

## SHFT USER AGREEMENT

Last updated **01/09/2022**

The User Agreement creates a legally binding contract between you and Shft Digital in relation to your use of Shft. It is important that you read it carefully. The Agreement applies to all users.

Before using Shft, please read this Agreement. Any use of the Shft program by you means full and unconditional acceptance of all the terms of this Agreement.

If you do not agree with any provision of this Agreement, you have no right to use Shft for any purpose.

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#### 1. Definitions

**Shft Digital** – SHFT DIGITAL LLC, a legal entity created and functioning in accordance with the laws of the United Arab Emirates, registered under license number 2221414.01, whose principal place of business is at Sharjah Media City Free Zone, United Arab Emirates, Copyright Holder of Shft.

**User** is you, as an individual or a legal entity.

**Profile** is a personal page of a registered User in Shft.

**Personal account** is a website, access to which is provided by **Shft Digital** to the Users, through which they add their accounts on social media and (or) other services, manage the Balance, Funds and Profile Credits of the profile, view the profile information and manage it.

**Profile Balance** is the total summary information of the Profile Funds and Profile Credits on the amount of all Income payable to the Shft Digital User.

**Profile Funds** are the Income payable by Shft Digital to the User.

**Income** is a User's remuneration under contracts between Shft Digital and the User, which is credited by Shft Digital to the User's account in Shft and paid using Payment systems to the User's details specified in the Personal Account.

**Profile Credits** are funds reflected in the User's Balance Sheet, calculated on the basis of Income, which the User has the right to request as payment from Shft Digital against future accruals of Funds.

**Rate** is (commission) expenses of Shft Digital for the purchase (or conversion) of US dollars into another currency requested by the User in order to pay Income.

**Additional services** are the functionality of Shft provided to the User.

**YouTube Income** – represents the User's remuneration paid by Shft Digital for the use of the User's Content, calculated in accordance with the license agreements between the User and Shft Digital.

**Application** – a request to connect the YouTube Channel and/or Services provided within the Shft.

**Content** – the result of intellectual activity – objects of copyright and/or related rights: audiovisual works, phonograms, musical works, and other materials, as well as fragments of any works and materials located on the Platform, and/or specified in the Personal Account, the Rights to which are granted by the User to Shft Digital on the terms of the Agreement or License agreement.

**Platform** – a software and hardware complex designed for storing, reproducing, distributing Content, placing advertisements in it, and collecting statistical information, as well as providing the ability to use the Content. The Google Platform (YouTube) Terms of Service can be found at <http://www.youtube.com/t/terms>. Guidelines for Fair Use of Content are available at <https://www.youtube.com/intl/ru/yt/about/copyright/fair-use>.

**Connected YouTube channel** – YouTube channels that the User added to Personal Account by providing access to YouTube Accounts.

**Registration** – a set of actions of the User in accordance, including the provision of Credentials and other information, performed by the User using a special form of the user interface in order to form a User Profile.

**Transactions** are operations performed in Shft, which include: operations for crediting Funds to the User; operations for adjusting User Credits (if applicable).

**Login** is an email address that the User chooses independently and specifies when registering with Shft, through which the User will log in to the Personal Account.

**Password** is a keyword or a set of characters intended to confirm identity or authority.

**Payment systems** are systems through which the User has the right to receive payments from Shft Digital, as clarify at paragraph 6.3 of Agreement.

**Transfer** is an operation for debiting the User's funds from his Balance and crediting them to the Balance of another User in accordance with the rules specified in Section 8 of this Agreement.

