Terms of Use Remozo Service

Effective Date: 1 July 2025

Please read these Terms (as defined below) carefully before using Our Remozo Service.

This document, issued by **APZONE LIMITED** (Republic of Cyprus) OR **Chainroll Limited** (Gibraltar), outlines the general terms and conditions for using the Remozo Service.

The Remozo Service (as defined below) enables Customers (as defined below) to efficiently manage working relationships with Subcontractors (including independent contractors, freelancers, and consultants) as well as coordinate (as defined below) execution of Tasks, acceptance of services, and related interactions. The Remozo Service facilitates compliant task-based cooperation and secure payment handling between Customers and Subcontractors.

These terms are legally binding for all internet users who access or use the Service in any way.

1. **Definitions**

1.1. Terms – these Terms of Use of Remozo, together with any applicable Special Documents, including policies, rules, guidelines, agreements, notices, and other documents that are referenced herein or otherwise made available by the Company via the Remozo System or at https://remozo.com.

Special Documents – any separate documents issued by the Company that supplement, interpret or otherwise form part of these Terms, as may be updated from time to time, including without limitation the Privacy Policy, Data, Anti-Money Laundering (AML) and Know Your Client (KYC) Policy, or other service-specific terms.

- 1.2. Company APZONE LIMITED, a company duly incorporated under the laws of the Republic of Cyprus, company registration number HE 462069, address: Dryadon, 1, 1st floor, Flat/Office 106 6041, Larnaca, Cyprus OR Chainroll Limited, company registration number 125505, located at Suite 4.3.02, Block 4, Eurotowers Gibraltar, GX11 1AA, Gibraltar.
- 1.3. User any individual or an authorized representative of a legal entity who has registered an account with the Remozo System, whether acting in the capacity of a Customer or a Subcontractor.
- 1.4. Customer a legal entity or an entrepreneur who registered with the Remozo Service as the Customer and executed the Master Services Agreement (Offer) with a condition of using in the process of agreeing, performing and accepting Remozo Services
- 1.5. *Personal Account, User Interface* a non-public section of the Remozo Service available to the User by entering a personal login and password on the Remozo login page.
- 1.6. Remozo Service ("Remozo System", "System") our software provided as a service; online interactive service, operated by the Company, and located on the Internet at https://remozo.com/, including all levels of such a domain, functioning at the date of entry into force of these Terms, and launched and put into operation further; legally including third-parties'

software, databases, all content, servers, design elements, all of the functionality and other elements of the said service.

- 1.7. Subcontractor an individual, a legal entity or an entrepreneur (as well as their official representatives), who was registered with the Remozo Service as the subcontractor and accepted the terms of the Subcontract agreement (Offer).
- 1.8. Ordered Work any services, deliverables, works, tasks, or results performed, created, rendered, or otherwise under an accepted Task via the Remozo Service, in accordance with the relevant instructions, requirements, and deadlines set by the Customer and agreed through the Remozo Service interface.

Ordered Work shall include all intermediate and final outcomes, including but not limited to digital content, written materials, reports, designs, code, documentation, or other deliverables, as well as all associated intellectual property rights, where applicable, arising from the execution of the Task.

The Ordered Work constitutes an integral part of the Remozo Service and is carried out by third parties (Subcontractors) engaged by the Company as the general contractor. The Customer acknowledges and agrees to this arrangement when submitting each Task via the Remozo System.

1.9. "Task(s)" – a specific work assignment initiated by the Customer via the Remozo Service, which includes a defined scope of services or deliverables to be performed by a Subcontractor,

2. What Does the User Need to Work with the Remozo Service?

- 2.1. The Remozo Service is dependent on the network and may not be available in some regions, during maintenance breaks and other reasons.
- 2.2. The User shall individually supply all necessary facilities, utilities and equipment necessary to access and use the Remozo Service, including but not limited to appropriate computer and/or mobile equipment and Internet connections, at its sole risk and expense.

