

## SERVICE AGREEMENT

Effective Date: April 01, 2019

### 1. CONTRACTUAL RELATIONSHIP

This Service Agreement (“Agreement”) is executed between CREDITS.COM CORP. ( “the Company,” “Bonoox” “us”, “we”, and “our”), with its principal place of business located in New Castle (state Delaware, USA) and the Client (“the Client”, “you”, and “your”), and governs your access and use of the services (“Services”) that include the “Bonoox” information system offered by us.

This Agreement constitutes a binding agreement between the Client and the Company. The Client and the Company together shall be referred to as “Parties”. This Agreement represents the Parties entire understanding regarding the Services and shall govern over any prior oral or written agreement, or discussions, or different additional terms, or conditions of any other non-Company ordering document.

Your access and use of the Services on Bonoox.com website or via the Bonoox mobile apps constitutes your agreement to be bound by this Agreement, which establishes a contractual relationship between the Client and the Company. If you do not agree to this Agreement, you may not access or use the Services. You guarantee that you have all rights to conduct this Agreement. The Company may immediately terminate this Agreement or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time in the case of your violation of the terms of this Agreement.

Supplemental terms may apply to certain Services, such as policies, promo codes, etc. for a particular event or activity, and such supplemental terms will be disclosed to you in connection with the applicable Service in the specific rules, policies, etc. Supplemental terms are in addition to and shall be deemed a part of the Agreement for the purposes of the applicable Service. Supplemental terms shall prevail over this Agreement in the event of a conflict with respect to the applicable Services.

Our collection and use of personal information in connection with the Services is as provided in the Bonoox Privacy Policy located at the Company website.

## **GENERAL TERMS**

**«Bonoox» loyalty program** – the loyalty program, which is administered by the Company, and allows Customers to accumulate and spend Bonus Points, Discounts, receive and use Coupons when shopping from the Client, using the Information System, according to the terms agreed by the Parties.

**Loyalty program** – a set of rules and conditions that define accumulation and usage of Bonus Points, Discounts, obtaining of Coupons while shopping from the Client and other services, provided by the Client, the terms of which are defined by the Client in the Business Control Panel.

**Business Control Panel** – a web page on the Company website where the Client can receive itemized reports as well as replenish the account, setup and run the Loyalty program, choose the service plan and define other conditions proposed by the Company for the Client's use of the Bonoox service. Access to the Business Control Panel is provided to the Client after signing up of such Client on the Site, as stated herein.

**Customer** – a natural person who is 18 years old or elder, who has a full legal capacity, which gives their consent for usage of the Information System and provides all necessary information, related to usage of Bonoox loyalty program capabilities and benefits.

**Software** – a set of instructions in the form of words, digits, codes, schemes, symbols or any other form, expressed in a computer-readable form, that enable it to achieve a certain goal or result.

**Database** – a properly systematized aggregate of data in the form, readable with the Software.

**Bonoox Information System / Information System** – an aggregate of Software and databases, the use of which allows the Client to keep customer data, keep track of customer

purchases and calculate the amount of customer savings and bonus points expenditure, keep customers' discounts data as well as information about the use of coupons.

**Bonoox mobile app for customers** – the part of the Information System, installed on the handheld or mobile PC, smartphone, tablet or laptop, which allows participants to get information related to accumulated and spent bonus points, received discounts, received and used coupons, as well as receive push notifications.

**Point of Sale (POS)** – a store, pavilion, supermarket, other commercial premises or place, or the place of the rendering of customer services, or an online store at the Client site where customer service operations that involve the Bonoox loyalty program are conducted.

**Goods** – merchandise, works and services that can be purchased from the Client.

**Purchase** – the process of buying Goods, offered by the Client, by Customers.

**Bonus points** – deferred discount data to be accumulated and used by Customers during consequent purchases that is provided to Customers by the Client while making purchases using the Information System.

**Fixed bonus points** – bonus points that do not expire and are not limited by the minimum total sum of purchase, in which they can be spent.

**Promotional bonus points** – bonus points that are limited in time or by the minimum total sum of purchase, in which they can be spent, or limited by other terms of use as agreed by the Client and the Company.

**Discount** – direct reduction of the charged price, provided by the Client to Customers, when they purchase Goods using the Information System.

**Coupon** – information about the possibility to obtain the incentive offered by the Client in the form of Goods offered at a privileged price, additional bonus points or discounts credited when

purchasing Goods, other benefits, as agreed by the Client and the Company, using the Information System.

