

Unlimit Account Service (UAS) Referral Terms

These are the UAS Online Referral Terms referred to in the signed UAS Referral Agreement.

Please read these terms together with the UAS Referral Agreement signed with Unlimit PSP S.A. These terms explain how referrals are submitted and confirmed, when a Reward may become payable, and the legal conditions that apply to the referral relationship.

1. About these Terms

These Unlimit Account Service Referral Terms (the "Online Referral Terms") apply where a partner (the "Partner") has signed a UAS Referral Agreement with Unlimit PSP S.A. ("Unlimit").

By signing the UAS Referral Agreement, the Partner confirms that it has accessed, read, understood and accepted these Online Referral Terms. These Online Referral Terms are incorporated by reference into, and form part of, the UAS Referral Agreement.

The referral relationship is governed by: (a) the signed UAS Referral Agreement; (b) these Online Referral Terms; and (c) any annex, addendum, confirmation, reward schedule or other written document expressly signed by both parties or otherwise accepted in writing by Unlimit in respect of a specific referral, Customer or Reward.

Unless a separate annex, addendum, confirmation or reward schedule is expressly signed by both parties or accepted in writing by Unlimit, the referral confirmation mechanics, Reward entitlement, Reward calculation and Reward payment conditions shall be governed by the signed UAS Referral Agreement and these Online Referral Terms.

In case of conflict between the UAS Referral Agreement and these Online Referral Terms, the UAS Referral Agreement shall prevail only in respect of the specific commercial Reward expressly set out in the UAS Referral Agreement. In all other respects, these Online Referral Terms shall apply.

2. Referral Scope

Pursuant to the Agreement, the Partner may refer to Unlimit new business contacts for their application to the Unlimit Account Service (each, a "Customer"). In exchange, the Partner may be entitled to a Reward, subject always to the Agreement and these Online Referral Terms.

The Partner is entitled to receive payment only in relation to referred Customers and the Service under the scope of the Agreement. The Partner is not eligible for any other commission, remuneration or fee of whatever nature unless expressly agreed in writing by Unlimit.

3. Acceptance

Any referral that references any existing or former client of Unlimit, Unlimit's group entity or Unlimit's affiliate, or references an entity or individual that Unlimit, Unlimit's group entity or Unlimit's affiliate negotiates with regarding the Service or any services and products, shall be rejected by Unlimit.

Unlimit may reject any referral at its sole discretion, including where the referral is incomplete, inaccurate, duplicative, unsupported, commercially unsuitable, legally restricted, regulatory-sensitive, or otherwise unacceptable to Unlimit.

Unlimit shall not be obliged to provide reasons for rejecting any referral.

4. Service Agreement with Customer. Account Opening for Customer.

The decision on entering into a Service agreement with the applying Customer for the Service is at the sole and exclusive discretion of Unlimit ASP.

Unlimit is entitled not to provide the Partner with reasons for non-acceptance of the applying Customer, non-entering into the Service agreement with the applying Customer, and, as the case may be, refusing to open an Account and provide actual Service to the applying Customer or Customer.

5. Eligibility for Reward

The Partner is eligible for the Reward only provided that the following cumulative conditions are met:

- a. the referred Customer has passed Unlimit's onboarding and KYB checks;
- b. the referred Customer has opened an Account with Unlimit ASP;
- c. the referred Customer is a new customer to Unlimit who was not previously a customer of Unlimit, any Unlimit group entity or affiliate;
- d. the referred Customer has completed a Qualified Action within the Referral Validity Period;
- e. the referred Customer has been submitted and confirmed as referred by the Partner through a method accepted by Unlimit;
- f. the Partner has provided all information and documents requested by Unlimit and has passed Unlimit's due diligence checks to Unlimit's satisfaction;
- g. the Agreement remains in full force and effect, unless otherwise expressly provided in these Online Referral Terms; and
- h. no exclusion, suspension, withholding or termination event applies under the Agreement or these Online Referral Terms.

A Customer shall be treated as referred by the Partner only if the referral is submitted and confirmed through a method accepted by Unlimit. Such confirmation may identify, among other details, the Customer's legal name, registration number, website(s), referral date and any other information required by Unlimit.