3. The User's purpose in a context of the Remozo Service

- 3.1. Access to the Remozo Service shall be provided to Users solely for the purpose of coordinating, performing and accepting works and services, including *Ordered Works* and performing the interaction related to these processes.
- The User shall use the Remozo Service in good faith, solely for its intended business purposes, and shall refrain from any misuse of the Remozo Service, including any actions that may harm the interests of the Company, other Users, or the integrity of the Remozo Service.
- 3.2. For the purposes of these Terms the User is not considered as an agent, employee, joint venturer of the Company; use of the Remozo Service does not vest in the Company or the User the legal status of the discussed parties.

4. How to Register and Use the Remozo Service?

General

4.1. The access and use of the Remozo Service shall be performed by the User in full compliance with these *Terms*, *Special Documents* and all the applicable laws.

- 4.2. The User accesses and uses the Remozo Service voluntarily, under its own responsibility and at its own risk. The Company shall not be liable for any consequences resulting from the User's decisions or actions in connection with the use of the Remozo Service.
- 4.3. When using the Remozo Service as an individual, the User must be not less than 18 full years of age. If the User is a minor in his personal jurisdiction / jurisdiction of his residence, User shall obtain all necessary permissions and consents to make all the actions in the Remozo System.
- 4.4. When using the Remozo Service on behalf of the legal entity, the User must be duly authorized by this legal entity the User represents to register with the Remozo Service and use all the functionality of Remozo Service.
- 4.5. When using the Remozo Service, the User assures and guarantees to the Company that the Remozo Service and, inter alia, Ordered Work will not be used to circumvent or violate economic sanctions and / or export restrictions of the European Union, the United States of America. In the event the Company becomes aware of any actual or potential use of the Remozo Service by the User in violation of such sanctions or restrictions, the Company reserves the right, at its sole discretion and without prior notice, to refuse, suspend, or terminate the User's access to the Remozo Service and/or deactivate the User's Personal Account immediately.
- 4.6. The User upon registration and while using the Remozo System shall provide with true, correct, current and complete information about himself and parties he represents.

Registration

- 4.7. In order to access and use the Remozo Service the procedure of registration is needed to be passed, during which the User provides certain registration details.
 - The information provided by the User in connection with the use of the Remozo Service may include certain personal data.
 - Collection, use and processing of Users personal data are governed by the Privacy Policy.
- 4.8. By registering with the Remozo Service, the User agrees to provide all information requested by the Company that is necessary for the creation and maintenance of a User account, including but not limited to identification, contact, and business-related details.

The User expressly authorizes the Company and its designated partners to collect, store, process, and analyze such information for the purposes of identity verification, compliance with Know Your Customer/Business (KYC/KYB) and anti-money laundering (AML) regulations, and other applicable legal requirements.

The User acknowledges and agrees that such processing may include the involvement of third-party service providers authorized by the Company for the purpose of conducting KYC/KYB procedures and related compliance checks under Anti-Money Laundering (AML) and Know Your Client (KYC) Policy.

- 4.9. Upon registration at the Remozo Service, the User by himself creates a login and a password for logging into his User Personal Account on the Remozo Service. Provided that the User:
 - is obliged to take due measures for keeping his login and password confidential and preventing its misuse by unauthorized persons;

- 2) is responsible for any use of the Remozo Service with his login and password;
- 3) promptly notifies the Company about any misuse of login and password.
- 4.10. Upon registration in the Remozo Service and entering into its Personal Account, the Customer can:
 - 1) invite the certain Subcontractors;
 - 2) make drafts of the Task for reconciliation (confirming) it by a Subcontractor.