## 2. Warning

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING, ACCESSING, VIEWING INFORMATION, DOWNLOADING OR UPLOADING CONTENT, OR USING SHFT, YOU

- a) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS OF THIS AGREEMENT, AND
- b) YOU HEREBY CONFIRM THAT YOUR AGE IS SUFFICIENT FOR SUCH REGISTRATION IN ACCORDANCE WITH APPLICABLE LAW AND/OR THAT YOU HAVE ALL THE NECESSARY CONSENTS (FOR EXAMPLE, PARENTAL CONSENT) IN FULL COMPLIANCE WITH APPLICABLE LAW, INCLUDING CONSENT FOR THE PURPOSES OF INFORMATION PROTECTION LEGISLATION, OTHERWISE REGISTRATION WITH SHFT AND ITS USE ARE PROHIBITED.

IF, IN ACCORDANCE WITH THE LEGISLATION OF YOUR COUNTRY, YOU ARE PROHIBITED FROM USING SHFT, OR PARTS THEREOF, OR IF THERE ARE OTHER LEGAL RESTRICTIONS, YOU DO NOT HAVE THE RIGHT TO USE SHFT. IN THIS CASE, YOU WILL BE SOLELY RESPONSIBLE FOR THE USE OF SHFT OR ON THIS PART TERRITORY OF YOUR STATE IN VIOLATION OF APPLICABLE LAW.

## 3. General provisions

3.1. This User Agreement (the "Agreement") is a legally binding agreement between the User and Shft Digital governing your access and use of Shft.

3.2. To use Shft, the User must unconditionally (in full, without exceptions and/or additions) accept the terms of the Agreement. Starting to use Shft, the User is considered to have accepted the terms of the Agreement in full, without reservations or exceptions.

3.3. The collection and use of personal data carried out by Shft Digital in connection with your access and use of Shft is described in the Privacy Policy located at: <https://weareshft.com/api/documents/privacy?lang=en>.

3.4. Shft is a service that provides the User with:

- a) the ability to create a single account for authentication on a variety of online resources, including using single sign-on technology, when using which the User moves from one section of the portal to another without re-authentication;
- b) the ability to connect a YouTube channel and become part of the Shft Digital partner network, grant Shft Digital the rights to use content in order to monetize it;
- c) the ability for the User to receive funds from Shft Digital under contracts between Shft Digital and the User, as well as transfer such funds to other Users in accordance with the Agreement;
- d) the ability to access Shft Digital services;
- e) the ability to access the services of Shft Digital partners by logging in to Shft.

3.5. The Agreement, as well as the documents referred to by the Agreement, may be amended by Shft Digital without any special notice, the new version of the Agreement, as well as the documents referred to by the Agreement, shall enter into force from the moment it is posted on the Internet at the address specified in this paragraph (or the address referred to by the Agreement) unless otherwise provided by the new version of the Agreement and/or the documents referred to by the Agreement. The current version of the Agreement is always available on the page at: <https://weareshft.com/api/documents/agreement?lang=en>.

3.6. If Shft Digital has made any changes to the Agreement and/or documents referred to by the Agreement, with which the User does not agree, he is obliged to stop using Shft. In any case, the User performing actions aimed at using Shft after the entry into force of the new version of the Agreement and/or the documents referred to by the Agreement is a confirmation of the User's consent to the new version of the Agreement and the documents referred to by it.

3.7. The User confirms that they have the legal authority to accept the Agreement, the persons who have accepted the terms of the Agreement have all the rights to perform the legal actions specified in it in accordance with the legislation of the United Arab Emirates.

3.8. The data on the User's Income is reflected on the basis of the data provided by YouTube, the affiliate program, as well as the operations performed to enroll and/or dispose of the User's Income are made in Shft.

3.9. The User acknowledges and agrees that Shft Digital is not obliged to view and in any way check the Content posted by the User in their Profile, including for compliance with applicable law, including legislation on copyright and related rights.

#### **4. User Registration**

4.1. To access Shft the User fills out the registration form: goes through the registration procedure by creating a Personal Account. All Shft Digital messages, including the first notification message about the completion of the registration procedure, are sent to the User at the email address that he specified in the "Login" field when registering his Personal Account. The login is unique and cannot be changed in the future.

