**TERMS OF USE**

**DIGITAL PLATFORM IREST BONUS**

These Terms of Use (hereinafter referred to as the "Terms" or the "Agreement") determine the procedure for using the digital platform **IREST BONUS ,** available on the Internet on the website \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as **the "Platform"),** owned and operated company **IREST BONUS LLP ,** a Limited Liability Partnership incorporated under the laws of the United Kingdom of Great Britain and Northern Ireland, registration number: OC 444844, date of formation November 29, 2022, registered at: 128 City Road, London, United Kingdom, EC1V 2NX (hereinafter referred to as the "Company", "we") including the website on the Internet on which access to the Platform is provided, as well as any services of the Platform.

These Terms are an offer, by accepting which the User agrees with the provisions contained therein. Acceptance is expressed in your confirmation of registration as a User of the Platform in accordance with these Terms.

The Terms, together with the Risk Statement, Privacy Policy, and Cookie Policy form a binding agreement (hereinafter referred to as the **"Agreement")** between the Company and you as a private user (hereinafter referred to as **"you"** or **"User")** for your individual use Platforms. By registering as a User of the Platform, as well as using the Platform, you confirm your acceptance of the Agreement. If you do not agree with the Terms, Risk Statement, Privacy Policy, Cookie Policy, you must immediately stop using the Platform.

1. **DEFINITIONS**

1.1. Unless otherwise specified or the context suggests otherwise, all capitalized terms have the meaning given to them in these Terms and other documents making up the Agreement:

**a. "Account"** - an account created by a person who is entitled to be a Participant of the Bonus Program who has visited the Website and registered to use the Website and the Platform.

**b . "Website"** - the Company's website on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, providing the User with access to the Platform.

**c. "Platform"** - a digital platform provided by the Company for access to its services.

**d. "Public Authority"** means any national or governmental authority, any province or state or any other political subdivision, or any legal entity, authority or individual exercising legislative, judicial, administrative or administrative functions, including any governmental body, agency, department, board, commission or subsidiary body or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

**e. "Personal data"** - information transmitted by the User, which can directly or indirectly identify this User.

**f. "Privacy Policy"** - additional conditions that are an integral and integral part of the Agreement and govern the collection, use and disclosure of Personal Data of each User.

Each User must read and agree to the Privacy Policy in order to use the Platform and the Website.

**g. "Risk Statement"** - additional conditions that are an integral and integral part of the Agreement and regulate the User's risks associated with the use of the Platform and the Company's responsibility for them.

Each User must read and agree to the Risk Statement in order to use the Platform and the Website.

**h. "Service Notices"** means one-way notices sent by the Company via text message or email. These notifications are sent to the User regarding certain information or events related to the Account to which the User has access through the Platform.

**i. "User"** - a participant in the Bonus Program who has fulfilled the conditions for participation in such a program, who has registered on the Website and created an Account in order to use the Website and have access to the Platform and the Bonus Program.

**j. "User Credentials"** - a set of User identifiers, password, personal identification number, any other information provided to the User to access the Account and the Platform.

**k . "Bonus Program"** - the Company's program for accruing bonuses for its customers who have used the services of the Company or its Partner Company **IREST REAL ESTATE** for the acquisition of real estate and have purchased at least 1 (one) real estate, use such services.

**l. "Partner Company"** - a company **IREST REAL ESTATE,** registered under the laws of the United Arab Emirates under the number of professional license No. 1087882, provides services for the acquisition of real estate objects by individuals. The Partner Company is an affiliate of the Company.

**m. "Participant of the Bonus program"** - the Client of the Partner Company, who used the services of the Company or its Partner Company **IREST REAL ESTATE** for the acquisition of real estate objects and who purchased at least 1 (one) real estate using such services.

 **2. CAPACITY AND USER REGISTRATION**

2.1 . In order to access and use the Account and the Platform, you confirm that you are fully capable and competent to comply with the terms, conditions, obligations, representations, representations and warranties set forth in these Terms, as well as adhere to and comply with them. You must register on the Website in order to create an Account and access the Platform; you agree to provide complete and accurate information when registering for such use and to keep this information up to date.

