

## Terms of Use

### 1. General terms

- 1.1. The information system operated by the Company and accessed through the Internet via the following domain name: tiki.business (hereinafter - the "Platform") is a platform that, in accordance with these Terms of Use, allows individuals to use "Tiki Broker", "Tiki Express", "Tiki Scanner" products (hereinafter - the "Products"), use the Company`s services and participate in Commercial projects, carried out by the Company with the aim to make personal profit. The specified above domain name gives access to the website (hereinafter - the "Website") operated by the Company.
- 1.2. The Company offers to the Internet user (hereinafter - the "User") to use the Platform and the Products in accordance with the terms and conditions set forth in these Terms of Use (hereinafter - the "Terms and Conditions"). These Terms of Use are concluded between the Company and the User, who has consented to the Terms and Conditions of these Terms of Use in the manner provided in this section of these Terms of Use.
- 1.3. The Terms of Use are concluded between the Company and the User for the period of 1 (one) year.
- 1.4. The hits/visits on the Platform (the Website) and its use are subject to these Terms of Use.
- 1.5. The use of the Platform and the Products (any part or feature thereof) by the User, including registration of the User on the Platform (the Website), is considered as the absolute acceptance of all the Terms and Conditions by the User. By using the Platform and the Products in any way the User expressly agrees to all the Terms and Conditions and assumes all the obligations provided for in these Terms of Use. The User must carefully read the Terms and Conditions before using the Platform and the Products. In the event of the User's disagreement with the Terms and Conditions, the User shall not be entitled to use the Platform, the Products and to visit the Website and must immediately stop using the Platform and the Products. In such a case, the continued use of the Platform and the Products by the User after the acknowledgement of the Terms and Conditions means that the User absolutely accepts the Terms and Conditions and agrees to them.

### 2. Definitions

- 2.1. For the purposes of these Terms of Use, the following definitions shall be used:
  - 2.1.1. **The arbitration bonus** is a type of reward that the Platform Participants receive during the year by participating in Commercial projects. At the moment it is between 5% and 13%, depending on the type of product used;
  - 2.1.2. **The in-house currency** is the virtual balance on the Account that changes, by way of adding funds to it, updating the Products or receiving recommendations or rewards from the Company. In-house currency does not bear any financial expression and does not oblige the Users to conduct any financial activities.

- 2.1.3. **Login and Password** are unique name (login) and password of the registered User, which are used to sign in to the Account of such a registered User.
- 2.1.4. **The Projects (Commercial Projects)** are the websites of third parties that the Company develops on the basis of internal arrangements with them, including by raising funds from the Platform Participants and carrying out certain activities by the Platform Participants. Information about the Commercial Projects can be posted on the Platform.
- 2.1.5. **Services** are the functionalities and features of the Platform that allows the Platform Participant to participate in Commercial Projects and to make profit in case of successful implementation of the Commercial Projects by the Company, in accordance with the Terms and Conditions.
- 2.1.6. **Participation in a Commercial project** is the exchange of funds by the Platform Participant for the opportunity to make profit by using the software;
- 2.1.7. **The Platform Participant** is a status which, in accordance with the Terms and Conditions, is assigned by the Company to the registered User who participates in commercial projects with the aim to make profit by using the Platform;
- 2.1.8. **The Account** is the registered User`s personal section of the Platform. Signing in to the Account is carried out by entering the Login and the Password in the appropriate sections of the Platform. Use of the Account allows such registered User to use the Platform functionalities and features.

### **3. Subject matter of the Terms of Use**

- 3.1.** The Company renders services, that allow to use the Platform and the Products (their functionalities and features), as well as other services, to the User under the Terms and Conditions set forth in these Terms of Use. In addition, there is a mandatory condition for the rendering of the Services by the Company which is the unconditional acceptance, compliance with and execution by the User of all the Terms and Conditions defined by these Terms of Use.
- 3.2.** The Products are designed to simplify the analysis of information about the world of sports and arbitrage trading. The Platform provides the User with free training, as well as step-by-step instructions from the curators of the Platform for quick integration of the User (on his initiative) into this area. During the User`s training, the Platform provides to the User a varying arbitration bonus on a monthly basis.
- 3.3.** The scope of the Services rendered to the User by the Company, as well as the corresponding scope of rights and obligations of the User, depends on the status of such a User, assigned by the Company in accordance with the Terms and Conditions and the particular type of the Product.
- 3.4.** The Company implements and participates in the implementation of Commercial projects in which the Platform Participants can engage on the initiative of the Company. The Company is interested in profitability of such projects and ensures the right of the relevant Platform Participants to

benefit in case of successful implementation of the project, in accordance with the Terms and Conditions.