4.2. If the use of additional Shft features offered by Shft Digital in the Shft service requires an additional Application and (or) clarification of User data, and (or) addition of User data, then such additional features are provided to the User only after Shft Digital receives such an application.

4.3. After registration, the User provides reliable Personal Data and payment details for Income payment paperwork.

4.4. In order to comply with Google's policy (<https://support.google.com/adsense/answer/6167308?hl=en>), from 01.09.2022 Shft Digital will stop paying income to the following regions:

Crimea;

Cuba;

the so-called Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR);

Iran;

North KOREA;

Syria.

Registration for Users from the above regions will become unavailable. In the case of using a VPN, Shft Digital is not responsible for any Transactions and payment of Income. If necessary, payments to such a region, Shft Digital undertakes to pay all Income, after which it reserves the right to disconnect the User from Shft.

4.5. Registration and authorization via social networks is also available to the User. When choosing this method, the login to Shft will be carried out using the login and password of the corresponding social network. The User agrees to receive, store and process Shft Digital's personal data from such networks.

#### **5. Using Shft**

5.1. To use Shft, the User:

5.1.1. Undergoes the procedure of registering a Personal account.

5.1.2. In order to solve difficult situations or obtain advice regarding the Services provided by Shft Digital, contact the Information and Technical Support Service using the means of communication and contact information specified in clause 11.2 of this Agreement.

5.2. The User undertakes to:

5.2.1. comply with the terms of this Agreement.

5.2.2. independently (personally) look through the terms of this Agreement, as well as monitor all changes and (or) additions to it. The User undertakes to understand them or, if any of the terms of the Agreement are not clear to the User, to request clarification of the terms of this Agreement from the responsible Shft Digital employees in the technical and information support service.

5.2.3. independently bear the risks of possible adverse consequences for them in case of loss and (or) disclosure of his Password by the User.

5.3. Restriction of User rights:

5.3.1. The User is expressly prohibited from decompiling, disassembling, and otherwise studying the source code of Shft.

5.3.2. The User is expressly prohibited from selling, renting, leasing for temporary use, using Shft in any other way and in a manner other than the method of use stipulated in this Agreement.

5.3.3. The User is expressly prohibited from modifying Shft.

5.3.4. The User is expressly prohibited from transferring the User Name and (or) Password to the Personal Account to third parties.

5.4. By agreeing to the terms of this Agreement and accepting the terms of this Agreement, the User hereby assures Shft Digital and guarantees Shft Digital that:

a) The User complies with and will comply with all applicable laws, legislative acts, orders, and regulations and all relevant data privacy and security laws when performing the actions specified in this Agreement;

b) The User provided reliable personal and payment data when registering with Shft.

5.5. By providing Shft, Shft Digital reserves the right to:

5.5.1. deny any User access to Shft and block access to the User's Personal Account in the following cases:

- a) if the authentication and (or) authorization of the User has not been carried out, or Shft Digital has reason to believe that the authentication and (or) authorization of the User has been carried out with violations;
- b) if there are technical problems with Shft Digital;
- c) if the User's actions significantly violate this Agreement;
- d) if the User's actions cause property damage or damage to Shft Digital business reputation.

5.5.2. make changes to the terms of the Agreement at any time and wholly at its sole discretion.

5.5.3. suspend the operation of Shft or hardware upon detection of significant malfunctions, errors, and failures, as well as for the purpose of preventive maintenance and prevention of unauthorized access at any time at its sole discretion and (or) during the occurrence of such a need for an unlimited time.

5.5.4. use the services of Third Parties to fulfill their obligations under this Agreement, without incurring liability to the User using such services.

5.5.5. disclose information about the User only in accordance with the legislation of the country of registration of Shft Digital.

5.5.6. expand, modify, shorten, edit and refine the functionality of the Shft service.