Such confirmation may be made by signed confirmation, email, CRM record, referral form, portal entry or any other written method accepted by Unlimit.

For the avoidance of doubt, unless Unlimit specifically requires a separately signed confirmation annex, a referral confirmed through any method accepted by Unlimit shall be sufficient for the purposes of these Online Referral Terms. In the absence of such confirmation, the Customer shall not be deemed to be referred by the Partner and Unlimit shall not be obliged to calculate or pay any Reward.

Unlimit's records shall be final and binding for the purpose of determining whether a Customer has been referred by the Partner, whether the Customer is eligible, whether a Qualified Action has been completed, and whether any Reward is payable, save in case of manifest error.

6. Referral Validity Period

Each referral is valid for ninety (90) days from the date the Customer's Account is opened.

If a Qualified Action has not been completed within such validity period, the referral shall be deemed expired and the Customer shall no longer be treated as referred, unless Unlimit agrees otherwise in writing.

7. Reward Validity Period

The Reward shall be paid to the Partner, while the Agreement is in full force and effect, in respect of a particular Customer only in accordance with the Agreement and these Online Referral Terms.

Where the Agreement provides for a transaction-based Reward, such Reward shall be calculated and paid for a period of no more than two (2) years after the relevant Customer has made its first successful commercial transaction on its Account, unless otherwise agreed in writing by Unlimit.

Where the Agreement provides for a cap in respect of any Reward, Unlimit shall have no obligation to calculate or pay any amount exceeding such cap.

Unlimit shall have no obligation to calculate or pay any Reward after expiry or termination of the Agreement, except to the extent expressly provided in these Online Referral Terms.

8. Reward

The Reward that the Partner may receive in connection with each particular referred Customer and the method for calculation of the Reward shall be as stated in the Agreement and these Online Referral Terms.

Where the Agreement provides for a one-time payment, such one-time payment shall be payable once per referred Customer only and may be paid by Unlimit, at its sole discretion, either separately or together with other accrued Reward amounts, whether before or after the minimum pay-out amount of the Reward has been reached.

Where the Agreement provides for a transaction-based Reward, such transaction-based Reward shall be calculated only on the basis of Unlimit's profit commissions actually received from transactions performed by Customers referred by the Partner, and shall be subject to any cap stated in the Agreement.

For the purpose of calculating any transaction-based Reward, the amount of received profit shall be disclosed by Unlimit "as is", and Unlimit is under no obligation to disclose any evidence, proof, calculation or adjustment in respect of the profit or any supporting information, including that Unlimit does not provide any information or data on the performance of the Customers. The Partner does not have, and hereby waives, any right to request or receive any such information or data, and is not entitled to receive any financial, transactional, personal or other data. The Parties expressly agree that the Partner accepts the data provided by Unlimit as final, correct and binding upon both the Partner and Unlimit, and the Partner undertakes not to raise any claim in respect of the correctness of the data or the Reward.

Partner is entitled to receive payment under the Agreement only in relation to the referred Customers and the Service under the scope of the Agreement. The Partner is not eligible for any other commission, remuneration or fees of whatever nature, which are not explicitly agreed upon in writing by the Parties.

9. Reward Basis

The only basis for the calculation and payment of the Reward is the Service for which the Customer has paid, provided always that the fees, charges or profit commissions forming the basis for the Reward have been received in full by Unlimit ASP, free from all liens, encumbrances, deductions, reversals, disputes, restrictions, blocks, investigations, fines or third-party claims.

Unlimit shall be under no obligation to calculate or pay the Reward if, for any reason whatsoever, the whole amount of the relevant fees, charges or profit commissions due from or in relation to the Customer has not been received, including because of any action of any third party such as payment systems, interbank payment networks and participants, account servicing service providers, banks, regulators, authorities or any other third party.

Unlimit shall be under no obligation to calculate or pay the Reward if funds are blocked, withheld, reversed, refunded, subject to investigation, subject to chargeback, subject to dispute, or if a fine, penalty, loss or restriction is imposed or threatened under the rules of any payment system, payment network, participant, account servicing provider, bank, regulator, authority or other third party.