#### **4. The rights and the obligations of the Company**

- 4.1.** The Company carries out the actions necessary for the normal and uninterrupted operation of the Platform and the Products, determines the interface and structure of the Platform, determines the procedure for using the Platform and the Products, including the procedure for posting information on the Platform, carries out the maintenance and the updating of the Platform and the Products, including the processing of relevant information, provides and restricts access of Users to the Platform and the Products.
- 4.2.** The "Tiki Express" product can be provided to each Platform Participant.
- 4.3.** The company has the right to release or terminate the release and validity of the limited version of the "Tiki Express" product at its own discretion.
- 4.4.** In case of violation of the Terms and Conditions by the User (at least one violation), the Company has the right to send such a User a warning containing the description of such a violation. The Company also has the right to unilaterally and without judicial procedures repudiate in whole or in part the Terms of Use concluded with such a User, including discontinuing or suspending the provision of such Services to the User (all or some of the Services), block or restrict access of such a User to the Platform (including to the Account) and the Product, delete its Account and/or the information posted by the User on the Platform, block or restrict the User's access to such information, refuse to allow such a User to use the Platform and the Products or individual functions/features thereof, change the status of the User assigned by the Company earlier, deprive the User of that status or to refuse to assign the status.
- 4.5.** The Company assigns the statuses to the Users in connection with the use of the Platform in accordance with the Terms and Conditions. The statuses assigned to the Users are displayed in the headers of their Accounts.
- 4.6.** The Company has the right to request from the Platform Participant, which participates in Commercial projects, to perform certain actions, including but not limited to the publication of information in social networks or other Internet resources, in accordance with the Company's instructions.
- 4.7.** The Company has the right at any time to verify the identity of the User.
- 4.8.** In case of force majeure circumstances the Company has the right to change the amount of the monthly arbitration bonus at its discretion without any conciliation with the Platform Participant.

#### **5. The rights and the obligations of the User**

- 5.1.** The User agrees to read the entire Terms and Conditions prior to registering on the Platform.
- 5.2.** The User is obliged to comply with and execute all the Terms and Conditions of the Terms of Use when using the Platform and the Products in any way.
- 5.3.** Each User who wishes to purchase the "Tiki Express" product is obliged to familiarize themselves with the instructions that can be found following the link: [account.bigbet.pro](http://account.bigbet.pro).

- 5.4.** The User is obliged to use (including transfer, provision to third parties and distribution) any information obtained in connection with the use of the Platform and the Products in accordance with the Terms and Conditions of the Terms of Use. The User is obliged not to use (including transfer, provision to third parties and distribution) any information obtained from the use of the Platform and the Products in any way that does not comply with the requirements of these Terms of Use.
- 5.5.** The User is obliged not to post advertising of any kind on the Platform, unless otherwise expressly provided by these Terms of Use or other agreement concluded by such a User with the Company.
- 5.6.** The User is obliged not to disclose to other Users and other third parties information about other Users and Commercial projects obtained from the use of the Platform and the Products. Such information is deemed confidential.
- 5.7.** The registered User is obliged not to disclose to other Users and other third parties information about their Login and Password. Such information is deemed confidential.
- 5.8.** The User is obliged not to carry out actions aimed at violating of the normal and uninterrupted operation of the Platform (the Website) and the Products, as well as to refrain from using malware.
- 5.9.** The User is obliged to access the Platform only through the Platform interface provided by the Company. The User is obliged not to sign in to its Account in any other way except by using its Login and Password.
- 5.10.** The registered User is obliged to immediately notify the Company about any incident of unauthorized access to its Account (including signing in to his Account), unauthorized use of his Login and Password, and/or any breach (suspicion of breach) of their confidentiality.
- 5.11.** The User who is an individual acting on his own behalf has the right to register on the Platform and obtain the Platform Participant status of a after providing additional information about itself in accordance with the request proposed in the respective form on the Platform. The Company decides to grant this status to such a User or to refuse to grant such a status to the User at its own discretion, and such a decision does not require an agreement with such a User and/or an obligation to explain to the User the reason for the decision made by the Company.
- 5.12.** The registered User has the right to repudiate these Terms of Use in full unilaterally and without judicial procedures by notifying the Company via the Platform 5 (five) working days prior to such a refusal.
- 5.13.** The User has the right to prolong the validity of this Agreement for another year, if the Company has not expressed its objection to such prolongation.