**Operation** – accumulation or spending of customer bonus points, obtaining (usage) of Discounts or Coupons that is conducted with the Information System when the Goods are sold by the Client.

**Cell phone number** – a valid cell phone number, which is the primary identifier of a Customer in the Information System.

**Bonoox virtual card** – a unique data entry in the Bonoox mobile app for customers and in the Information System, which could be read by means of software and hardware to identify a Customer in the Information System and is attached to a Customer's cell phone number.

**Site** – shall mean the following website: [bonoox.com](http://bonoox.com), [bonoox.com/ru/demo](http://bonoox.com/ru/demo), and other sites that belong to or are operated by the Company.

**Reporting Period** – a calendar month in which the Company provided services to the Client. The first Reporting Period is the period from the moment when this Agreement has been concluded to the end of the month, in which this Agreement has been concluded. The last Reporting Period is the period from the first day of the last calendar month of the provision of Services to the moment of termination of this Agreement. Time calculations are performed in UTC (Universal Coordinated Time, no summer time adjustment) time zone.

**Reporting Month** – a calendar month in which the Company provided services to the Client. The first Reporting Month is the calendar month, in which this Agreement has been concluded. The last Reporting Month is the month, in which this Agreement is terminated. Time calculations are performed in UTC (Universal Coordinated Time, no summer time adjustment) time zone.

**Account** – the advance payment balance in the Information System that can be replenished by the money transfer to the Company's bank account or using the alternative means of payment as the advance payment for Services and which is subject to periodical deduction of the cost of Services as described hereafter.

**Bonoox partner** – a legal entity or an individual other than the Client, which concluded the Service Agreement with the Company.

**Advertising partner** – a legal entity or individual, which concluded the agreement with Company, different from the Service Agreement, and which allows the Company and Bonoox Partners to place trademarks, graphic and text materials that belong to Advertising partner, on the electronic and physical media of the Company in the course of operations of Bonoox Services, or where an Advertising partner may place trademarks, graphic and text materials that belong to the Company and Clients, on electronic and physical media of such Advertising partner, as defined by the terms of the above mentioned agreement.

## **DIGITAL SIGNATURE**

By signing up for an account on the Site or by clicking to accept this Service Agreement when prompted on the Site, you are deemed to have executed this Agreement and other terms of service electronically, effective on the date you signed up for the Service or clicked to accept the terms of service, pursuant to applicable legislation. Your sign up for the service constitutes an acknowledgment that you are able to electronically receive, download, and print this Agreement, the other terms of service, and any amendments or attachments.

Customers making purchases from the Client are provided with the terms of service on the Site.

## **2. THE SERVICES**

Subject to your compliance with this Agreement, the Company provides you the services (together referred to as “the Services”) related to running the loyalty program for your Customers including the use of the Bonoox Information System and provision of supplementary advertisement and information services, such as push messaging, etc., and you are obligated to pay for such services by one of the methods, offered in Business Control Panel.

The Bonoox Information System is designed to enable accumulation, usage, and spending of Bonus points, Fixed Bonus points, Promotional bonus points, Coupons, and Discounts, by Customers of Clients, when such Customers purchase Goods at Points of Sale of Clients, and when such

Purchase involves collection and/or use of the benefits offered by the Loyalty Program, established by the corresponding Client.

The Client may manage and configure individual Loyalty programs using the tools, provided in Business Control Panel in the Bonoox Informational System, and get the related services from the Company according to this Agreement.

The Client gets access to individual Business Control Panel after signing up on the Site and accepting the terms of this Agreement, as stated herein.

The Client specifies the detailed list of services from those provided by the Company under this Agreement in accordance with chosen Service Plan (hereinafter - "Service Plan"), per each month of rendered services, in Business Control Panel.

The Services are provided on a monthly basis, starting from the date of signing of this Agreement (registration of the Client on the Site) and until this Agreement is terminated, as stated herein. The reporting period of provision of the Services is the Reporting month.

### **3. FEES AND PAYMENTS**

The fees for usage of the Services herein shall be paid solely by the Client.

The exact price of the Services provided to the Client for the respective month is calculated in accordance with the Service Plan and detailed list of services, chosen by the Client in the Business Control Panel for such month.

The services are provided on the pre-paid basis (100% advance payment is expected).