Users' Interactions

- 4.11. Upon confirming the respective Task by the Subcontractor, the Customer may not cancel the Task without preliminary consent of the Company and/or Subcontractor in the Personal Account.
- 4.12. Upon registration in the Remozo Service and entering into its Personal Account the Subcontractor:
 - can review the Task conditions and accept it for execution (proceed); the moment of proceeding the Task is considered to be the beginning of the Ordered Work rendering under the respective Task.
 - upon completion of the Ordered Work rendering under the respective Task shall press the rollover button "finish" in its Personal Account (and may also attach the results of performed works /rendered services to the Task). After that the Task is sent to the Customer for acceptance.
- 4.13. Upon resolution of all complaints regarding a specific Task, the Customer shall confirm acceptance of the completed Remozo Service that includes the Ordered Work by clicking the respective rollover button in the Personal Account. This action shall mark the task as "Execution accepted" in the Remozo System and shall constitute final confirmation of the proper completion of the task and the absence of any claims by the Customer in relation to the services rendered or works performed.

If the Customer raises a complaint in relation to the Task that has not yet been marked as "Execution accepted" in the Remozo Service any hold, delay, or suspension of payment for such task during the period of complaint review and resolution shall not constitute a breach of these Terms. During such period, no penalties, default interest, or other financial sanctions shall accrue or become payable by the Company.

5. How to Pay for the Remozo Service?

- 5.1. When forming the Task, the Customer may choose one of the available currencies for the cost of the Remozo Service. Upon creation of the Task the cost of the Task will be reserved in the Customer's balance in accordance with respective currency at the exchange rate of the Remozo System. Upon the acceptance of the Remozo Service the amount equal to the cost of the respective Task will be automatically deducted from the Customer's balance in the Personal Account using the currency exchange rate of the Remozo Service.
- 5.2. The currency of payment of Subcontractor's remuneration for performance of the Remozo Service within the scope of the Task shall be indicated to the Subcontractor by means of the Personal Account. At the time of acceptance of the Task, the Subcontractor is deemed to have approved the currency of payment of the remuneration for its execution. If the Subcontractor requests payment in a currency other than the currency of remuneration, the currency exchange rate of the Remozo Service at the moment of actual payment of funds to the

Subcontractor shall be applied. This currency exchange rate is available for review in the Personal Accounts of the Customer and the Subcontractor.

- 5.3. If the currency of the Subcontractor's remuneration under the respective Task differs from the currency in which this Task has been paid by the Customer (in which the Customer transfer the prepayment for service/works under this Task, the cost of the Remozo Service under the Task shall be determined (converted) by the Remozo System and paid by Customer based on the currency of payment of remuneration to the Subcontractor at the exchange rate of the Remozo System at the time of deduction of money from the Customer's balance in the Personal Account. This currency exchange rate is available for review in the Personal Accounts of the Customer and the Subcontractor.
- 5.4. The Subcontractor agrees to use the exchange rate of the Remozo System, the Subcontractor independently carries all financial risks relating to the abovementioned conversion, including the risks related to possible fluctuations of currency exchange rates, risks of additional expenses.
- 5.5. The Customer agrees to use the exchange rate of the Remozo System, the Customer independently carries all financial risks relating to the abovementioned conversion, including the risks related to possible fluctuations of currency exchange rates, risks of additional expenses.
- 5.6. The Subcontractor is not entitled to use (specify) payment details belonging to another person, including those belonging to another Subcontractor, in order to receive remuneration. The Company has the right to request any necessary documents to verify whether the payment details belong to the Subcontractor. The Company, in order to prevent any actions aimed by the Subcontractor at violation of applicable law and/or these Terms, reserves the right to suspend payment of remuneration until receipt from the Subcontractor of proper documents on the ownership of payment details to the Subcontractor.
- The Subcontractor acknowledges and agrees that the Company's payment obligations with respect to the remuneration for the Remozo Services rendered shall be deemed fully discharged at the moment the respective payment is initiated from the Company's settlement account or merchant account to the payment details provided by the Subcontractor.