2.2. By accepting these Terms, the User enters into an Agreement with the Company and accepts the terms of all documents constituting the Agreement, including the Privacy Policy, the Terms of Use the Platform, the Risk Statement and the Cookie Policy. These documents are available for review on the Website until the completion of the procedure for registering as a User and creating an Account.

2.3. The acceptance of these Terms and the Agreement is expressed in ticking and pressing the consent button during the registration procedure of the Platform User Account on the Website.

2.4. Users who have successfully completed the registration *and verification* of their Account in accordance with the instructions for such registration and verification receive access to the full functionality of the Platform and the Bonus Program.

2.5. The User acquires the status of a member of the Bonus Program subject to the conditions set forth in clause 3.2. of these Terms, and is entitled to receive bonuses in accordance with the Bonus Program.

**3. SUBJECT OF THE AGREEMENT AND USER ACCOUNT**

3.1. The subject of the Agreement is the conditions for the provision by the Company to the User of services in the form of providing a digital platform on the Internet for participation in the Company's Bonus Program.

3.2. In order to use the services of the Platform and participate in the Bonus Program, you must use the services *of the Company or* its Partner Company **IREST REAL ESTATE** for the acquisition of real estate and have purchased at least 1 (one) real estate, use such services, and also create an Account on the Platform. Connection to the platform takes place after the registration of the User in accordance with the terms of these Terms. Anonymous connections to the Platform and actions on the Platform are prohibited by these Terms.

3.3. If the condition according to clause 3.2. of this Agreement, the User acquires the status of a participant in the Bonus Program. The acquisition of such a status by the User occurs after confirmation of payment for the services of the Partner Company for the acquisition of a real estate object and payment for the real estate object itself, as well as after the successful completion of the verification of his Account.

3.4. Bonuses are awarded in the following order and in the following amount:

- from each object acquired with the help of the services of the Partner Company in the amount of \_\_\_\_% of \_\_\_\_\_\_\_\_\_\_\_\_\_.

- bonuses are accrued to the registered User within \_\_\_\_ *10 (ten)* calendar days from the date of receipt of payment for the purchase of a real estate under an agreement with the Partner Company.

3.5. Bonuses accrued to the User in accordance with the terms of this Agreement can be used by the User to purchase another real estate using the services of the Partner Company.

3.6 . The User has the right to assign the bonuses that were accrued to the User in accordance with the terms of this Agreement to another person or persons. An assignment may be made by gift, sale or other legal assignment to any legally capable person or persons.

3.7. Assignment in accordance with clause 3.6. of the Agreement is possible exclusively by the User with his duly authorized permission *(option: and with a permission of the Company)*. The Company has the right, at its discretion, by any legal means, to verify such authorization and the validity of the will of the User.

 **4. USER ACCESS TO THE ACCOUNT AND THE PLATFORM**

4.1. The Company will issue to each User registered to use the Website and the Platform a set of unique Credentials, including a login and password. Such User Credentials are intended only for his access to the Account. Each User must promptly provide the Company with proof of receipt of such Credentials. Together with Credentials, to confirm registration and certain actions on the Platform, we may use confirmation codes sent by SMS to the User's phone number.

4.2. Each User has the right to register on the Platform only one Account. Registering multiple Accounts is a violation of these Terms and may result in the immediate termination of these Terms and the relevant Accounts.

4.3. Each User acknowledges that each set of User Credentials is non-transferable and shall only be used by the User to whom it was issued. Such User Credentials shall not be disclosed or transferred to any third party without the written permission of the Company.

4.4. Each User must:

a. keep its Credentials in strict confidence and not share them with third parties for any purposes related to the Account. In addition, the User must not disclose his Credentials so that they can be recognized by third parties on any device (for example, by writing or writing them down without encryption);

b. make all reasonable efforts to protect all records relating to its Credentials, including, but not limited to, storing such records in a secure or physical location accessible or known only to the User, as well as storing them in a location unlikely to be accessed by third parties;

c. take all reasonable steps to comply with the security instructions provided by the Company, otherwise protect the security, prevent forgery or use by any other person of the User Credentials, the Website or the Platform, including the security measures prescribed in our Privacy Policy;

d. immediately notify the Company through any channel indicated by the Company in the event of:

i. its loss of User Credentials;

ii . disclosure of its Credentials to third parties or if they have otherwise been compromised;

iii . if it has a reasonable suspicion of any unauthorized use of its Credentials;

e. create strong passwords (for example, using a combination of letters, numbers, and special characters and not using easily accessible personal information)