The services shall be provided to the Client only (I) after the advance payment to the Company is made and (II) the current amount on the account of the Client is equal to or exceeds the sum that has to be charged according to the terms of the Service Plan, chosen by the Client and other services ordered.

Herewith, such sum may not be reserved for any other future payments.

The price of services for the respective month depends on the current Service Plan chosen by the Client in the Business Control Panel, which can include (but not limited to):

- The fee for accessing the Information System (subscription fee);
- The premium technical support fee;
- the fee for Customers who perform Operations;
- the fee for push notifications to Customers, delivered via the Bonoox mobile app for customers;
- other costs as defined in the Service Plan.

The amount of subscription fee depends on the number of Customers, the number of Bonoox Registers, etc.

Detailed options and fees are stated on the Site and can be calculated in the Business Control Panel.

The account balance may be replenished by advance payments using the payment methods available in the Business Control Panel. The Client is entitled to make advance payments for any future period, chosen in the Business Control Panel.

The subscription fee and other fees shall be charged in the amounts and at the time, as it shall be stated in the Business Control Panel for the chosen Service Plan.

Invoices shall be provided to the Client in electronic form in the Business Control Panel.

The Company may provide the Client with the possibility to make post-payments for some services. Such option may be granted at the sole discretion of the Company, and the terms of such post-payment option shall be provided by the Company to the respective Client in the Business Control Panel.

The Client acknowledges and agrees that the Company is not a bank or other licensed financial institution and does not provide any banking or financial services to the Client. The Company is not acting as a trustee or fiduciary with respect to the Client's funds or payments.

#### **4. SIGN UP OF THE CLIENT**

To use the Services, the Client must sign up (hereinafter “Sign Up”) at the Site and get access to the Business Control Panel.

To Sign Up, the Client must fill the specific web form, located on the Site, provide the information (hereinafter Client login information), which is requested in the mentioned form, and choose the login and password for accessing the Business Control Panel.

The Company does not check or validate the Client’s login information and is not obligated to do that. However, the Company may refuse to Sign Up any prospective Client at the Company’s sole discretion for any reason or without thereof, and may not be held liable for such refusal.

The Client agrees to provide the accurate, complete and relevant login information. If the Client shall not be able to ensure the accuracy, completeness or relevance of the Client login information, it may cause the inability for the Client to get access to the Services and to use the Services, or result in termination of this Agreement with such Client, which may occur on terms, defined by the Company.

The Client guarantees authenticity of the information (including the Client login information) provided to the Company, and that the Client’s representative (the person, who conducted the Sign Up on behalf of the Client) had all the authority to conclude this Agreement and Sign Up on behalf of the Client and that the Client shall bear full responsibility for consequences that might occur due to inaccuracy or non-veracity of such information provided or any other breach of this clause.

The Company reserves the right, at its sole discretion, to refuse, suspend, or revoke access of the Client to the Services upon discovery that any information provided by the Client on any form or posted on the Site or Bonoox mobile app for customers or other conducted action violates this Agreement, anybody’s rights, or is misleading, causes or may cause any moral or material damage, or which is used for fraud or selfish purposes, which violate the law, or for any other reason or no reason at the Company’s sole discretion.



During Sign Up, the Client confirms and accepts the terms of this Agreement by clicking the corresponding buttons and checkboxes, filling the web forms, entering the data that confirms the Client's cell phone number and conducting other actions, required in the course of the Sign Up process.

The Client shall be granted access to the Site and to the Business Control Panel on the assumption that the terms of this Agreement are accepted by the Client in the course of the Sign Up process.

The Client's representative guarantees the adequacy of the information provided to the Company, and their authority to conclude this Agreement on behalf of the Client.

The Client is responsible for all activity and actions, which are conducted in the Business Control Panel under the login credentials of the Client.

The Client agrees to maintain security and secrecy of any details (including, but not limited to login/username and password) that are used by the Client to get access to the Business Control Panel at all times.

The Client may fill the form in the Business Control Panel in order to apply for termination of this Agreement. The Company shall review such application within the period of up to thirty (30) days and in the case of absence of outstanding payment obligations of the Client, shall accept termination of this Agreement starting the date and on terms, determined by the Company.

Herewith, all data and information about the Client, or posted by the Client, including Client login information may be deleted by the Company from any resources, controlled by the Company, including the Site and the Information System, at its own discretion and the Company is not obligated to keep such information after this Agreement is terminated.