5.5.7. Withhold the User's remuneration in the event of:

- a) if the User owes Shft Digital any amounts – to the extent that the User owes such amounts in accordance with the Agreement;
- b) In the case of fraudulent actions with Content or on the YouTube platform that led to an increase in the number of views and rewards, as well as other actions that violate the terms of use of YouTube;
- c) If the YouTube channel is disconnected from the Shft Digital partner network and the Shft service before the expiration date of the License Agreement between the User and Shft Digital;
- d) Channel demonetization (in a situation where a YouTube channel is automatically disconnected from an affiliate program when YouTube decides to disable monetization for certain violations);
- e) Blocking the User's YouTube channel;
- f) The presence of gross violations of the terms of use of YouTube, copyright infringement;
- g) Violations of the terms of the Agreement.

5.6. Shft Digital publishes official messages related to User service and (or) modification (addition) of legally important information on the public official Shft website.

5.7. Shft Digital does not use the User's personal and payment data obtained during registration for any selfish purposes and guarantees non-disclosure of this data, except in cases where disclosure of such information is Shft Digital responsibility by virtue of the legislation of the country of registration of Shft Digital.

## **6. Payments**

6.1. After registration, the User in the Personal Account with the help of the Profile Balance gets access to tracking the amounts of Income, which is subsequently paid to the payment details specified in the User's Personal Account.

6.2. For the purposes of Income payment, the User uses one of the proposed Payment Systems. The User confirms that they are familiar with the rules of use of the Payment System chosen by them. The rules for using the Payment System are posted on the official web pages of the corresponding Payment System.

6.3. When using Payment Systems, the User agrees to all the terms and conditions of the relevant systems accessible in MC Pay.

6.4. All expenses related to bank transfer (bank fees for transfer, conversion, etc.), as well as expenses incurred by Shft Digital as a result of making a transfer using electronic payment systems, fees, taxes are deducted from the User's Income. All taxes established by the legislation of User registration are paid by the User in the state of his registration independently. Information about the commissions of banks and Payment systems, which can be deducted from the User's Income, is reflected in Shft when choosing a particular Payment System or another method of Income payment.

6.5. Profile funds are formed within 5 (five) business days after funds are credited by the Platform, other platforms, and (or) third parties to Shft Digital. Funds are credited to the User's Personal Account automatically based on income reports.

6.6. Shft Digital has the right to withhold part of the User's Income in cases of providing Additional Services in the amount and in the manner determined by the agreement of the parties.

6.7. If the User deletes the Personal Account or during the period provided to the User to restore the Personal Account, the funds owed to the User from the Platforms and (or) third parties have not been withdrawn, Shft Digital, at the request of the User, pays the remainder of the Income within 30 (thirty) calendar days.

6.8. If the User has declined the Shft Digital services, then at the request of the User, Shft Digital pays the amount of Income accumulated on the User's account in Shft.

6.9. The User's income is credited and displayed in Shft in US dollars.

6.10. The User has the right to request payment of Income in another currency or in another way, taking into account the functionality of Shft. Payments in currencies other than US dollars available in Shft are made at a special Rate, which is brought to the attention of the User at the time of choosing the appropriate method or currency. The User agrees that the Rate is set by Shft Digital independently.

6.11. The payment of Income to the User is made by clicking the button in the Personal Account called "Withdraw" within 10 (Ten) banking days. When crediting funds to the User through Profile Credits, Shft Digital has the right to charge an additional commission.

6.12. Profile Credits represent the amount that, based on Shft Digital data, the User will receive in the future, and which Shft Digital can pay to the User against future receipts.

6.13. Profile Credits are generated no later than 3 days from the date of accrual of Income to the User.

6.14. For security purposes, the User agrees that the payment of Income will not be carried out without passing the KYC procedure in Shft.

6.15. The User agrees that the Profile Funds may be paid to him by a Shft Digital commercial agent or other third parties.

## **7. Connecting a YouTube channel**

7.1. After completing registration, the User gets access to the Personal Account, where they track the amount of Income, which is subsequently paid through Shft, and also view the Connected channels.