4.5. If access to the Platform is made by correctly entering the User Credentials, it is considered that the corresponding User has gained access to the Platform. You are responsible and liable for all actions taken by an Authorized Person who accesses the Platform on your behalf. The Company has no obligation in any way to ascertain or take any other steps to verify the identity of any User or Authorized Person. The Company is not liable for any losses that you may incur as a result of someone else using your Credentials or Account, with or without your knowledge. Upon receipt of the notice, the Company shall disable the relevant User Credentials and block access to the Platform or the Website as soon as possible.

4.6. Each User must ensure the security of all their devices or systems used to access the Platform, including, but not limited to, installing and regularly updating browsers, security patches, antiviruses, antivirus programs and other related software on devices or systems. Each User must also comply with all instructions, procedures and guidelines regarding the Platform, the Website and the User Credentials, as notified by the Company from time to time.

 **5. PROHIBITED USE**

5.1. You must use the Website and the Platform solely in accordance with these Terms and other documents constituting the Agreement. You shall not sell, rent or otherwise provide access to the Website and the Platform to any third party other than in accordance with the Agreement.

5.2. You may not use the Website and Platform in any way, provide any information or content, or engage in any activity while using the Website or Platform that:

a. are illegal, not permitted by law and prohibited;

b. discredit any other person;

c. are obscene, sexually explicit or offensive;

d. advertise or promote any other product or business;

e. may harass, upset, embarrass, disturb or annoy any other person;

f. may disrupt the operation of the Platform in any way; or promote discrimination based on race, gender, religion, national origin, disability, sexual orientation, or age;

g. violate any copyright, trademark, trade secret or other proprietary rights of any other person;

h. restrict or prevent any other person from using the Platform, including, but not limited to, "hacking" or damaging any part of the Platform;

i. disable, damage or change the operation or appearance of the Platform;

j. "embed" or "mirror" any part of the Platform without our prior written permission;

k. use any robot, crawler, site search/retrieval application, or other manual or automatic device or process to download, search, index, "analyze data", "extract", "collect data" or reproduce or bypass a navigation structure or presenting the Platform or its contents in any way;

l. collect in one way or another information about other users without their explicit consent;

m. are aimed at sending unsolicited or unauthorized advertisements, spam or chain letters to other users of the Platform;

n. aimed at creating, unless otherwise authorized by the Company in writing, several Accounts, unless otherwise expressly permitted by the Platform;

o. perform frequent, intensive trading using software or trading instruments not authorized by the Platform or without them;

p. transmit any content that contains software viruses or other harmful computer code, files or programs; or

q. defend, encourage or facilitate any violence or any illegal act

5.3 You understand and agree that the information and services provided by the Platform are not provided and may not be used by any person or entity in any jurisdiction where their provision or use would be contrary to any applicable law or where we do not authorized to provide such Platform, information and services. You understand and acknowledge that if it is determined that you have provided false information about your location or place of residence, the Company reserves the right to take any appropriate action in accordance with the situation in accordance with local jurisdiction, including the immediate closure of any Account and the liquidation of any open position.

5.4. We reserve the right, but have no obligation, in our sole discretion, to edit, remove, remove or block any content that violates these Terms.

 **6. SAFETY**

6.1. We may use technologies, services, or authentication or verification measures that we deem desirable or appropriate. Such measures may include multi-factor authentication or the use of biometric information to access the Platform. There is no guarantee that such technologies, services or authentication measures will be completely secure, adequate or successful in preventing unauthorized access or use of the Platform, or hacking or identity theft.

6.2. While we take reasonable steps to protect the security and privacy of the Platform and your Personal Data in accordance with applicable law, we cannot guarantee the security of all transmissions or any network or system that stores or processes your Personal Data, Account or information. about transactions. To the extent permitted by law, we will notify you of any unauthorized access, use or disclosure of your Personal Information if we become aware of it. Upon receipt of such notice, you are responsible for following the instructions set forth in it, including the immediate change of User Credentials and other actions to prevent unauthorized access to your account or Personal Data.