The Company shall not be liable for possibility or impossibility to use and redeem any types of Bonus Points or other instruments by any Customers of the Client after termination of this Agreement, and the Client shall solve any disputes that arise from such termination with its customers without participation of the Company.

## **5. WARRANTIES AND OBLIGATIONS OF THE CLIENT**

The Client is obliged to:

- Pay for the services under the terms of this Agreement and the Service Plan chosen in the Business Control Panel.
- Make the Bonoox Information System available at its Points of Sale in order to provide Customers the way to collect and redeem Bonus points, receive Discounts, use Coupons in the process of purchasing Goods from the Client in accordance with the terms of the Client's Loyalty Programs defined in the Business Control Panel.
- The amount and conditions of Bonus Points, Discounts, Coupons, provided to Customers using the Bonoox Information System, may not be lower than the amount of Bonus points, sum and rate of Discounts and/or the amount of other privileges, provided by any loyalty program operated by the Client by means other than the Bonoox Information System.
- On the Company's demand, provide all required documents that confirm identity and authority of the Client to conclude this Agreement, as well as other documents that may be reasonably requested by the Company.

The Client hereby represents and warrants to the Company:

- The Client is a duly organized entity or person under the applicable law.
- The Client is fully authorized to enter into this Agreement. If the representative conducts the Agreement, such representative has the full power granted by the Client.
- The activity of the Client in connection with this Agreement is not illegal and meets the requirements of any laws and acts, applicable to such relationship at the place of state registration of the Client and the place of business conducted by the Client.
- The Client fully understands that this Agreement will be executed in electronic form with an electronic signature according to the applicable legislation.
- The information that is given by the Client, including but not limited to logos, brand name, trademarks does not infringe any intellectual rights of third parties.
- The Client shall follow the rules of advertising and conduct of other marketing activities (such as offering Bonuses, Discounts, Coupons) and provide its services to Customers in accordance with the consumer rights protection laws and any other applicable regulations.
- The Client fully understands and agrees that it is fully and solely responsible for its relationships with Customers, and the Company is not a party in such relationships.
- The Client shall indemnify the Company from any claims arising from this Agreement or the Services provided by the Client to its Customers when such services involve the Bonoox Information System.

## **6. LICENSES, RESTRICTIONS, AND ACCESS**

### **NOT PROFESSIONAL ADVICE**

The Company can provide the Client with advice on how to use the Information System efficiently, as well as provide technical support regarding the Information System.

The Company may provide online tools and materials to assist Clients with setup and preparation, running of their loyalty programs, and management of related information and the Company may give recommendations regarding the design, strategy, and use of such programs and information.

However, the documents and other materials available through the services and any advice provided, (collectively, the "Service Materials") are made available for informational purposes only; they are not guaranteed to be correct, complete or up-to-date, and all final decisions about the design, strategy, and use of any loyalty program or other marketing activities will be made solely by the Client.

The Company does not review the Service Materials or any information that the Company provides to the Client for accuracy or sufficiency. The Client understands that provision of the Services does not constitute any guarantee of a particular outcome or otherwise make the Company responsible in any way for the success or failure of any program you undertake in connection with the Services or any issues, related to Customers of the Client.

## **LICENSE**

Subject to the Client's compliance with this Agreement, the Company grants the Client a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to reproduce and display the Content (excluding software code) in connection with the use of the Services during the period of use of the Services.

## **TRADEMARKS**

The Client is obliged to follow the rules specified in the Trademark Policy that is published on the Site.

If any information that includes any of the trademarks, that belong to the Company, or their essential parts, is to be placed on the website, printed materials or digital media, the Client is required to get the Company's consent for such actions.

The Client is fully liable for any damages that are directly or indirectly caused by the misuse of the trademarks. Such misuse shall be deemed as the material breach of this Agreement.

## **RESTRICTIONS**

The Client may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Software and the Services; (ii) reproduce, modify, create derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and the Services except as explicitly permitted by the Company; (iii) decompile, reverse engineer or disassemble the Software and the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services, the Site or the Software of the Company; (v) invoke or launch any programs or scripts for the purpose of scraping, indexing, surveying, or other data mining of any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## **THIRD PARTY SERVICES AND CONTENT**

The Services may be available or accessed in connection with third party services and content (including advertising) that the Company does not control. The Client acknowledges that different terms of use and Privacy Policy may apply to use of such third party services and content.