7.2. If the provision of any additional Services offered by Shft Digital in Shft requires an additional Application and (or) clarification of the User's data, and (or) supplementing the User's data, and (or) clarifying the composition of such additional Services and the conclusion of additional agreements between the User and Shft Digital (agreements, conditions, rules, etc.), then such additional Services are provided to the User only after Shft Digital receives such an Application.

7.3. To Connect a channel, the User needs to click "Connect". During the connection process, the User will be asked to accept the terms of the license agreement for the transfer of rights to the Content, which are necessary to pay the YouTube Income to the User.

7.4. The User may have access to a system of tariffs, according to which the Income will be credited to Shft. The User is considered to have accepted the terms of the tariff at the time of their choice in the Personal Account.

7.5. When crediting funds to the User at one of the tariffs, Shft Digital has the right to charge interest for its services in the amount approved by Shft Digital unilaterally:

1. Interest for the withdrawal of Profile Credits prior to their accrual to the Profile Funds ("Flexible Payments" tariff);
2. Interest for the daily transfer of Profile Credits to Profile Funds ("Express Funds" tariff).

Unilaterally approved tariffs by Shft Digital are posted at: <https://weareshft.com/home/account>

7.6. Shft Digital reports that Shft is using the YouTube API Service. Considering this, when using Shft, the User accepts the YouTube terms of use located at: <https://www.youtube.com/t/terms> and also consents to the collection, use, and storage of their personal data in accordance with the Google Privacy Policy located at: <http://www.google.com/policies/privacy>. The User has the right to revoke their consent to the collection, use, and storage of their personal data at any time by clicking on the link <https://security.google.com/settings/security/permissions>.

7.7. The User agrees that the analytical data on the revenue of the User's YouTube channel are supplied by YouTube and are approximate. The amount of the User's remuneration calculated using such analytical data may differ from the amount actually accrued in Shft. The amount of the User's remuneration directly depends on the amounts that will be transferred by Google to the Shft Digital address. If Google does not transfer the remuneration to Shft Digital, Shft Digital is not obligated to pay such non-transferred remuneration to the User and is not responsible for the payment of remuneration to the User in this case.

## **8. Rules for making Transfers**

8.1. This section defines the conditions for making Transfers when using the Shft service.

8.2. Shft Digital provides Users with the ability to make Transfers if the User meets all of the following conditions:

8.2.1. The user is a private person;

8.2.2. The User has passed the verification process;

8.2.3. The user has activated two-step authentication.

Further, in this section (Section 8 of the Agreement), Users will be understood only as Users who meet the conditions specified in paragraphs 8.2.1 – 8.2.3 of the Agreement.

8.3. The User has the right to make Transfers only to Friends who comply with clause 8.2.1 – 8.2.3 of the Agreement. If the User complies with clause 8.2.1 and does not comply with clause 8.2.2. and (or) 8.2.3, he has the right to provide information and perform actions necessary to comply with clause 8.2.2. and (or) 8.2.3.

8.4. To make a Transfer, the User must:

8.4.1. Click on the "Transfer" button located in the Balance card in the system Shft;

8.4.2. Enter the ID of the user to whom he wants to make a Transfer;

8.4.3. Specify the Transfer amount;

8.4.4. Pass additional authentication.

8.5. To make a Transfer, the User is obliged to perform the actions specified in clause 8.4 of the Agreement in the order (sequence) specified in clause 8.4 of the Agreement. The User can also generate a link for Translation, and send it to another user who needs to make the Transfer.

8.6. The User agrees that Shft Digital is not responsible for the amount of the Transfer, the User's mistakes when performing the actions specified in clause 8.4 of the Agreement.

8.7. The User looked through and agrees that Shft Digital does not cancel the Transfer (refund of funds transferred by the User), regardless of the reasons for the erroneous (incorrect) transfer, as well as the reasons why the User expressed a desire to cancel the Transfer.