10. No Reward Because of Customer's Actions

By way of derogation from the eligibility of the Partner for the Reward, no Reward or other money shall be paid if it appears to Unlimit that the Customer, the Customer's Account, or the relevant activity:

- a. is involved in fraudulent, unlawful, prohibited, restricted, suspicious or misleading activity;
- b. involves transactions that are not legitimate commercial transactions or legitimate activity by the Customer;

- c. violates applicable laws, regulations, sanctions, payment system rules, payment network rules, account servicing provider requirements or authority requirements;
- d. creates or may create undue economic hardship, loss, liability, regulatory concern or damage to the goodwill, reputation or brand of Unlimit, any Unlimit group entity or affiliate, any payment system, payment network, participant, bank, account servicing provider or other third party; or
- e. is otherwise of a similar nature.

11. No Reward in Case of No Service

No Reward shall be calculated or paid if the Service is not provided to the Customer, or if the Service is suspended, terminated, restricted, reversed or otherwise not successfully provided.

12. Reward Payment

Unlimit shall remit accrued Reward on a quarterly basis by transferring the Reward to the Partner's designated account by the last working day of the calendar month following the end of the relevant calendar quarter.

The Partner shall provide all necessary, accurate and complete payment, tax and due diligence information required for proper payment execution.

The minimum pay-out amount shall be USD 500 or equivalent. If the accrued Reward is lower than USD 500, payment may be postponed until the aggregate accrued Reward reaches the minimum pay-out amount.

Notwithstanding the foregoing, any one-time payment may be paid by Unlimit, at its sole discretion, either separately or together with other accrued Reward amounts, whether before or after the minimum pay-out amount has been reached.

Unlimit shall not be responsible for failed, delayed or misdirected payments caused by incorrect, incomplete or outdated information provided by the Partner.

13. Taxes

The Partner shall be responsible for the calculation, reporting and payment of all taxes, duties, levies, charges, penalties, interest and similar amounts arising from or connected with any Reward.

The Partner agrees to indemnify and hold Unlimit, any Unlimit group entity or affiliate, and their officers, employees and representatives harmless against any taxes, penalties, duties, interest, claims, liabilities, losses or expenses imposed by any authority in connection with the Reward.

14. Required Information

The Partner shall refer business working in industries of Unlimit's interests and shall provide information in its possession regarding such business, acting with diligence and at a level of proficiency to be expected of the Partner with the background and experience that the Partner has represented it has.

The Partner shall provide Unlimit with any information in its possession regarding the referred Customer and its business and identification, as well as any known background information about the Customer and its affiliates, decision makers, shareholders and beneficial owners, and any other available information for Unlimit's decision-making.

The Partner shall not knowingly refer any Customer involved in unlawful, fraudulent, misleading, prohibited, restricted, high-risk or reputationally sensitive activity.

15. Partner Due Diligence

Unlimit, as a financial service provider, performs due diligence of the Partner and for that purpose the Partner agrees to provide, promptly upon request, all identification, ownership, control, tax, banking, sanctions, anti-bribery, anti-money laundering, compliance, regulatory and other information and documents requested by Unlimit.

The Partner shall provide information and supporting documents on every change in previously submitted information and documents within a reasonable period of time not exceeding two (2) weeks from the relevant event.

Signing the Agreement does not constitute final approval or acceptance of the Partner by Unlimit. No Reward shall become due or payable unless and until Unlimit has completed and approved its due diligence on the Partner to its satisfaction.

Unlimit may reject, suspend or terminate the Partner relationship, and may withhold or refuse payment of any Reward, if the Partner fails to provide requested information, provides incomplete or inaccurate information, fails due diligence, or if Unlimit considers that the Partner may expose Unlimit, any Unlimit group entity or affiliate to legal, regulatory, tax, sanctions, financial crime, reputational or commercial risk.

16. Customer Due Diligence

Due diligence is performed on each applying Customer and Customer by Unlimit ASP.