The Company does not endorse, control or provide such third party services and content and in no event shall the Company be responsible or liable for any products or services.

These third party beneficiaries are not parties to this Agreement and are not responsible for the provision or support of the services in any manner. The access of the Client to the Services using any devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

## **OWNERSHIP**

The Services and all rights therein are and shall remain property of the Company or the property of the Company's licensors. Neither this Agreement nor the use of the Services by the Client convey or grant to the Client any rights: (i) in or related to the services except for the limited license granted above; or (ii) to use or reference in any manner the Company's company names,

logos, product and service names, trademarks or services marks or those of the Company's licensors.

## **NETWORK ACCESS AND DEVICES**

The Client is responsible for obtaining access to the data network, necessary to use the Services. Mobile network data and messaging rates and fees may apply if the Client accesses or uses the Services from a wireless-enabled device. The Client is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Software and the Services and any updates thereto. The Company does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **CLIENT-PROVIDED CONTENT AND LICENSE**

The Company, at its sole discretion, may permit the Client to submit, upload, publish or otherwise make available to the Company and visitors of the Site or users of the Bonoox mobile app for customers the following content:

- Textual, audio, and/or visual content and information, including commentary related to the services;
- Initiation of support requests;
- Information about Loyalty program rules and terms of the Clients;
- Other content, defined by the Company (together with the above mentioned named "Client Content").

However, the Company reserves the right to determine the format in which the Client Content shall be uploaded and the allowable size of the files.

If the file size exceeds allowable size or file format is not specified in the list of acceptable file formats, the Client may not be able to upload such files.

By using or accessing the Site or the Services, the Client agrees that the Company can collect and use such content and information in a harmless way, which will not violate anybody's rights, in accordance with the Privacy Policy as amended from time to time. The Client also acknowledges

and agrees that some information about the Client can be used by the Company at its sole discretion.

The Client must maintain copies of all information sent to its Customers within the Bonoox Loyalty Program. The Company does not make any guarantees that there will be no loss of data or the services will be error-free. The Client is fully responsible for removing all data prior to termination of the Services.

The Company may automatically delete a piece of data that the Client uploads or gives someone else access to, where it determines that that data is an exact duplicate of original data already existing in the Information System.

If the Company suspends the provision of the Services because the Client has breached this Agreement, during the term of that agreement, the Company may deny access to the Client Content. If the Company terminates provision of the Services to the Client because of the breach of this Agreement by the respective Client, the Company may delete all Client Content and other data, related to the Client immediately.

Any Client Content provided by the Client remains the Client's property. However, by providing the Client Content to the Company, the Client grants the Company a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Client Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and the Company's business and on third-party sites and services), without further notice to or consent from the Client, and without the requirement of payment to the Client or any other person or entity.

The Client represents and warrants that: (i) the Client is the sole and exclusive owner of all Client Content or have all rights, licenses, consents and releases necessary to grant Company the license to the Client Content as set forth above; and (ii) neither the Client Content nor the Client's submission, uploading, publishing or otherwise making available of such Client Content nor Company's use of the Client Content as permitted herein will infringe, misappropriate or violate a

third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

The Client agrees not to provide Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by the Company in its sole discretion, whether or not such material may be protected by law. The Company may, but shall not be obligated to, review, monitor, or remove Client Content at its sole discretion and at any time and for any reason, without notice to the Client.

## **SUSPENSION OF SERVICES**

The Company may suspend the Services in the following cases:

- The Client fails to submit the advance payment, sufficient to cover the ongoing fees and expenses as defined this Agreement, in a timely manner;
- The Client breaches this Agreement;

The Company may make the Services available after suspension within three (3) business days after removing the cause of the suspension and after such removal has been approved by the Company.

## **DATA COLLECTION**

The Company's collection and use of Client and Customer information related to the provision of the Services is regulated by the Privacy Policy, which is the integral part of this Agreement.

## **7. RESPONSIBILITY**

### **DISCLAIMER**

The Services are provided "as-is" and "as available." The Company disclaims all representations and warranties, express, implied, or statutory, not expressly set out in this agreement, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

In addition, the Company makes no representation, warranty, or guarantee regarding the reliability, timeliness or availability of the Services, or that the Services will be uninterrupted or error-free. The Client agrees that the entire risk arising out of use of the Services by the Client,

including payments for Services, remains solely with the Client, to the maximum extent permitted by applicable law.

