The Jazz Fintech

TERMS AND CONDITIONS

THE JAZZ FINTECH (BROKTRADING LTD)

A Cyprus Limited Liability Company

Registration Number: HE 342927

Last Updated: 19/01/2026 | Version 2.0 (MoR Edition)

THE JAZZ FINTECH (BROKTRADING LTD), HE 342927, Orfeos Street 2B, office 201, 1070 Nicosia, Cyprus
Tel: +357 99189640, Email: info@thejazzfintech.com

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IMPORTANT NOTICE REGARDING PAYMENT PROCESSING

PLEASE READ CAREFULLY: All purchases of our products and services are processed by our authorized Merchant of Record (hereinafter the"MoR"), who acts as the seller of record for all transactions. By making a purchase, you enter into a separate agreement with the MoR for payment processing, billing, tax collection, and related matters. This arrangement does not affect your rights to use our products under these Terms and Conditions.

ARTICLE 1 - INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 General Introduction

These Terms and Conditions ("Terms", "Agreement") constitute a legally binding agreement between you ("User", "Customer", "you", "your") and **BROKTRADING LTD** ("Company", "we", "us", "our"), a private limited liability company incorporated under the laws of the Republic of Cyprus, with registered office at Orfeos Street 18B, 1070 Nicosia, Cyprus, Cyprus, and registration number HE 342927, operating under the trading name *THE JAZZ FINTECH*.

This Agreement governs your access to and use of our websites at www.thejazzfintech.com and www.pfarmour.com (the "Website" or "Platform"), our Expert Advisors ("EA" or "EAs"), our proprietary trading dashboard desktop software e web app (the "Dashboard"), access keys and license (the "Access Keys"), and all related digital products, services, content, features, and functions (collectively, the "Services" or "Products").

The Company operates as a financial technology ("fintech") enterprise specializing in the development, distribution, and licensing of automated trading software solutions, software analytical tools, and related digital products.

1.2 Merchant of Record Arrangement

IMPORTANT: All sales transactions made worldwide for our Products are processed through our authorized Merchant of Record ("MoR"), which is "Creem". Creem means:

- Armitage Labs OÜ whose registered office address is at Telliskivi Street 57b/1, Tallinn 10412, Estonia; and

The MoR arrangement means that:

(a) The MoR acts as the legal seller of record for all purchases of our Products;

(b) The MoR processes all payments, handles billing, and collects applicable taxes (VAT, GST, sales tax) on behalf of the transaction;

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(c) Your payment relationship, including payment processing, refund processing, and billing disputes, is directly with the MoR;

(d) The MoR is responsible for tax compliance, remittance, and providing tax invoices/receipts;

(e) You will receive purchase confirmations and invoices from the MoR, not directly from the Company;

(f) The Company remains responsible for the Products themselves, licensing, technical support, and all non-payment-related aspects of your relationship with us.

By completing a purchase, you agree to the MoR's terms of service and privacy policy in addition to these Terms. The MoR's terms can be found at:

https://www.creem.io/terms

https://www.creem.io/privacy

1.3 Acceptance of Terms

BY ACCESSING, BROWSING, OR USING THE WEBSITE, PURCHASING, DOWNLOADING, INSTALLING, OR USING ANY OF OUR PRODUCTS OR SERVICES, CREATING AN ACCOUNT, OR BY CLICKING "I AGREE", "I ACCEPT", "CONTINUE", OR ANY SIMILAR BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY: (A) THESE TERMS AND CONDITIONS; (B) THE MERCHANT OF RECORD'S TERMS OF SERVICE; AND (C) ALL SUPPLEMENTARY DOCUMENTS REFERENCED HEREIN.

If you are entering into this Agreement on behalf of a company or legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

1.4 Supplementary Documents

These Terms incorporate by reference: (a) Privacy Policy; (b) Cookie Policy; (c) End User License Agreement (EULA); (d) Risk Disclaimer; (e) Service Level Agreement (SLA); (f) Acceptable Use Policy; and (g) the Merchant of Record's Terms of Service and Policies (https://www.creem.io/terms https://www.creem.io/privacy).