 From that moment, the Company shall not bear any responsibility for delays, losses, or errors caused by intermediary banks, payment service providers, or any other third parties involved in the execution and processing of the payment.

When receiving international payments via the SWIFT network, the Subcontractor accepts all risks associated with potential delays, holds, or losses of funds resulting from the actions of intermediary (correspondent) banks, the recipient's bank, or other financial institutions, as well as from international financial regulations or compliance procedures.

The Company shall not be held liable for any fees, charges, or other deductions applied by correspondent banks or financial institutions during the transfer process, unless otherwise explicitly stated in these Terms. If, under the specific terms of the Remozo System, the Company guarantees the receipt of a net amount, such fees shall be borne by the Company and the Subcontractor shall receive the full amount as agreed.

6. Disputes regarding quality of Ordered Works

- In the event of a dispute between the Customer and a Subcontractor concerning the quality or performance of the Ordered Work as part of the Remozo Service under the respective Task, the Customer and the Subcontractor shall be entitled to resolve such dispute directly between themselves and have the right to pursue legal actions.
- For the purposes of such direct resolution:
 - (1) If the task has not yet been accepted by the Customer through the "Execution accepted" status in the Remozo System, the Company shall have the right, by providing written notice to both the Customer and the Subcontractor, to assign to the Customer all of the Company's contractual rights and claims against the respective Subcontractor related to the performance and quality of the Ordered Works under the corresponding Subcontract Agreement (Offer), including any associated payment obligations.

The Customer and the Subcontractor hereby give their prior irrevocable consent to such future assignment under the conditions set forth in this clause.

(2) If the Ordered Works as part of the Remozo Service has already been accepted by the Customer through the "Execution accepted" status in the Remozo System, and the Subcontractor has received payment in full, but the Customer subsequently discovers latent (hidden) defects which could not have been reasonably identified at the time of acceptance, then the Company shall similarly have the right, by providing written notice to both the Customer and the Subcontractor, to assign to the Customer any remaining or continuing rights and claims the Company may have against the Subcontractor in relation to such latent defects of Ordered Works provided.

The Customer and the Subcontractor hereby give their prior irrevocable consent to such future assignment under these Terms set forth in this clause.

Any such assignment shall be effective upon the date of notification by the Company and shall not require any further approval, action, or execution by either the Customer or the Subcontractor.

7. Prohibitions, Violation and Monitoring

- 7.1. The User is prohibited to perform the following actions:
 - 1) copy, reconstruct, modify, adapt, sell, make available to the public, redistribute the Remozo Service:
 - allow any unauthorized person to access and use the Remozo Service using the User's login and password;
 - 3) use the Remozo Service for any unlawful purpose, including but not limited to: violation of tax laws, legislation related to money laundering, economic sanctions and export restrictions;
 - impersonate with any legal person; provide misleading or false information about self, about the entity it claims to represent, falsely claim affiliation with any person or entity, about the purpose of using the Remozo Service, and any other false information;
 - collect information of other users through the Remozo Service, invade privacy of other Remozo System users by any means;

- interfere in the operation of the Remozo Service, or to affect others' normal use of the Remozo Service:
- vse the Remozo Service for engaging in any activities that are illegal under laws of any jurisdiction;
- 8) to register in the Remozo Service and use it for the purpose of copying the Remozo Service or its functionality;
- 9) use the Remozo Service for any purposes other than those expressly permitted under these Terms.

Violation

- Any failure by the User to comply with these Terms, including the violation of any obligation hereunder, shall be considered a material breach of these Terms and may constitute a violation of applicable laws.
- 7.3. In the event of such breach, the Company shall have the right, at its sole discretion, to refuse, suspend, or permanently terminate the User's access to the Remozo Service and/or to deactivate the User's Personal Account, without prior notice and without any liability to the User.
- 7.4. In such cases, the Company shall not be obliged to refund, compensate, or otherwise reimburse the User for any losses, payments, fees, or damages of any kind, including but not limited to unutilized balances, expected profits, or loss of data or access
- 7.5. Such measures may be taken in addition to, and without prejudice to, any other remedies available to the Company under applicable law.