 **7. SERVICE AND OTHER NOTICES**

7.1. You agree to receive notices regarding the Platform, your Account and the Terms through Service Notices sent to you in your Account on the Platform. You agree that such Service Notices are effective in lieu of written, mailed or other forms of notice required by applicable law. The Company reserves the right to establish other ways of sending you such notifications, including via SMS messages.

7.2. You are solely responsible for verifying the relevant email account or phone number without additional reminders or repeated notices from the Company. You must immediately report any unauthorized use or access to the Platform.

7.3. You release the Company from any liability for loss or damage resulting from the use of the Service Notices to the extent permitted by law. The Company does not provide any warranty, or accepts any responsibility for the topicality, correctness and completeness of the information provided through the Service Notices.

7.4. You have the right to opt out of receiving Service Notifications via SMS, if any, in accordance with this section by selecting the appropriate function in your Account. In the event of waiver of the Service Notices, you release the Company from any liability as a result of such waiver.

 **8. PERSONAL DATA**

8.1. As part of the Platform, the User's Personal Data may be collected, used, transferred, disclosed and otherwise processed by the Company in accordance with the Privacy Policy. You should read the Privacy Policy carefully before registering and using the Site and the Platform. You consent to the collection, use or disclosure of your Personal Data in accordance with these Terms and the Privacy Policy, including, but not limited to, disclosure to a Third Party Service Provider for the purposes of providing services and conducting Account transactions.

8.2. You agree to provide true, accurate, current and complete Personal Data. You also agree to maintain and promptly update Personal Data to keep it true, accurate, current and complete at all times during the term of this Agreement.

8.3. When making the first and second transactions on the Platform, you agree to go through the verification procedure (including video verification) and confirm your identity. Then, when making transactions, the Platform conducts the verification procedure automatically

8.4. You must notify us promptly of any changes, including but not limited to changes to Personal Data in connection with your use of the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and deny you any use of the Platform now or in the future, as well as subject you to civil liability or transfer information about you to the appropriate law enforcement authorities for criminal prosecution. We shall have no obligation to provide monetary or any other compensation following such suspension, termination or inability of your use of the Platform.

8.5. You agree that we may share this information with regulatory authorities as we deem necessary in accordance with the Privacy Policy.

**9. INTELLECTUAL PROPERTY**

9.1. All title, title, and intellectual property rights in and to the Website, the Platform, the materials provided through, or with respect to or in connection with them, any information transmitted by the Platform, to or through the Platform, and information relating to use of the Platform remain with the Company or its licensors. Nothing on the Platform shall be construed as granting any User any license, except as expressly set forth herein, to the Company's or any third party's title, title and/or intellectual property rights, whether estoppel, by implication or other condition.

9.2. According to this Agreement, it is not allowed to use, distribute, copy and / or extract any materials or information (including description texts, photographs, videos, etc.) posted on the Website. The materials posted on the Website are protected by the laws of the United Kingdom of Great Britain and Northern Ireland and other applicable law.

9.3. You agree not to do the following:

a. copy in any form audio, video materials, other materials provided to the User during the course, record the course broadcasts, as well as fix the course content in whole or in part in any way and / or on any material medium, and distribution of these materials is also possible only with the permission of the Company. The above actions in relation to the results of intellectual activity without the written consent of the Contractor is a violation of the exclusive right of the Company and its licensors, which entails liability under the laws of the United Kingdom of Great Britain and Northern Ireland and other applicable law.

b . modify, adapt, reproduce, translate or create derivative works of the Website, or any data or content provided through the Website and or any part thereof, or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website ;

c. misrepresent other sites as the Company's website by using visual "look and feel" or text from the Website or otherwise infringing the Company's intellectual property rights, including, but not limited to, "extracting" text or images from the Website or administered by the Company banners and/or text links, search engine marketing or all other online and offline activities;

d. edit, modify, filter, crop or rearrange the information contained in any part of the Website, or remove, hide or minimize any part of the Website in any way without the permission of the Company for the purpose of further unsolicited use;

e. apply in any commercial Website or logos, trademarks or brands of the Company.

9.4. Each User authorizes the Company to use any information or content provided by him or processed in connection with the Website (for example, Personal Data, geographic information, device information) in the context and for the purpose of providing services or products on the Platform and the safe use of the Website.