1.5 Eligibility Requirements

To use our Products and/or our Services, you must: (a) Be at least 18 years of age or the age of legal majority in your jurisdiction; (b) Have the legal capacity to enter into binding contracts; (c) Not be located in a jurisdiction where such access would be prohibited; (d) Not be subject to economic sanctions or trade restrictions; (e) Provide accurate information during registration; and (f) Comply with all applicable laws.

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ARTICLE 2 - DEFINITIONS AND INTERPRETATION

2.1 Definitions

"Access Keys" means the unique license keys, activation codes, API keys, or other digital credentials, issued by the Company and/or generated by you, to enable use of the Products.

"Account" means the user account created on the Platform to access the Services.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

"Dashboard" means the Company's proprietary trading dashboard desktop software and web app providing market and/or portfolio analysis, risk analysis, trading's friction costs analysis, and related features.

"Expert Advisor" or "EA" means the Company's automated trading software programs designed to execute trades on Trading Platforms.

"License" means the limited rights granted to use the Products subject to these Terms and the EULA.

"Merchant of Record" or "MoR" means *Creem*, the third-party payment processor that acts as the seller of record for all purchase transactions. *Creem* means:

> Armitage Labs OÜ whose registered office address is at Telliskivi Street 57b/1, Tallinn 10412, Estonia.

"Order" means your purchase order for Products, processed through the MoR.

"Partners" means the Company's business partners, resellers, distributors, and marketing affiliates.

"Products" means the Expert Advisors, Dashboard desktop software and web app, Access Keys, and other digital products offered by the Company.

"Services" means all products, features, services, content, and functionality provided by the Company.

"Subscription" means a recurring payment arrangement for access to Products for a specified period.

"Trading Platform" means third-party platforms on which the EAs operate.

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2.2 Interpretation

In these Terms: (a) headings are for convenience only; (b) singular includes plural and vice versa; (c) "including" means "including without limitation"; (d) references to statutes include amendments; (e) "writing" includes electronic communication.

ARTICLE 3 - ACCOUNT REGISTRATION AND SECURITY

3.1 Account Creation

To access certain features and purchase Products, you must create an Account. You agree to: (a) Provide accurate, current, and complete registration information; (b) Maintain and update your information; (c) Maintain security of your login credentials; (d) Notify us immediately of unauthorized access; (e) Accept responsibility for all activities under your Account; and (f) Not create multiple Accounts without consent.

3.2 Account Security

You are responsible for: (a) Creating a strong, unique password; (b) Not sharing your credentials; (c) Enabling two-factor authentication if available; (d) Logging out after sessions on shared devices; and (e) Complying with security measures we implement.

3.3 Account Verification

We may verify your identity and require: (a) Government-issued ID; (b) Proof of address; (c) Additional documentation for KYC/AML compliance; and (d) Other information as reasonably requested.

3.4 Account Suspension and Termination

We may suspend or terminate your Account for: (a) Violation of these Terms; (b) Fraudulent or illegal activity; (c) Non-payment (as reported by the MoR); (d) Provision of false information; (e) Harmful activity; (f) Security concerns; (g) Extended inactivity; (h) Legal requirements; or (i) Discontinuation of Services.

ARTICLE 4 - PRODUCTS AND SERVICES DESCRIPTION

4.1 Expert Advisors (EAs)

Our Expert Advisors are automated trading software programs designed to: (a) Operate on supported Trading Platforms (MT4, MT5); (b) Execute trades based on predefined user's algorithms or manual orders; (c) Analyse market data; (d) Manage positions automatically.

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IMPORTANT: EAs do not guarantee profits. Past performance is not indicative of future results. Trading involves substantial risk of loss. You are solely responsible for all trading decisions.

4.2 Trading Dashboard

The Dashboard desktop software and web app provides: (a) Portfolio's data visualization; (b) Portfolio and Risk Management configuration tools; (c) Trade and Friction costs analytics; (e) Platform integration (available by the desktop version only); (f) Historical trades records; (g) where applicable, additional usage or analytical features and tools.

4.3 Access Keys and Licensing

Access to Products, where applicable, may be controlled through Access Keys which: (a) Authenticate your use of Products; (b) Are tied to your Account and license; (c) May be limited to specific devices/accounts; (d) Are non-transferable; (e) Must be kept confidential; and (f) May be deactivated if misused.

4.4 Service Availability

We use commercially reasonable efforts to maintain availability but: (a) Services may have scheduled maintenance; (b) Unscheduled downtime may occur; (c) We may modify or discontinue features; (d) New features may have additional terms; and (e) Use is subject to the SLA.