Monitoring and Investigations

- 7.6. The Company has the right, but is not obliged, to monitor Personal Account of all the Users and User's activities on the Remozo Service related to Personal Account for the purposes of confirming that the User uses the Remozo Service in full accordance with these Terms, Special Documents and applicable laws.
- 7.7. The Company has the right to investigate attempts of use of the Remozo Service by unauthorized persons or in breach of the present Terms, and to report such attempts to the appropriate officials.
- 7.8. Based on the results of an internal investigation, the results of which the Company is not obliged to disclose, the Company may conclude that there are violations on the part of the User; in that case the Company has the right to refuse, suspend or terminate access to Remozo Service for the User and to suspend or terminate his Personal Account at any time.
- 7.9. The Users shall provide the information requested by the Company in a framework of monitoring and/or investigation no later than 7 days from the receiving request of the Company.

8. Intellectual Property Rights

8.1. All rights and interests, including the exclusive copyrights and other intellectual property rights to the Remozo Service are owned by the Company and/or third parties.

- 8.2. No rights, licenses, or other intellectual property rights in the Remozo Service are alienated or assigned to Users when accessing and using the Remozo Service.
- 8.3. The User has no legal interest in any feature, functionality or content contained on the Remozo Service.

9. "As Is" Disclaimer. Limitation of Liability

9.1. The Remozo System is provided «as is», «with all faults». The Company does not warrant that the Remozo System is uninterrupted, appropriate for use in any particular jurisdiction, and does not warrant that the access to the Remozo Service will be error- free, virus-free.

The Company disclaimed any warranties with respect to the Remozo Service, including the warranties of merchantability, fitness for a particular use, non-infringement warranties about the accuracy or completeness of content available on the Remozo Service.

- 9.2. To the fullest extent permitted under any and all applicable laws, in no event will the Company, its shareholders, subsidiaries, affiliates, counterparty, employees, officers, directors, and agents be liable to user or anyone else under any kind of liability for any damages, including loss of revenue or income, pain and suffering, emotional distress, damages for loss of goodwill, data or any other intangible losses, resulting from the use of, or inability to use the Remozo Service, even if the Company has been advised of the possibility of such damages.
- 9.3. To the fullest extent permitted under applicable law, the Company shall not be liable for any damages, losses, or liabilities of any kind arising from or in connection with the performance, non-performance, or defective performance of any Ordered Works, including any hidden or latent defects therein.

The User hereby irrevocably waives and undertakes not to assert any claims against the Company in relation to the Ordered Works or any issues, disputes, or defects arising therefrom.

- 9.4. Users assume full responsibility for any damages, losses, costs, or harm arising from use of, or inability to use the Remozo Service.
- 9.5. The Company will not be liable or responsible for any failure to fulfill any of its obligations under these Terms which failure is due to any cause or condition beyond the reasonable control of the Company, which cause or condition may include, but in no event shall be limited to, force majeure circumstances.

10. Indemnity

- 10.1. The User agrees to protect, guarantee compensation for damages and release the Company, its affiliates, contractors, employees, officers, managers, agents, representatives, authorized persons, assignees, assignees from, as well as fully reimburse the Company or any such person for any costs or expenses arising from any claims of any third parties, and also, any liability, payment claims, claims, grounds for claims (regardless of their form), damages, losses, judgments, court orders, fines, costs, expenses and expenses for the services of legal representatives related to or arising from:
 - any breach of these Terms by User;
 - 2) User's infringement or violation of any rights of a third party, including other Users of the Remozo Service.