## **6. Participation in Commercial projects via the Platform**

- 6.1.** The Platform Participants have the right to participate in Commercial projects via the Platform by exchanging funds for the use of the Products and other software and by performing other actions at the request of the Company.
- 6.2.** These funds will be used to carry out Commercial projects.
- 6.3.** The Platform Participant has the right to make profit in the amounts depending on the success (profitability) of Commercial projects in which

the Platform Participant takes part in accordance with the Terms and Conditions. In this regard, the specific amount of the profit from a Commercial project that can be obtained by the Platform Participant is not set by the Terms and Conditions, but can be set in percentage terms, in relation to the number of the Platform Participants who obtain similar profits on an ongoing basis.

- 6.4.** Payments of the arbitration bonuses to the Platform Participants are made once a month.
- 6.5.** Payments to the Platform Participants will be credited to the special analytical balance of their User Accounts.
- 6.6.** The withdrawal of funds from the analytical balance of the User Account at the User's initiative is possible not earlier than 1 (one) year from the moment of the first crediting of funds to the balance of the User Account.
- 6.7.** When the User withdraws all the funds from the balance of his Account, the requested amount shall be credited to an account in a bank or payment solution providers, details of which are to be specified by the User. In this case, the the User Account balance is blocked permanently, which means that neither binary marketing, nor the purchase of Platform Products by the User, nor any other actions will be carried out in the future. The term for withdrawal of funds may constitute 30 (thirty) calendar days or more, since it depends on the operation of payment solution providers systems.
- 6.8.** All incoming and outgoing payments are made via the Company's software and the accounts of the Company's financial partners.

## **7. Liability of the Parties under this Agreement**

- 7.1.** The Company shall not be liable to the Users and third parties for any unreliable, false, incomplete, inaccurate, erroneous, distorted and/or irrelevant information posted on the Platform by the Users and/or the Company on behalf of the Users. The Company is not liable for any damage and/or losses incurred by the Users and/or third parties arising from the fact that such information is placed on the Platform, as well as for harm and/or losses caused to the Users and/or to third parties as the result of the use of such information, as well as in connection with the use of the information obtained as the result of the use of the Platform and the Products.
- 7.2.** The User is liable to the Company and third parties, including other Users, for the information content posted by such a User on the Platform, including any false, unreliable, incomplete, inaccurate, erroneous, distorted and/or irrelevant information, and for providing to the Company and third parties such information and its distribution, including for harm and loss caused as the result of such actions. All possible disagreements and disputes of the User with third parties related to such information and such actions are to be resolved by such a User independently and at its own expense.
- 7.3.** The User manages his own Accounts to generate income from arbitrage trading in the world of sports.
- 7.4.** The Company is not liable for any actions of the Platform Participants.
- 7.5.** The Company is not responsible for ensuring the confidentiality and security of Logins and Passwords of the Users. The Company is not liable

for unauthorized access to the information posted on the Platform, as well as for other adverse consequences for the Users, including harm and/or damage caused to them and/or third parties, if such access and such consequences are caused by a violation by such a User of the obligation specified in Paragraphs 5.6, 5.8, 5.9 of the User Agreement.