If the Customer fails to promptly submit any and all required identification and due diligence documents, or if Unlimit ASP is not satisfied with the outcome of such checks, this may result in non-acceptance, non-conclusion of a Service agreement, refusal to open an Account, suspension or termination of the concluded agreement for the Service, or Account suspension or closing.

Any such event may affect, suspend or exclude the Partner's right to the Reward.

17. No Other Rights

No other rights or licenses are granted to the Partner under the Agreement or these Online Referral Terms.

The Agreement does not grant the Partner any right to sell or otherwise distribute, through offer, marketing or otherwise, any Unlimit or Unlimit brand product or service, the Service, nor any right to use any Unlimit trademark or other intellectual property, nor any right to provide services related to any Unlimit or Unlimit brand product or service.

18. Non-Solicitation

During the term of the Agreement and for three (3) years thereafter, the Partner shall not directly or indirectly induce, influence or attempt to induce or influence any referred Customer, customer of Unlimit, customer of any Unlimit group entity or affiliate, or related business to terminate or limit its relationship with Unlimit, any Unlimit group entity or affiliate, or to divert any such customer or business towards any competitor of Unlimit, any Unlimit group entity or affiliate.

The Partner shall not otherwise interfere with or disrupt the relationship of Unlimit, any Unlimit group entity or affiliate with any customer or business.

19. Materials and Intellectual Property

The Partner acknowledges that all references and materials, Confidential Information, trademarks, trade names, logos, copyrights, trade secrets and other intellectual property relating to Unlimit or the Unlimit brand are the exclusive property of Unlimit or the relevant rights holder.

The Partner may not use, reproduce, distribute, modify or create derivative works of such materials for any purpose, including promotional or marketing activities, without the prior written consent of Unlimit.

The Partner shall not act in any manner that misrepresents or implies ownership of, licence to, endorsement by, or affiliation with Unlimit, any Unlimit group entity or affiliate.

20. Relationship Between Parties

The Partner represents and warrants that it is under no contractual or other obligations which are inconsistent with performance of the Agreement or which will interfere with or preclude its carrying out.

Both Unlimit and the Partner agree that in the performance of the Agreement, the Partner acts as a legally and financially independent businessperson.

Nothing in the Agreement or these Online Referral Terms shall be interpreted or construed to create a partnership, joint venture, employer/employee relationship, representative, fiduciary or agency relationship between the Parties, or with any third parties.

The Partner has no authority to act or imply that it acts for Unlimit, any Unlimit group entity or affiliate, and has no authority to make commitments, negotiate terms, enter into agreements, provide undertakings, receive funds, hold funds, perform regulated services, make representations, or bind Unlimit, any Unlimit group entity or affiliate.

21. Waiver

No waiver of any terms, conditions, defaults or breach shall be effective unless granted in writing.

The waiver by either Party of any default or breach of the Agreement or these Online Referral Terms shall not constitute a waiver of any other or subsequent default or breach.

22. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under the Agreement or these Online Referral Terms due to causes beyond its reasonable control.

Such delays and failures include, without limitation, act of war, hostility, sabotage, act of God, fire, explosion, flood or other natural catastrophe, electrical, internet or telecommunication outage, actions of payment systems, interbank payment networks and participants, account servicing service providers, governmental legislation, acts, orders or regulations, strikes or labour difficulties, or any other event outside the reasonable control of a Party.

The affected Party shall use reasonable efforts to minimise delays or failures and take reasonable steps to resume performance.

23. Entire Agreement

The Agreement and these Online Referral Terms constitute the entire agreement and understanding between the Parties with respect to their subject matter.

The Agreement and these Online Referral Terms supersede all prior or contemporaneous discussions, understandings, communications and arrangements between the Parties with respect to their subject matter, unless expressly preserved in writing by Unlimit.

There are no third-party beneficiaries under the Agreement or these Online Referral Terms.

24. Amendments

The signed Agreement may be amended at any time only by mutual consent of both Parties, provided always that such amendments are executed in writing by both Parties.

Unlimit may amend these Online Referral Terms from time to time by publishing an updated version online or by giving notice to the Partner.