8.8. In addition to what is specified in this section, the User has the right to request a Transfer to any other User if such User provides confirmation of the rights to the Transfer amount of another User.

8.9. Shft Digital is not responsible to Users for confirming with Banks and Tax authorities the purpose of the payment and other issues on the User's side related to the payment of the Profile Balance.

8.10. The Users agree that the Transfer is a Shft Digital order from one User to fulfill a monetary obligation to a third party (another User).

## **9. Assurances and Guarantees**

9.1. If the YouTube channel is connected, the User, by agreeing to the terms of the Agreement, assures Shft Digital and guarantees that:

1. the User will not engage in illegal or fraudulent activities;
2. the User has all the rights and powers to accept the Agreement;
3. the User complies and will comply with the applicable laws;
4. the User specified reliable personal and payment data at registration;
5. the User voluntarily accepts the terms of the Agreement in full.

9.2. Shft is provided "as is" and Shft Digital makes no warranties or representations.

9.3. In particular, Shft Digital does not guarantee that:

1. the use of Shft will meet the needs of the User,
2. the use of Shft will be uninterrupted, timely, secure, or error-free,
3. any information obtained by the User as a result of using Shft will be accurate or reliable, and
4. defects in operation or functionality of any software provided to the User within Shft will be corrected.

9.4. Shft is not subject to terms, warranties, or other terms (including any implied terms of satisfactory quality, suitability for the intended use, or matching the description) unless expressly set forth in the Agreement.

## **10. Technical support**

10.1. Shft Digital provides free technical and informational support by email specified in Shft. The User can send his request via the form in Shft. Shft Digital will make every effort to provide a qualified and effective response to every User request.

10.2. Technical support email address: [support@weareshft.com](mailto:support@weareshft.com).

## **11. License**

11.1. By copying the Shft or using the Shft in any way, the User expresses his full and unconditional consent to all the terms of this Agreement.

11.2. The use of the Shft by the User under the terms of this Agreement is free of charge. The use of the Shft on terms and in ways not provided for by this Agreement is possible only on the basis of a separate agreement with the Shft Digital.

11.3. The Shft contains copyrighted materials, trademarks and other legally protected materials, including, but not limited to: texts, photos, graphic images.

11.4. The Shft Digital grants the User, and the User accepts a personal non-exclusive non-commercial limited license without the right to transfer the Shft to third parties. The Shft Digital grants the User the right to use the Program in the following ways:

11.4.1. To use the Shft for its direct functional purpose, in order to copy it and install (reproduce) it on the User's mobile device(s). The User has the right to install the Shft on an unlimited number of mobile devices owned by the User.

11.4.2. To distribute the Shft free of charge for non-commercial purposes by bringing information about it to an indefinite circle of persons without the right of subsequent transmission.

11.5. The Shft Digital is not obliged to provide support, maintenance, updates, modifications and new versions of the Shft. The Shft Digital may from time to time issue updates for the Shft and automatically, by electronic communication, update its version installed on the User's mobile device. By accepting this Agreement, the User agrees to such automatic updates, and also accepts that the terms and conditions of this Agreement will be valid for these updates.

11.6. The right to use the Shft after User registration is non-transferable. The User is fully responsible for the actions of transferring the Shft by third parties, as well as for the damage caused to the Shft and/or the Shft Digital caused by third parties as a result of such transfer.

11.7. The Shft is provided without quality assurance, does not imply any guarantees, express or implied. The Shft Digital does not guarantee that the Shft will meet the User's requirements, as well as that its operation will be uninterrupted and error-free. The Shft Digital is not responsible for the accuracy, completeness, applicability or reliability of the results obtained during the use of the Shft or any data and information downloaded or otherwise obtained through the use of the Shft. The User assumes the responsibility to upload, otherwise receive information through the Shft at his own risk and at his own discretion, while no claims can be made against the Shft Digital regarding damage received by the User or in relation to the User's property.