ARTICLE 5 - FEES, PAYMENT, AND BILLING

5.1 Pricing

Product prices are displayed on our website www.pfarmour.com and/or Dashboard desktop software and web app, at checkout. All prices are processed by the MoR and may be shown in various currencies. The MoR determines the final price including applicable taxes based on your location.

5.2 Merchant of Record Payment Processing

All payments are processed by our Merchant of Record, *Creem*. This means:

(a) Payment Relationship: Your payment contract is with the MoR, not directly with the Company. The MoR is the seller of record appearing on your payment statements.

(b) Payment Methods: The MoR accepts various payment methods including credit/debit cards, PayPal, and other methods as available. Accepted methods may vary by region.

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(c) Currency and Conversion: The MoR handles currency conversion. You may be charged in your local currency or USD/EUR depending on your location and payment method.

(d) Tax Collection: The MoR calculates and collects all applicable taxes (VAT, GST, sales tax) based on your location. Tax rates are determined by the MoR in compliance with local laws.

(e) Invoices and Receipts: The MoR provides all invoices, receipts, and tax documentation. These will be sent to your email and/or available in the MoR's customer portal (if it is provided).

(f) Billing Inquiries: For billing questions, payment issues, or invoice requests, contact the MoR directly through their support channels or through links in your purchase confirmation.

5.3 Subscriptions and Automatic Renewal

For subscription Products: (a) The MoR will automatically charge your payment method at each renewal; (b) You authorize recurring charges when subscribing; (c) Renewal occurs unless cancelled before the renewal date; (d) Subscription management (cancellation, plan changes) is handled through the MoR's portal (if it is provided); (e) The MoR will send renewal reminders before charging; and (f) Price changes will be communicated in advance.

5.4 Taxes

The Merchant of Record handles all tax-related matters:

(a) Tax Calculation: The MoR automatically calculates applicable taxes (VAT, GST, sales tax) based on your billing address and local tax requirements.

(b) Tax Collection and Remittance: The MoR collects taxes at checkout and remits them to the appropriate tax authorities on your behalf.

(c) Tax Invoices: The MoR provides VAT-compliant invoices. For EU business customers, provide your VAT number during checkout to apply reverse charge if eligible.

(d) Tax Exemptions: If you are tax-exempt, provide documentation to the MoR through their support channels.

(e) The Company does not handle tax collection, and all tax-related inquiries should be directed to the MoR.

5.5 Failed Payments

If payment fails: (a) The MoR will attempt to process payment again; (b) You will receive notification of failed payment; (c) Access may be suspended until payment succeeds; (d) After multiple failures, your subscription may be cancelled; and (e) Outstanding amounts remain due.

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ARTICLE 6 - REFUNDS AND CANCELLATIONS

6.1 Refund Processing Through MoR

Creem acts as the seller of record. <u>For digital products, the Company controls the refund policy via the MoR's merchant dashboard.</u> This means: (a) Refunds are processed by the MoR, not directly by the Company<u>; (b) The Company determines refund eligibility based on its own policy as configured in the MoR's dashboard</u>.

Our products qualify as digital content not supplied on a tangible medium.

EU/EEA consumers are generally entitled to a 14-day statutory right of withdrawal for distance contracts.

However, pursuant to the EU Consumer Rights Directive, the right of withdrawal does not apply once the performance of digital content has begun, provided that:

<u>IMPORTANT: The Company is responsible for implementing EU withdrawal waivers in its checkout flow. Before completing a purchase, you will be required to acknowledge via checkbox that: (i) you request immediate access to the digital content; and (ii) you understand and accept that by doing so, you waive your 14-day statutory right of withdrawal.</u>

The following conditions must be met for the waiver to apply:

(i) you have expressly requested the immediate supply of the digital content;

(ii) you have expressly acknowledged that you will lose your right of withdrawal once the performance has begun; and

(iii) the download or access to the digital content has started.

If these conditions are not met, your statutory right of withdrawal remains fully applicable. All refunds are processed by the Merchant of Record. The refund process works as follows:

a) For Refund Requests: Submit refund requests through the MoR's Customer Portal by clicking on your Order and/or Subscriptions box and then clicking on "Contact Merchant" section which appears in the dropdown menu that you will find visible in the top right corner close to the order number. You may also contact our support at info@pfarmour.com, and we will connect and liase with the MoR.