9.5. References to any companies or individuals on the Company's Website are not advertising or an attempt to damage their business reputation. Any mention or coincidence of facts is accidental.

**10. CHANGES TO THE AGREEMENT**

10.1. We reserve the right to:

a. modify, update or change this Agreement and other documents of the Agreement.

b. modify, update or change the Website, including destroying content or discontinuing the provision of any feature of the Website;

10.2. We may make such Changes at any time without prior notice (except as provided in subsection (c) above). Any Changes to this Agreement may be posted on the Website or sent to you via notices or email to the email address specified in your Account. You agree to any Changes if you continue to use the Platform after such Changes become effective.

**11. SUSPENSION OR TOTAL OR PARTIAL TERMINATION**

11.1. Access to the Platform may be suspended or terminated in whole or in part at any time either by the User or by us in accordance with the Terms and other documents constituting the Agreement. In addition, we reserve the right, at our sole discretion, to suspend or terminate immediately and without notice any User access to or use of the Account and the Platform if they violate any provision of these Terms. Your access to the Platform will be terminated automatically upon termination of your Account. Any claims for breach of these Terms shall survive such termination.

11.2. We may, at any time and in our sole discretion, limit, suspend or terminate, or issue you a warning to that effect, in relation to the Platform or Account, including the termination of the Account (or certain functions thereof, such as sending and/or withdrawing funds associated with the use of Account and Platform), in particular if:

a. we believe it is necessary or desirable to protect the security of the Account;

b. if we become aware or suspect that the funds may be related to criminal proceeds or otherwise belong to you illegally;

c. we are unable to verify or certify any information you provide;

d. we decide to cease operations or otherwise terminate any services or options provided by the Platform or its parts;

e . we are being directed by any Government authority under applicable law enforcement procedure;

f. our activities are otherwise governed by applicable law;

g. there is a critical market event that causes trading to stop; or

h. we, in our sole discretion, otherwise decide that it is necessary to terminate or suspend the Account, the Platform or the Terms or other documents that make up the Agreement.

11.3. The Company maintains the full safety of user data/information that may be transferred to Government Authorities in the event of suspension or termination of your Account as a result of fraud investigations, investigations of violation of the law or these Terms. We shall not be liable to you or any third party for any loss or damage incurred as a result of delay, transmission errors, technical failures or defects, breakdowns and tampering with or interference with the information provided and the services offered, or for any failure or delay in performance. any applications or transactions using any Account. Likewise, we are not liable for any loss or damage incurred as a result of delays, technical failures or malfunctions of the Website, Platform or Account (including periods of maintenance work required by our systems).

**12. MISCELLANEOUS**

13.1. These Terms, including the Privacy Policy, Risk Statement, and Cookie Policy constitute the entire and sole agreement between you and the Company with respect to the subject matter of these Terms and supersede all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, canceled or modified, except as provided by the Company in this document. Neither these Terms nor any rights, obligations or remedies under the Agreement may be granted, transferred, delegated or sublicensed by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense will be void. No waiver by either party of any breach or default under these Terms shall be deemed a waiver of any prior or subsequent breach or default. Any heading, heading or section title contained in these Terms is for convenience only and does not in any way define or explain any section or provision of these Terms.

**14. GOVERNING LAW AND DISPUTES RESOLUTION**

14.1. These Terms and other documents constituting the User Agreement in accordance with these Terms are governed by the law of the United Kingdom of Great Britain and Northern Ireland.

14.2. Any dispute arising in connection with or in relation to these Terms, other documents constituting the Agreement with the User, or in relation to the Platform, including any question regarding its existence, validity or termination, shall be resolved by the parties through negotiations.

In the event of failure to reach an agreement, the dispute shall be referred to and finally resolved by the competent judicial authorities of the United Kingdom of Great Britain and Northern Ireland in accordance with its laws.

**1 5 . ADDRESS AND DETAILS OF THE COMPANY**

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| --- | --- |
| Company name | **IREST BONUS LLP** |
| Registration number | OC444844 \_ |
| Registration address | 128 City Road, London, United Kingdom, EC1V 2NX |
| Company E -mail |  |