- any unlawful, fraudulent, negligent, or intentional act or omission by the User in connection with the use of the Remozo Service.
- 4) any claims, demands, or liabilities arising from or related to the Ordered Works provided by the Subcontractor, including but not limited to performance, quality, compliance with specifications, and intellectual property rights.
- 10.2. The User shall provide the Company with all necessary assistance and cooperation in the defense of any such claim, including the assertion of any available defenses, regardless of whether the User continues to use the Remozo Service at the time such claim arises.

¹¹. Confidentiality

- 11.1. The User agrees to keep strictly confidential and not to disclose to any third party any confidential, proprietary, or non-public information of the Company, its affiliates, partners, other Users, or any other information received through or in connection with the use of the Remozo Service, unless such disclosure is:
 - 1) expressly authorized in writing by the Company;
 - required by applicable law or a competent governmental or judicial authority (in which case the disclosing party shall, to the extent legally permitted, provide prior written notice to the Company)
- 11.2. Confidential information includes, but is not limited to:
 - technical data, business processes, customer lists, pricing, internal documentation, contract terms, tasks' content, communications within the Remozo Service, financial information, and any other information that is marked as confidential or would reasonably be considered confidential given the nature of the information and the circumstances of disclosure.
- The User undertakes to take all reasonable steps to protect the confidentiality of such information and to prevent any unauthorized use or disclosure thereof.
- This obligation shall remain in force during the entire period of the User's access to the Remozo Service and for a period of **three (3) years** following the termination of such access, regardless of the reason for termination.

12. Applicable Law and Dispute Resolution

- 12.1. These Terms are governed by and shall be construed in accordance with the laws of the the England and Wales regardless to its conflict of law provisions.
- 12.2. The User and the Company shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of performance of the mutual obligations under these Terms by negotiations.
- 12.3. In case of a claim receipt from another Party, the Party, the recipient of the claim, is obliged to consider the claim and submit to the other Party proposals for the settlement of the claim, indicating the terms of settlement through the Personal Account, by mail or by e-mail within 30 (Thirty) calendar days from the date of receipt of the claim.
- 12.4. If the Parties fail to come to an agreement within 60 (Sixty) calendar days from the date of the start of negotiations, arising from these Terms or in connection with it all disputes,

disagreements or claims including concerning its execution, violation, termination or invalidity must be referred to the competent courts of the Republic of Cyprus .

13. Amendments of the Terms

- 13.1. The Company has the right to supplement, revise or otherwise change these Terms, and to impose new or additional Special Documents in relation to the Remozo Service from time to time with or without notice to the User. All amendments to these Terms will be effective immediately at the moment of posting on https://remozo.com/.
- 13.2. The User is solely responsible for regularly reviewing these Terms, Special Documents and the amendments to it.
- 13.3. Use of the Remozo Service after any changes to these Terms are posted on the Remozo Service or otherwise made available for review will be considered acceptance of those changes and will constitute User's agreement to be bound thereby.
- 13.4. If the User objects to any such changes, User shall stop using the Remozo Service immediately and terminate the relevant agreement.

14. Miscellaneous

- 14.1. Provisions' "Survival"
- 14.2. If any part of these Terms is determined by a court of competent jurisdiction 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 of these Terms.
 - The provisions of these Terms that are by their mean survive termination of use of the Remozo System shall remain valid and shall be legally effective after any such termination
 - Assignment of the rights and obligations under the Terms
- 14.3. The User may not assign these Remozo Terms in whole or in part to any third party, and any attempted assignment in violation of this provision shall be null and void.
- 14.4. The Company may assign these Terms or any of its rights and obligations under these Terms without User's consent at any time.
 - Extra regulations available via the Remozo Service
- 14.5. Notwithstanding the foregoing, any additional terms and conditions expressly made available via the Remozo Service at any moment will govern the appropriate relationships between the Users and the Company.
 - No reliance
- 14.6. The User acknowledges and agrees that they have not relied upon any representations, warranties, or statements other than those expressly set out in these Terms and any applicable agreements or policies referenced herein.