins and use to purchase specific products and/or services;
- Wallet: The digital container (or wallet) where the Coins available to each User are stored.

### **3. Platform**

3.1 The Platform is a software service owned by UNICUMPAY for managing commercial networks and network systems, regulated by separate Service Terms available at <https://community.premiagift.com>.

3.2 The Platform services are provided by UNICUMPAY with characteristics, features, and associated costs described on the website <https://community.premiagift.com> and provide the User with:

- a) Online access, via Internet connection, to the Platform;
- b) Activation services, following the User's payment of the activation fee, for configuring the User's personal database and access credentials to the Platform;
- c) Platform services consisting of commercial network management and network systems functionalities;
- d) UNICUMPAY Services that the User can activate and/or purchase, free or paid, through the Platform, including possible specific initiatives aimed at promoting UNICUMPAY Services, governed by these Terms and Conditions and/or specific Service Terms as applicable;
- e) Accessory Services with support via ticket service;
- f) A voucher for activating a UNICUMPAY Service package at a promotional price available to the User, to be settled with a specific contract between the User and UNICUMPAY.

### **4. UNICUMPAY Services**

#### **4.1 Coins and Wallet**

- a) Coins are virtual loyalty points in digital format, issued by UNICUMPAY and distributed by Authorized Distributors, organized into differentiated Coin Packs that the User can purchase through the Platform;
- b) Coins are available for purchase by the User in predefined packages, Coin Packs, with varying amounts of Coins and prices and generally with characteristics, conditions, and associated costs described on the website <https://community.premiagift.com>.
- c) Coin Packs can be purchased by the User with fiat currency and/or Coins, under the conditions and methods described on the website <https://community.premiagift.com>.

- d) Following the purchase of a Coin Pack by the User, the Platform will make available to the User a dedicated Wallet, which serves as a digital container (or wallet) where the Coins from the purchased Coin Pack are stored for use.
- e) After purchasing the Coin Pack, the Coins will be progressively credited over time to the Wallet in a monthly credit schedule spanning 25 (twenty-five) months from the date of the Coin Pack purchase. Specific criteria and conditions, differentiated by the type of Coin Pack purchased, are described on the website <https://community.premiagift.com> and within the purchased Coin Pack's description.
- f) Each Coin has a symbolic economic value of 0.002 euros, with the currency denomination determined based on the legal and geographical context of the European Union to which UNICUMPAY Services apply.
- g) Coins available in the Wallet can only be used by the User to purchase Digital Vouchers offered within the Platform.
- h) Following the User's purchase of a Coin Pack, the Platform generates the relevant receipt, issued by the Authorized Distributor.
- i) Upon purchasing a Coin Pack, the User has the following withdrawal rights, which can be exercised through dedicated functions on the Platform or according to the withdrawal policies available at <https://community.premiagift.com>:
- (i) Full withdrawal from the Coin Pack purchase, which must be exercised within 14 (fourteen) days from the date of purchase of the Coin Pack. In this case, the User will be fully refunded the amount paid for the Coin Pack purchase within 20 (twenty) days from the exercise date of the withdrawal right;
  - (ii) Withdrawal from the monthly credit system, which the User can exercise within 10 months from the date of purchase of the Coin Pack. In such cases, the User will receive a percentage of the Coins expected from the purchased Coin Pack, calculated based on the date of withdrawal. The specific conditions and withdrawal policies are indicated on the website <https://community.premiagift.com>, and the Coins will be credited to the User's Wallet within 20 (twenty) days from the exercise date of the withdrawal right.

#### 4.2 Digital Vouchers and Coin Spendability

- a) A Digital Voucher is a digital voucher available for purchase within the Platform and usable by the User to buy specific products and/or services.
- b) The Digital Voucher is distributed and sold on the Platform by Authorized Distributors approved by UNICUMPAY, as available on <https://premiagift.com/>.
- c) Digital Vouchers cover various products and/or services across different sectors, such as fuel, groceries, clothing, etc. Each Digital Voucher is linked to a single, specific product and/or service.
- d) Digital Vouchers can only be purchased by the User through Coins as a payment method, as described on the Platform.
- e) The Digital Voucher serves as a fiscal document and receipt; therefore, the Platform will not issue additional fiscal documentation.

#### 4.3 Contract Products

- a) Contract Products refer to products and/or services offered by UNICUMPAY and/or its Partners on the Platform, at advantageous and exclusive conditions reserved for Users.
- b) Contract Products are distributed and sold directly by UNICUMPAY and/or UNICUMPAY's Partners, in accordance with their respective policies and Service Terms.
- c) Contract Products include various products and/or services across different sectors, such as marketing tools, health benefits, etc.
- d) Contract Products can only be purchased by the User using fiat currency, according to the payment methods described on the Platform.
- e) Contract Products purchased by the User are directly invoiced by the Partners.

f) Following the purchase of a Contract Product, the User is granted a right of withdrawal that can be exercised according to the Partner's specific withdrawal policies for the purchased Contract Product.