Any amendment to these Online Referral Terms shall apply from the effective date stated in the updated version or notice. If the Partner continues to submit referrals or otherwise act under the Agreement after such effective date, the Partner shall be deemed to have accepted the amended Online Referral Terms.

Changes to the specific commercial Reward expressly stated in the signed Agreement shall require written agreement between the Parties.

25. Term and Termination

The Agreement is concluded for an initial term of one (1) year and shall automatically renew for each successive one (1) year period.

The Agreement may be terminated:

- a. by either Party with effect from the expiration of the initial period or any renewal period by notifying the other Party in writing at least sixty (60) days prior to such expiration date;
- b. by Unlimit at any time by notifying the Partner ten (10) days in advance without providing reason; or
- c. by Unlimit immediately without prior notice, with any entitlement of the Partner to Reward and any obligation of Unlimit to pay ceasing immediately, for good cause.

Good cause includes any of the following circumstances:

- i. the Partner becomes subject to investigation or proceedings of a competent authority;
- ii. the Partner becomes subject to liquidation, insolvency or similar proceedings;
- iii. the Partner fails due diligence or fails to provide requested information or documents;
- iv. there are grounds to believe that the Partner or any referred Customer engages in unsound, unsafe, unlawful, illicit, fraudulent, misleading, prohibited, restricted or otherwise wrongful activity;
- v. the Partner makes misrepresentations or conceals information;
- vi. the Partner or any referred Customer engages in activity that results in breach of industry requirements, legal requirements, regulatory requirements, payment system requirements or authority requirements;
- vii. the Partner breaches any of its obligations or warranties under the Agreement or these Online Referral Terms; or
- viii. any activity may expose Unlimit, any Unlimit group entity or affiliate to undue losses or other economic hardship, or damage to goodwill, reputation or brand.

26. Effect of Termination

Termination of the Agreement by Unlimit shall not affect Unlimit's obligation to pay accrued Reward, unless otherwise stated in the Agreement or these Online Referral Terms.

Where Unlimit terminates the Agreement for good cause, failed due diligence, breach, compliance concern, fraud, sanctions, illegality, reputational risk, regulatory concern or similar reason, all entitlement of the Partner to Reward and all obligation of Unlimit to pay shall cease immediately.

In case of termination of the Agreement by the Partner, Unlimit's obligation to pay the Reward shall cease as from the date of termination or expiration of the Agreement, and no further Reward shall be paid after such date.

Termination shall not affect any rights or obligations which have accrued prior to termination, subject always to Unlimit's rights to withhold, suspend, refuse or set off any Reward under the Agreement or these Online Referral Terms.

27. Indemnity and Limitation of Liability

The Partner shall indemnify and hold harmless Unlimit, including any Unlimit group or affiliate entity, and their officers, employees and representatives, from and against any claims, actions, losses, liabilities, damages, fines, penalties, costs and expenses resulting from or connected with:

- a. any breach of the Agreement or these Online Referral Terms;
- b. any breach of applicable laws or regulations;
- c. any breach of warranty, covenant or representation by the Partner;
- d. negligence, misconduct, omission, fraud or wrongful act of the Partner;
- e. any claim brought by a referred Customer or third party arising from the Partner's acts or omissions; or
- f. any tax, payment, regulatory or compliance matter connected with the Partner or Reward.

Unlimit shall not be liable for any special, consequential, indirect, incidental, punitive or exemplary damages, including lost profits, lost revenues, loss of business, loss of goodwill or loss of opportunity, arising out of or in connection with the Agreement or these Online Referral Terms, whether based on contract, tort or any other legal theory, even if Unlimit has been advised of the possibility of such damages.

28. Notices

Any notice or other communication under the Agreement or these Online Referral Terms may be made by email to the email addresses agreed by the Parties or to the existing postal addresses of the Parties.

Any such notice shall be deemed to have been duly delivered at the moment of its transmission, unless a failed delivery notification is received.

Either Party may change its email address for the purpose of the Agreement by notifying the other Party in advance and advising on a new email address.

29. Assignment

Unlimit may assign any of its duties, obligations and rights under the Agreement and these Online Referral Terms, as well as the Agreement itself, to any of its affiliates, including any parent company, subsidiary or other related entity.