(b) Refund Eligibility: <u>Refund eligibility is determined by the Company's refund policy. However, notwithstanding the Company's policy, you acknowledge and agree that the MoR may, at its sole discretion, issue a refund (partial or total) without prior instruction from the Company where:</u>

<u>required by law or applicable consumer protection regulations;</u>

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mandated by card schemes, payment providers, or regulatory authorities;

due to technical errors, duplicate payments or manifest mistakes,

there are suspected fraudulent payments or purchase disputes.

(c) Refund Method: Refunds are processed to the original payment method by the MoR.

(d) Refund Timeline: depend on the MoR's processing policies and your payment provider

(e) Tax Refunds: When a refund is issued, the MoR also refunds any taxes collected on the original transaction.

(f) Additional digital means for Refunds: where required by law or applicable consumer protection regulations, you may request the refund by the Company's Withdrawal Request interface you can find at: https://www.pfarmour.com/withdraw .

6.2 Subscription Cancellation

To cancel a subscription: (a) Use the MoR's Customer Portal by clicking on your Orders and/or Subscriptions box and then clicking on "Contact Merchant" section which appears in the dropdown menu that you will find visible in the top right corner close to the order number; or (b) Contact our support for assistance at info@pfarmour.com. Cancellation takes effect at the end of the current billing period. **IMPORTANT**: Cancelling a subscription only stops future billing and does not automatically refund the current billing period. No partial refunds for unused subscription time are provided, unless required by law or expressly granted by the Company.

6.3 Chargebacks and Disputes

Payment disputes and chargebacks are handled by the MoR. Before initiating a chargeback with your bank, please: (a) Contact the MoR to resolve the issue; (b) Contact our support if needed; and (c) Allow reasonable time for resolution. Fraudulent chargebacks may result in account termination and legal action.

ARTICLE 7 - LICENSE GRANT AND INTELLECTUAL PROPERTY

7.1 License Grant

Subject to these Terms and payment confirmation from the MoR, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) Access and use the Products and Services; (b) Download, install, and use Products on authorized devices; (c) Use Access Keys for their intended purpose; and (d) Access Content for personal or internal business use.

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This license is subject to restrictions detailed in the EULA, including prohibitions on copying, modifying, reverse engineering, distributing, or creating derivative works.

7.2 Intellectual Property Ownership

The Company and its licensors own all rights in: (a) The Services, and Products; (b) All Content provided by the Company; (c) All Intellectual Property Rights therein; (d) All modifications and derivative works; (e) All Feedback you provide; and (f) Aggregated, anonymized usage data.

Nothing in these Terms transfers ownership of any Intellectual Property to you.

7.3 Trademarks

The Company's name, logo, and related marks are trademarks of the Company. You may not use these without prior written permission.

ARTICLE 8 - USER OBLIGATIONS AND PROHIBITED CONDUCT

8.1 User Responsibilities

You are responsible for: (a) Complying with all applicable laws; (b) Maintaining account and Access Key security; (c) All activities under your Account; (d) Hardware, software, and connectivity requirements; (e) Compatibility verification; (f) All trading decisions; (g) Data backup; and (h) Compliance with third-party terms.

8.2 Prohibited Uses

You must not: (a) Violate any law or regulation; (b) Infringe third-party rights; (c) Transmit malicious code; (d) Attempt unauthorized access; (e) Interfere with Services; (f) Engage in market manipulation or fraud; (g) Circumvent security features; (h) Harvest user data; (i) Impersonate others; (j) Engage in money laundering; (k) Use for illegal gambling; (l) Send spam; or (m) Enable others to do any prohibited activity.

8.3 Compliance with Laws

You must comply with all applicable laws including financial services regulations, securities laws, AML/CTF laws, sanctions, tax laws, data protection laws, and consumer protection laws.

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ARTICLE 9 - DISCLAIMERS AND LIMITATIONS

9.1 Disclaimer of Warranties

THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES, PARTNERS, THE MERCHANT OF RECORD, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9.2 No Financial Advice

THE COMPANY IS NOT A FINANCIAL ADVISOR. THE SERVICES CONNECTED TO THE SOFTWARE (WHEN PROVIDED) ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE INVESTMENT ADVICE, FINANCIAL ADVICE, OR TRADING RECOMMENDATIONS. YOU ARE SOLELY RESPONSIBLE FOR YOUR TRADING DECISIONS.