11.8. The use of the Shft by the User is possible only if there is access to the Internet. The user independently receives and pays for such access on the terms and at the rates of their telecom operator or Internet access provider.

## **12. Liability**

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

a) IN ANY CASE, SHFT DIGITAL IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS OR LOSS OF DATA, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE) OR ON OTHER GROUNDS THAT ARISE AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE Shft, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES CAUSED BY OR ARISING FROM THE USE BY THE USER OF ANY INFORMATION RECEIVED FROM SHFT DIGITAL, OR ARISING FROM ERRORS, ACTS OF INACTION, DELAYS, DELETION OF FILES OR EMAILS, ERRORS, DEFICIENCIES, VIRUSES, DELAYS IN FUNCTIONING OR TRANSMISSION OR DETERIORATION OF CHARACTERISTICS, REGARDLESS OF WHETHER THEY ARE CAUSED BY NATURAL DISASTERS, FAILURE OF COMMUNICATION SYSTEMS, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO DOCUMENTS, PROGRAMS OR SHFT DIGITAL SERVICES; AND

b) IN ANY CASE, THE TOTAL LIABILITY OF SHFT DIGITAL UNDER THE AGREEMENT, WARRANTY, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE EXPRESSED IN ACTION OR OMISSION, OR IMPUTED NEGLIGENCE), UNCONDITIONAL LIABILITY OR OTHER LIABILITY THAT ARISES AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE Shft, DOES NOT EXCEED THE AMOUNT OF \$100.

12.2. The User agrees to indemnify, defend and release Shft Digital from liability in respect of any claims, losses, damages, obligations, including legal support costs, that arise as a result of violations by the User (for example, violation of the rights of any third party, violation of the Agreement or any other applicable agreements regarding the use of Shft or violation of representations and warranties made by you under this document. Shft Digital reserves the right to exercise, at the User's expense, the exclusive protection, and control of any claim for which compensation is required for Shft Digital, and the User agrees to cooperate with Medicare in the protection of such claims. Shft Digital will use all reasonable efforts to inform you of any such claim, action, or proceeding that it becomes aware of.

12.3. Shft Digital is not responsible for any damage to the User's or other person's electronic devices, mobile devices, any other hardware or software caused by or related to the use of Shft.

12.4. The User bears all possible risks of adverse consequences in case of entering false personal data, deliberately false information, personal data of third parties into the Profile, including, but not limited to, the risks associated with bringing Shft Digital and (or) third parties to responsibility. In case of initiation of proceedings in accordance with the procedure established by law as a result of illegal actions by the User, the presence of justified claims of third parties, Shft Digital has the right to disclose the User's personal data, and the User undertakes to act on the side of the debtor, the defendant, the person against whom the process is being conducted.

## **13. Other conditions**

13.1. This Agreement is governed by and interpreted in accordance with the laws of the United Arab Emirates. All disputes arising in connection with this Agreement are subject to mandatory pre-trial settlement by the Parties, and in case of failure to reach an agreement within the framework of pre-trial settlement of the dispute – in a court having jurisdiction at the location of Shft Digital.

13.2. All questions and claims related to the Agreement should be sent to the email address: [support@weareshft.com](mailto:support@weareshft.com).

13.3. The invalidity of one of the clauses of the Agreement does not entail the invalidity of the entire Agreement.

13.4. Shft Digital grants the User a full, worldwide, and non-exclusive license to use Shft without the right to transfer the rights to such use to third parties.

13.5. The User recognizes the legal force of the texts of documents received by e-mail on a par with documents executed in simple written form on paper. Any documents that were sent using e-mail have full legal force only if these documents are sent to the User's e-mail address specified as the Login during registration. Shft Digital assumes no responsibility if the User specifies an incorrect email address.

Date of accession: 01.04.2026