#### 4.4 Community and Network

a) The Community consists of all Users who, once registered on the Platform, can benefit from UNICUMPAY Services and the related initiatives aimed at promoting UNICUMPAY Services and increasing the User's purchasing power.

b) The Community aims to enhance Users' purchasing power through exclusive commercial offers, promotions, discounts, and benefits, enabled by the collective purchasing power of user groups.

c) UNICUMPAY Services include specific initiatives to promote the Platform and UNICUMPAY Services, rewarding Users with special bonuses when they bring new customers who register on the Platform and/or activate or purchase UNICUMPAY Services, thereby joining the Community.

d) Users who bring new customers to register on the Platform and/or activate or purchase UNICUMPAY Services receive special bonuses in the form of Coins, credited to the Wallet under the conditions and methods specified at <https://community.premiagift.com/>.

e) The promotional activities described in point d) above extend to the Network concept, with progressive bonuses, as specified at <https://community.premiagift.com/>.

### 5. Modifications to UNICUMPAY Services General Conditions

5.1 UNICUMPAY reserves the right to update UNICUMPAY Services' technical specifications at any time to improve performance and functionality. If the modification entails new usage methods, these will be communicated via <https://community.premiagift.com/>.

5.2 UNICUMPAY also reserves the right to amend, if justified, the rules governing these Terms and Conditions, including UNICUMPAY Services' pricing due to increased management costs, by publishing new price lists on [https://community.premiagift.com](https://community.premiagift.com/) or notifying the User directly. Users may withdraw from these Terms and Conditions within 60 (sixty) days of notice, without fees or penalties, by notifying UNICUMPAY through the methods described at [https://community.premiagift.com](https://community.premiagift.com/) or by registered letter or email. Payment of the new prices by the User will imply acceptance of the changes.

### 6. User Obligations and Responsibilities

6.1 Activating UNICUMPAY Services does not grant the User any rights to the Services, which remain the exclusive property of UNICUMPAY or their rightful owners and cannot be used for purposes other than those set forth in these Terms and Conditions.

6.2 The User agrees not to transfer, sublicense, or otherwise make the service available to third parties, whether free of charge or for a fee.

6.3 The User agrees not to share access credentials (username and password) with third parties and to safeguard them diligently. The User will be liable to UNICUMPAY and third parties for any breach, including partial, of obligations.

6.4 If specific data are required from the User for UNICUMPAY to provide the Services, the User is solely responsible for the accuracy of such data.

### 7. UNICUMPAY Obligations and Warranties

7.1 UNICUMPAY commits to ensuring the continuity and quality of UNICUMPAY Services as described on [https://community.premiagift.com](https://community.premiagift.com/), subject to Articles 8 and 9.

7.2 UNICUMPAY guarantees that the Services conform to the technical and functional specifications on its official websites. This warranty, subject to the User's proper hardware operation and use, applies only to inherent functionality defects. It does not cover malfunctions resulting from improper use.

7.3 By subscribing to UNICUMPAY Services, the User acknowledges that the Services and Accessory Services will meet the stated capabilities and performance requirements.

## **8. Suspension of UNICUMPAY Services**

8.1 UNICUMPAY does not guarantee the User's continuous access to the Platform and UNICUMPAY Services and will not be liable for any technical service disruptions preventing access to the Platform or its individual pages and/or the use of one or more of its functionalities.

8.2 UNICUMPAY disclaims any liability for interruptions of UNICUMPAY Services and Accessory Services due to unforeseen, exceptional, and force majeure causes, including hacker attacks, failures of telephone lines, power, and/or national or international networks, or technical equipment of UNICUMPAY or other operators necessary for the service's regular functioning and not attributable to UNICUMPAY's maintenance failures.

8.3 Should UNICUMPAY suspend the Services due to any of the circumstances described above, no reimbursement of UNICUMPAY Service fees corresponding to the unused period will be provided.

8.4 Under no circumstances will UNICUMPAY be obligated to pay additional indemnities, including compensatory damages, for direct or indirect damages suffered by the User or third parties due to the use or non-use of the Platform, UNICUMPAY Services, and Accessory Services.

8.5 Specifically, the User acknowledges and agrees that they will have no claims against UNICUMPAY in case of service disruptions that compromise access to the Platform, UNICUMPAY Services, or their proper and complete functionality.