9.3 Trading Risks

TRADING INVOLVES SUBSTANTIAL RISK OF LOSS. YOU MAY LOSE ALL OR MORE THAN YOUR INITIAL INVESTMENT. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. THE COMPANY DOES NOT GUARANTEE ANY TRADING OUTCOMES.

9.4 Technology Risks

You acknowledge risks including: software bugs, connectivity issues, system failures, cyber attacks, hardware failures, third-party service failures, and other technological issues. The Company is not liable for losses arising from such risks.

9.5 MoR Disclaimer

The Company is not responsible for: (a) Payment processing errors by the MoR; (b) MoR system outages; (c) Currency conversion rates or fees; (d) Tax calculations by the MoR; or (e) Any actions or omissions of the MoR. Your payment relationship is governed by the MoR's terms.

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ARTICLE 10 - LIMITATION OF LIABILITY

10.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES (INCLUDING AFFILIATES, PARTNERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, REVENUE, DATA, GOODWILL, TRADING LOSSES, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

10.2 Cap on Liability

THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES SHALL NOT EXCEED THE GREATER OF: (A) AN AMOUNT EQUAL TO THE AVERAGE CALCULATED ON THE TOTAL FEES PAID BY YOU TO THE COMPANY (VIA THE MoR) DURING THE PREVIOUS 12 MONTH OF THE CLAIM (NET OF ANY ALREADY DISBURSED COSTS FROM THE COMPANY'S, INTER ALIA, FOR TAXES, AND/OR MoR's FEES; THE LIST IS NOT EXHAUSTIVE); OR (B) NINETY EUROS (€90).

10.3 Basis of the Bargain

These limitations form an essential basis of the bargain, reflect a reasonable allocation of risk, and shall apply even if any remedy fails of its essential purpose.

10.4 Jurisdictional Limitations

Some jurisdictions do not allow certain limitations. In such cases, our liability shall be limited to the maximum extent permitted by law.

ARTICLE 11 - INDEMNIFICATION

11.1 Indemnification by User

You agree to defend, indemnify, and hold harmless the Company, its Affiliates, Partners, the Merchant of Record, and their respective officers, directors, board members, shareholders, executives, managers, employees, agents, representatives, contractors, successors, and assigns (collectively, "Indemnified Parties") from and against any claims, damages, losses, costs, and expenses (including attorneys' fees) arising from:

(a) Your use or misuse of the Services or Products;

(b) Your violation of these Terms or any supplementary policies;

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(c) Your violation of any applicable law or third-party right;

(d) Your trading activities or investment decisions;

(e) Your User Content or data;

(f) Your negligence, willful misconduct, or fraud;

(g) Disputes between you and third parties (including brokers or prop firms);

(h) Your failure to pay applicable taxes (except those collected by MoR);

(i) Fraudulent chargebacks initiated by you;

(j) Unauthorized use of your Account or Access Keys; and

(k) Any claim that your use of the Services caused damage to a third party.

11.2 Indemnification Procedures

Indemnified Parties shall: (a) Promptly notify you of any claim; (b) Provide reasonable cooperation at your expense; and (c) Grant you control of the defense, provided you do not settle without consent if it imposes liability on Indemnified Parties.

11.3 Scope and Survival

These indemnification obligations: (a) Survive termination; (b) Apply regardless of liability limitations elsewhere; (c) Are in addition to other remedies; and (d) Extend to all Affiliates, Partners, management, directors, officers, employees, and representatives as third-party beneficiaries.

ARTICLE 12 - GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

These Terms shall be governed by the laws of the Republic of Cyprus, without regard to conflict of law principles. Note that your payment relationship with the MoR may be governed by different laws as specified in the MoR's terms.

12.2 Informal Dispute Resolution

Before formal proceedings, parties agree to attempt resolution through negotiation within 30 days of written notice.

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12.3 Arbitration

Unresolved disputes shall be settled by binding arbitration administered by the Cyprus Arbitration and Mediation Centre (CAMC). Arbitration shall be conducted by a single arbitrator in Nicosia, Cyprus, in English. The arbitrator's award is final and binding.