The Partner shall not assign, transfer, subcontract, encumber or otherwise dispose of any of its rights or obligations under the Agreement or these Online Referral Terms without the prior written consent of Unlimit.

30. Applicable Laws

The Partner warrants that it shall comply with all applicable laws, regulations and codes, including those relating to sanctions, anti-bribery, anti-corruption, anti-money laundering, financial crime, tax, data protection, marketing and conflicts of interest.

The Partner shall not refer Customers in breach of applicable laws or where doing so would require the Partner to hold any licence, authorisation, registration or approval which it does not hold.

The Partner shall not make any false, misleading or deceptive statement in connection with Unlimit, any Unlimit group entity or affiliate, the Service, the Agreement or these Online Referral Terms.

31. Severability

If any provision in the Agreement or these Online Referral Terms is deemed to be, or becomes, invalid, illegal, void or unenforceable under applicable laws, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable.

If it cannot be so amended without materially altering the intention of the Parties, it shall be deleted, but the validity, legality and enforceability of the remaining provisions shall not be impaired or affected in any way.

32. Survival

All rights and obligations of the Parties existing under the Agreement or these Online Referral Terms as of the effective time of termination shall survive termination, including indemnification, warranties, covenants, liability, confidentiality, protection of proprietary and intellectual property rights and trade secrets, payment exclusions, taxes, governing law and jurisdiction, and any provisions which expressly or by their nature are required to survive termination in order to achieve their purpose.

33. Governing Law and Jurisdiction

The Agreement, these Online Referral Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Cyprus, and shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus, to the exclusion of conflict of laws principles.

34. Confidentiality and Personal Data

Confidential Information

For the purposes of the Agreement and these Online Referral Terms, "Confidential Information" means any non-public information disclosed to the receiving Party or its Representatives at any time before or after the date of the Agreement, including, without limitation, the existence of discussions between the Parties, the terms and conditions of the Agreement or any subsequent agreement between the Parties, trade secrets, know-how, and any non-public information relating to the business affairs of the disclosing Party or its affiliates, assets, products, services, corporate structure, operations, shareholders, directors, officers, personnel, subcontractors, business plans, product and service plans, suppliers, commercial terms, software, processes, designs, research and development, financial information, budgets, prices, financial strategies and projections, sales information, business opportunities, customers, partners, ideas, concepts and other non-public information disclosed in written, oral, electronic or any other form and that is either identified as confidential or, due to the circumstances surrounding disclosure, ought to be treated as confidential.

Confidential Information shall not include information that:

- a. is or becomes available to the public through no act, omission or fault of the receiving Party;
- b. was in possession of the receiving Party on a lawful non-confidential basis prior to disclosure by the disclosing Party;
- c. is disclosed to the receiving Party by a third party, provided that, to the best of the receiving Party's knowledge, the source of such information is not bound by confidentiality obligations or other contractual, fiduciary or legal obligation to maintain confidentiality in respect of such information; or
- d. is independently developed by the receiving Party without reference to, derivation from, or use of the Confidential Information.

The receiving Party shall use Confidential Information exclusively for and to the extent necessary for the performance of the Agreement, discussions between the Parties, legal and regulatory compliance, and as otherwise expressly permitted by these Online Referral Terms, and for no other purpose whatsoever.

The receiving Party shall keep Confidential Information confidential and shall not disclose or disseminate in any way any Confidential Information to any person, legal entity, government agency or department, except as expressly permitted herein.

The receiving Party shall use at least the same degree of care it uses to protect its own confidential information from unauthorised use, disclosure or dissemination, but no less than reasonable care.

Permitted disclosure

The receiving Party may disclose Confidential Information only:

- a. to its Representatives who have a genuine need to know such Confidential Information for the purposes of the Agreement and provided that they are bound by confidentiality obligations no less protective than those set out herein;
- b. with the prior written consent of the disclosing Party; or
- c. where legally required or compelled to disclose Confidential Information pursuant to applicable law or an order of a court, government department or regulatory authority, provided that the receiving Party, to the extent legally permitted, gives prompt prior written notice to the disclosing Party and limits disclosure to what it is lawfully required to disclose.