## **9. Data**

9.1 The Parties agree that the User will not back up their data processed and stored within the Platform. The User acknowledges that after 15 (fifteen) days following the termination of the Platform license contract, they will no longer be able to access the data and/or information and/or content they have entered into the Platform. In any case of termination of the Platform license contract, the User hereby releases UNICUMPAY from any responsibility for the total or partial loss or damage of data and/or information and/or content entered by the User.

## **10. Disclaimer of Liability for Indirect Damages**

10.1 In no event shall UNICUMPAY or its suppliers be liable for damages (including, without limitation, damages for lost or anticipated profits, business interruption, loss of stored information, or other economic losses) arising from the use of the Platform or UNICUMPAY Services due to hacker attacks, even if UNICUMPAY has been advised of the possibility of such damages, except as required by applicable law. In any event, UNICUMPAY's liability under these Terms and Conditions shall be limited to the amount actually paid for the Platform and UNICUMPAY Services, predetermined as a penalty.

## **11. Force Majeure**

11.1 Neither party will be liable for any failure to fulfill any of its obligations under these Terms and Conditions if the cause is due to an event beyond its control, unforeseeable and unavoidable. For the purposes of this clause, and without limiting the following enumeration, a force majeure event will include: declared or undeclared wars, natural disasters, explosions, fires, sabotage, strikes and lockouts of all kinds, acts of authority (legitimate or otherwise), and epidemics.

11.2 If a force majeure event occurs, the affected party will immediately notify the other party in writing.

11.3 For the entire period during which the force majeure event or its effects persist, the non-performing party will not be held liable for its inability to fulfill obligations that the force majeure event prevents from performing, provided that those obligations will be met as soon as possible after the end of the force majeure event.

## **12. Confidentiality Clause**

12.1 The User agrees to maintain the confidentiality of technical aspects and solutions adopted in the Platform service and UNICUMPAY Services, including any special customizations made for them.

12.2 UNICUMPAY agrees to take all necessary measures to ensure data security as required by current personal data protection legislation when providing the Platform and UNICUMPAY Services, as regulated in the following Article 13.

## **13. Privacy**

13.1. Personal data provided by the User to UNICUMPAY are protected under Articles 13 and 14 of the European Regulation 679/2016 on personal data protection ("GDPR"). UNICUMPAY is the data controller.

13.2 The provision of all data related to these Terms and Conditions is closely linked to the performance of the contract, and failure to provide consent will result in the inability to execute the contract.

13.3 UNICUMPAY does not sell, rent, or lend its User lists and related data to third parties.

## **14. Express Termination Clause**

14.1 Without prejudice to any other rights of UNICUMPAY, any breach, even minor, by the User of the obligations contained in these Terms and Conditions will result in the immediate termination of the contract, subject to the right to compensation for any additional damages.

14.2 These Terms and Conditions will be automatically terminated at the User's fault if UNICUMPAY declares by registered letter or email that it intends to exercise this clause.

14.3 These Terms and Conditions will be automatically terminated at UNICUMPAY's fault if the User declares by registered letter or other valid means that they intend to exercise this clause in the event of a breach by UNICUMPAY of the obligation in Article 11, clause 2.

14.4 The statements referred to in the preceding paragraphs will take effect from the date of receipt of the relevant communication.

## **15. Safeguard Clause**

15.1 UNICUMPAY reserves the right to unilaterally amend any clauses in these Terms and Conditions at its discretion. If no objections are raised or the Platform or UNICUMPAY Services are not canceled within 30 (thirty) days of such modifications, the changes will be considered accepted.

## **16. Mediation Clause**

16.1 Any disputes arising between the parties regarding the interpretation, validity, effectiveness, performance, and termination of the contractual relationship and the acts that constitute its execution, including any claims for damages, will be submitted to a mediation attempt.

16.2 The parties agree to resort to mediation before initiating any arbitration or judicial proceedings.

16.3 Failure to comply with this mediation clause by the party initiating a legal/arbitration action or by the party invited to mediation under this clause and not participating in it will result in the payment of a penalty by the defaulting party. This penalty will be equal to the costs of legal proceedings and will be owed jointly and severally to the other parties.

## **17. Reference Clause**

17.1 These contractual terms for the Platform and UNICUMPAY Services govern the service provision relationship for the Platform and UNICUMPAY Services.

17.2 In the event of a conflict between the provisions of these Terms and Conditions and the specific provisions on the website <https://community.premiagift.com>, the latter shall prevail.

17.3 By subscribing to the Platform and UNICUMPAY Services, the User agrees to the clauses in these Terms and Conditions and the request to subscribe to the Platform and UNICUMPAY Services, acknowledging they have reviewed them.

17.4 These Terms and Conditions are governed by the laws of Georgia.

Updated: 08/11/2024