The Company does not guarantee the quality, suitability, safety or ability of any Services. The Client agrees that the entire risk arising out of use of the services, and any service or good requested in connection therewith, remains solely with the Client, to the maximum extent permitted by applicable law.

The Company shall not be responsible for the terms of any Loyalty program of any Clients, operations related to such Loyalty programs and any actions (including, but not limited to calculation of any types of bonus points, discounts, and any other marketing instruments), related to conducting such Loyalty programs. The Company is not responsible for any consequences of the use of any advice or content, published on the Site.

The maximum liability of the company cannot exceed 1000 USD, and no Collective claims may be filed against the Company arising from this Agreement.

#### **LIMITATION OF LIABILITY**

The Company shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data related to, in connection with, or otherwise resulting from any use of the services, even if the Company has been advised of the possibility of such damages.

The Company shall not be liable for any damages, liability or losses arising out of:

- The Client's use of or reliance on the Services or the Client's inability to access or use the Services;
- Any transaction or relationship between the Client and any other Client, even if the Company has been advised of the possibility of such damages;
- Delay or failure in performance resulting from causes beyond Company's reasonable control;
- Goods that the Client provides in the course of their business activity and Loyalty programs that they offer;
- The Client's sales personnel lacking the necessary expertise;
- Failure of the Client to obtain licenses or certificates required in the United Kingdom or any other country of operations to perform such operations or use the Services of the Company (if applicable or required by international treaties, state and local laws and other regulations).



The Client may not send or use services of sending of any types of messages (such as e-mail, push messaging and similar) to any Customers without receiving explicit consent by these Customers to receive such messages from the Client. The consent must be provided in the proper form as may be required by the applicable law.

In the case of violation of such clause, the Client shall bear all responsibility that is defined in the applicable law.

## **INDEMNITY**

The Client agrees to indemnify and hold the Company and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:

- The Client's use or impossibility to use the Services
- Breach or violation of any clause of this Agreement by the Client;
- The Company's use of your Client Content;
- Violation of rights of any third parties.

## **8. DISPUTE RESOLUTION**

The laws of the state of Delaware, shall govern all claims and disputes arising from this Agreement without giving effect to any conflicts of law or choice of laws principles or Law of the state of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The Parties agree that all disputes between the Client and the Company should be settled by negotiations and the Parties shall make best efforts to regulate the issue by such means.

The Company may, but is not obligated to, assist in any Dispute between Clients and their Customers, if such dispute involves the Services provided by the Company to the parties of the dispute.

This Agreement shall be governed by, constructed and take effect in accordance with law of the state of Delaware.

## **9. OTHER PROVISIONS**

### **CLAIMS OF COPYRIGHT INFRINGEMENT AND LETTERS**

Claims of copyright infringement and other letters to the Company may be sent by email to [support@bonoox.com](mailto:support@bonoox.com) or in paper form to the mailing address, specified in this Agreement.

### **NOTICE AND AMENDMENT**

The Company may give notice by means of stating it on the Site, in the Business Control Panel or by sending it using e-mail.

The Company may amend this Agreement by making an amendment on the Site at least 10 days before such amendment becomes effective. Continuation of usage of the services by the Client after the date of the amendment means its acceptance of the new terms in proper form.

### **GENERAL**

No joint venture, partnership, employment, or agency relationship exists between any of the Company, the Client, and the Customer in the course of this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

The Company's failure to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Bonoox Client support is provided according to the schedule published on the Site.

The Company is entitled to amend the Service Plan unilaterally via publishing such amendments on the Site within thirty (30) calendar days before the date they become effective. In the case of disagreement with the changes to the Service plan, the Client shall give notice by sending an email to [support@bonoox.com](mailto:support@bonoox.com) or in paper form to the mailing address, specified in this Agreement.

Such notice must be given no later than ten (10) calendar days before the date the amendments to the Service Plan become effective.

In the case of the Client's disagreement with the amendments, such disagreement shall be considered as the termination of the Agreement initiated by the Client on terms, stated for the option of termination of this Agreement by the Client, as it is defined in this Agreement.

The absence of the notice of disagreement with the amendments to the Service Plan constitutes the Client's consent to the amended Service Plan terms.

The questions that arise from this Agreement may be sent to [support@bonoox.com](mailto:support@bonoox.com) or in paper form to

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