Ownership and no licence

All Confidential Information disclosed to the receiving Party remains the exclusive property of the disclosing Party, and no licence, title, interest in or other rights to Confidential Information are granted to the receiving Party or otherwise implied.

The receiving Party agrees to assign to the disclosing Party all rights, title and interest in any translation, revision, abridgement, improvement, derivative, transformation or adaptation from Confidential Information of the disclosing Party that is protected by trade secret, copyright, patent or other intellectual property rights.

Neither Party shall communicate to the other Party any information in violation of proprietary rights of any third party. Unless explicitly stated otherwise, any information of any third party provided by either Party is free from confidentiality obligations or proprietary rights.

All Confidential Information is provided by the disclosing Party on an “as is” basis and without any warranty, express or implied, regarding its completeness, accuracy or performance.

Breach and remedies

If the receiving Party becomes aware of any actual, suspected or anticipated breach of confidentiality by the receiving Party or its Representatives, it shall promptly: (i) notify the disclosing Party in writing and provide comprehensive information relating to the breach; (ii) undertake reasonable actions necessary to minimise any harm arising out of the breach; (iii) if requested by the disclosing Party, provide assistance in managing the consequences of the breach; and (iv) implement measures to prevent recurrence of the breach.

The Parties acknowledge and agree that any breach or anticipated breach of confidentiality may cause irreparable and continuing damage to the disclosing Party, and that the amount of such damages may be impossible to ascertain. The disclosing Party may seek equitable relief, including an injunction and/or an order for specific performance, without being required to prove actual damages, and may pursue any other remedies provided by law.

Return or destruction

Upon termination of the Agreement or the disclosing Party’s written request, the receiving Party shall, at its own option, return or destroy all materials, including all copies thereof, in its possession or control that contain Confidential Information of the disclosing Party. The receiving Party shall provide written certification of compliance if requested. Notwithstanding the foregoing, the receiving Party may retain Confidential Information to the extent and for the period it is required to retain such Confidential Information by applicable law, regulatory authority, internal compliance requirements or automatic back-up systems, provided that such retained Confidential Information remains subject to confidentiality obligations.

The confidentiality obligations set out herein shall remain in force for a period of five (5) years after the later of: (i) the Effective Date of the Agreement; or (ii) termination of the business relationship between the Parties. Confidential Information constituting trade secrets or information that by its nature should remain confidential shall remain protected for so long as it remains confidential under applicable law.

Personal data

To the extent that any information exchanged between the Parties includes personal data, each Party shall comply with applicable personal data protection laws and shall process such personal data only for lawful purposes connected with the Agreement, due diligence, compliance, payment administration, and legal or regulatory obligations.

The Partner shall not provide Unlimit with personal data unless it has the lawful right to do so.

Definitions

Account - means a live account opened by Unlimit ASP for the Customer in connection with the Service.

Agreement - means the UAS Referral Agreement signed between Unlimit and the Partner.

Confidential Information - has the meaning given in clause 33.

Customer - means a person for whom a live Account is opened by Unlimit ASP, who maintains and uses it.

Online Referral Terms - means these UAS Online Referral Terms, as amended from time to time.

Qualified Action - means, in respect of a referred Customer, that within ninety (90) days of the date the Customer’s Account is opened, the Customer: (i) has passed Unlimit’s onboarding and KYB checks and opened an Account; (ii) is a new customer to Unlimit who was not previously a customer of Unlimit, any Unlimit group entity or affiliate; and (iii) has funded the Account and completed at least one transaction with any volume, or paid the applicable account opening fee.

Representatives - means directors, officers, employees, agents, advisors, contractors, consultants and other representatives of either Party or its affiliated entities.

Reward - means the amount payable to the Partner, if any, in accordance with the Agreement and these Online Referral Terms.

Unlimit Account Service or Service - means an account in IBAN format, which Customer uses to perform payment transactions via wire transfers.

Unlimit ASP - means Unlimit or its group or affiliate entity providing the Unlimit Account Service to Customer as the account servicing service provider.