- 7.6.** The Company does not guarantee uninterrupted operation of the Platform in the following cases:
- 7.6.1. problems with third-party Internet servers and/or networks;
  - 7.6.2. any problems with the local equipment of the User, network connection, etc.;
  - 7.6.3. during the pre-announced maintenance period;
  - 7.6.4. in case of force majeure.
- 7.7.** In the event of absence of access to the Platform and the Products, either in whole or in part, due to maintenance or other technical works that ensure the normal operation of the Platform and the Products, the Company shall not be liable to the Users for interruptions in the operation of the Platform (suspension the Services) and the Products. The Company is also not liable to the Users for not receiving by the latter of any information in connection with such interruptions (suspension), and does not reimburse the Users and third parties whatever damage and losses incurred by them in connection with such interruptions (suspension).
- 7.8.** The Company is not liable for any delay in meeting or failure to meet its obligations under the Terms and Conditions if the delay or failure is caused by force majeure circumstances, including:
- 7.8.1. fire, earthquake, storm, flood, hurricane, severe weather or other natural disaster, war, terrorism, explosion, sabotage, industrial accident or industrial strike;
  - 7.8.2. network attacks ("DoS attacks"), failures of telecommunications systems, equipment failures or failures of software provided by a third party, in accordance with their specifications;
  - 7.8.3. an extremely high level of the demand on the services of the Platform, which is much higher than the usual level of the demand, which leads to a malfunction of the software and/or hardware of the Company;
  - 7.8.4. the inability of any third party (including but not limited to any bank or other financial institution) to fulfill any obligations to the Company;
  - 7.8.5. any other circumstances or events that are beyond the Company's reasonable control.
- 7.9.** In case of delay in fulfilling or failure to fulfill its obligations due to force majeure circumstances, the Company has the right to compensate for the damages incurred by the User by providing various Company's products and/or in-house currency to such a User at its own discretion and with taking into account the wishes of the User. To this end, the Company shall provide the User with the access to the instruments for the sale of such in-house currency as well as to products that can be purchased for in-house currency.

## **8. Intellectual property rights**

- 8.1.** All the results of intellectual activity (particularly the Products) and equivalent means of individualization posted on the Platform, including design elements, text, graphics, illustrations, videos, programs and their source code, music, sounds and other objects and their collections (hereinafter "**Content**") are the objects of exclusive rights of the Company or other applicable persons.
- 8.2.** No Content may be copied (reproduced), processed, distributed, provided or otherwise used in whole or in part without the prior permission of the respective copyright holder.

## **9. Dispute settlement**

- 9.1.** All disputes arising in connection with the execution of the Agreement between the Company and the User, including any question of its availability, validity, interpretation, application or termination, shall be resolved through negotiations. If disputes cannot be settled by negotiation, they shall be settled in accordance with the applicable law of Belize.

## **10. Miscellaneous**

- 10.1.** These Terms of Use, concluded by the acceptance of this offer, do not require signing by the Parties and are effective in electronic form. This edition of the Terms of Use shall enter into force on the day following its placement on the public domain in the "Internet" at the following address: <https://tiki.business/data/files/documentations/en/tiki.agreement.pdf>. In this case, the Registered User has the right to unilaterally and without judicial procedures repudiate in whole or in part these Terms of Use by notifying the Company via the Platform within 5 (five) working days from the date of the receipt of this notification from the Company.
- 10.2.** These Terms of Use may be amended by the Company unilaterally and without judicial procedures at any time without the User's approval and without giving any reasons for the change. The new edition of the User Agreement shall enter into force on the day following the expiry of 5 (five) working days from the date of placing on the public domain in the "Internet" at the following address: <https://tiki.business/data/files/documentations/en/tiki.agreement.pdf>, unless otherwise provided by this new edition of the User Agreement.
- 10.3.** The User warrants and represents that it has the right to enter into the Terms of Use, and that there are no obligations and circumstances that may prevent the conclusion of these Terms of Use. The User warrants and represents that all information provided by it to the Company and/or placed by it on the Platform is accurate, current and complete, does not contain inaccurate and/or false information, and that the said provision and placement does not violate the obligations, rights and legitimate interests of third parties and does not violate the requirements of these Terms of Use. These circumstances are important for the conclusion and execution of these Terms of Use. The Company relies on the said assurances of the User.
- 10.4.** The User, who is a party to these Terms of Use, is required to immediately notify the Company of any changes in its payment and other details.

Legal and actual actions performed by the Company using the outdated details/information of such a User before the Company is notified of such changes shall be deemed as properly conducted by the Company, the corresponding losses shall be born by the User that has changed the details and failed to notify the Company in a timely manner.

- 10.5.** Neither Party to the Terms of Use has the right to assign its rights and/or transfer its obligations under these Terms of Use or any part thereof without prior written consent of the other Party to these Terms of Use.
- 10.6.** In the event of a conflict between the text of the Russian version of the Terms and Conditions and their translations into other languages, the version of the Terms of Use in Russian shall prevail.
- 10.7.** If for whatever reason one or more provisions of these Terms of Use are invalid or unenforceable, such a circumstance shall have no effect on the validity or enforceability of the remaining provisions of these Terms of Use.
- 10.8.** The Company is not responsible for the actions of any other companies, websites and services. No other company or person is liable for the actions of the Company.

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