12.4 Payment Disputes

Disputes related to payments, billing, or refunds should first be directed to the Merchant of Record. The MoR has its own dispute resolution procedures as specified in their terms of service.

12.5 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS.

12.6 Time Limitation

To the fullest extent permitted by law Any claim must be filed within one (1) year after it arose, or it is forever barred.

ARTICLE 13 - THIRD-PARTY SERVICES

13.1 Third-Party Services

The Services integrate with third-party products and services including: (a) Trading platforms; (b) The Merchant of Record for payment processing; (c) Data providers; (d) Cloud hosting providers; and (e) database solution providers; (f) Other third-party services. We do not control and are not responsible for third-party services.

13.2 Merchant of Record

Our Merchant of Record, *Creem*, is an independent third party. Your use of their services is governed by their own terms and policies. We are not liable for: (a) MoR service outages; (b) Payment processing errors; (c) MoR's handling of your data; (d) Currency conversion or fees; or (e) Any other MoR actions or omissions.

13.3 Broker and Prop Firm Relationships

The Company is not a broker or a prop firm. Your broker and prop firm relationship is separate and independent. We have no responsibility for broker and prop firms' actions, solvency, or disputes.

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ARTICLE 14 - DATA PROTECTION AND PRIVACY

14.1 Data Processing

We process your personal data in accordance with our Privacy Policy and applicable data protection laws including GDPR.

14.2 MoR Data Processing

When you make a purchase, the Merchant of Record collects and processes certain personal data including payment information, billing address, and transaction details. The MoR processes this data as a data processor on our behalf, in accordance with our data processing agreement. For details on how payment data is handled, please refer to the MoR's privacy policy. We receive limited transaction data from the MoR necessary to fulfill your order and provide support.

14.3 Data Security

We implement appropriate security measures. However, no method is completely secure. You acknowledge that you transmit data at your own risk.

ARTICLE 15 - FORCE MAJEURE

Neither party shall be liable for failure or delay due to circumstances beyond reasonable control, including: natural disasters, pandemics, war, terrorism, strikes, government actions, cyber attacks, power outages, telecommunications failures, MoR service disruptions, and third-party service failures.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Entire Agreement

These Terms, together with supplementary documents and the MoR's terms, constitute the entire agreement between you and the Company.

16.2 Amendments

We may modify these Terms at any time. Material changes will be notified 30 days in advance. Continued use constitutes acceptance.

16.3 Waiver

No failure to exercise any right operates as a waiver. Waivers must be in writing.

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16.4 Severability

If any provision is invalid, it shall be modified to the minimum extent necessary or severed, with remaining provisions continuing in effect.

16.5 Assignment

You may not assign these Terms without our consent. We may freely assign.

16.6 Relationship of Parties

Nothing creates a partnership, joint venture, employment, or agency relationship.

16.7 No Third-Party Beneficiaries

Except for Indemnified Parties, these Terms benefit only the parties and their successors.

16.8 Notices

Notices shall be in writing. Company notices to your registered email are effective upon sending. Your notices to us should be sent to compliance@thejazzfintech.com.

16.9 Survival

Provisions that by their nature should survive termination shall survive, including definitions, IP rights, disclaimers, limitations, indemnification, and dispute resolution.

16.10 Language

This Agreement is drawn up in the English language, which shall be the governing language for all purposes of interpretation.

Any translation of this Agreement into another language is provided for convenience only and shall have no legal effect. In the event of any inconsistency or conflict between the English version and any translation, the English version shall prevail.

Notwithstanding the foregoing, where mandatory provisions of applicable law or requirements of a competent court or authority in the Republic of Cyprus require the use of the Greek language, the Greek version shall prevail solely for such mandatory purposes.

For the avoidance of doubt, the parties expressly agree that the English language version shall be the reference version for all contractual, commercial, and interpretative purposes, including in any arbitration proceedings, save where Greek is mandatorily required by law.

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The Jazz Fintech

ARTICLE 17 - CONTACT INFORMATION

Company Contact:

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Email: info@thejazzfintech.com; info@pfarmour.com

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Websites: www.thejazzfintech.com; www.pfarmour.com

Registration Number: HE 342927

Merchant of Record (Payment/Billing): *Creem*

Website: https://www.creem.io

Support: support@creem.io

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