

## **THE TERMS AND CONDITIONS OF SERVICE PROVISION WITHIN THE OMEGA WEBSITE**

### **§ 1**

#### **General Provisions**

1. This Terms and Conditions specifies terms and conditions of providing the service of a product purchase available within the Omega website (hereinafter referred to as '**the Omega Website**'), bilateral rights and obligations of the Parties concluding the transaction, as well as other elements including liability principles, the privacy policy, processing of personal data and complaint procedure.
2. To use the Services available within the Omega Website, it is necessary to read the Terms and Conditions and accept its content by the User during execution of a transaction.
3. The entity, which provides Services within the Omega Website for the benefit of the User, is the company of Nautilus Investment Ltd having its registered office in Ras Al Khaimah, address P.O. Box 31291, entered into the register no. IBC/04/15/10598.
4. The User uses the Services of the Omega Website via a web browser Google Chrome, Opera Firefox or Safari and the User is required to give his/her consent to use cookies mechanism in the web browser (*cookies*), localstorage and to enable *Javascript* function in his/her web browser. Consumption of the Services of the Omega Website via different web browser than mentioned hereinabove or without accepting the said mechanisms or without Javascript support is forbidden and contrary hereto, and it may be the basis of a refusal of a possible complaint made by the User.

### **§ 2**

#### **Glossary**

1. The following definitions are specified for the purposes hereof:
  - 1) User - a major natural person, a legal person, an organizational unit without legal personality to whom the Law assigns legal capacity, who manages business or acts professional, or has appropriate competences on the basis of domestic law to use the Services provided on the Omega Website, if applicable in the place of (permanent) residence;
  - 2) Registration - a single activity performed within the Website based on opening the User Account and defining the Login, and Password, and other registration fields;
  - 3) User Account - collections and competences assigned to the User within the Website, including data necessary for authorization and enabling the usage of the Services. Only one Account shall be assigned to one User.

- 4) BitBonds Product - a product offered to be purchased by the User in the cryptocurrency, consisting of package of a various computing value, on the basis of which the Services shall be provided for the benefit of the User:
  - enabling the purchase of computing power of cryptocurrency mining hardware
  - marketing,
  - advertising.A detailed description of the available packages, their computing value and services provided within a given package is available on the Website.
- 5) Services - every kind of functionalities provided within the Website which are not referred to as Products;
- 6) Agreement on BitBonds Product Purchase –an agreement concluded between the User and Nautilus Investment Ltd via the Omega Website, on terms and conditions specified herein, under which the User purchases BitBonds.
- 7) Hate - statements, comments, publications, video clips and every other content which violate personal rights of the Service Provider and entities related to him.
- 8) Reference Link - a link generated via the Website, which is used to recommend the Website to new, potential Users. Every User has own, unique link with an unrepeatable identifier.
- 9) Omega Website - an internet website accessible via the link: [account.omega.best](https://account.omega.best) through which the Services are provided.
- 10) Marketing Plan - terms and conditions of accessing the Products and Services and the right to obtain compensation, and available on the Website;
- 11) Omega Website Operator/the Service Provider - Nautilus Investment Ltd, which is the owner of the Omega Website.
- 12) Order - an order to provide the Services placed by the User through the User Account, indicating features with which the User intends to buy a given product using cryptocurrency,
- 13) Form - a form available on the Omega Website and completed by the User with the view to conclude the Purchase Agreement, the Services are provided on the basis of it,
- 14) Processing - means an operation or set of operations performed on personal data or personal data sets in an automated or non-automated way, such as collecting, recording, organizing, arranging, storing, adapting or modifying, downloading, browsing, using, disclosing by sending, distributing or other sharing, matching or linking, limiting, deleting or destroying.
- 15) Personal data - are information about an identified or identifiable natural person; an identifiable natural person is a person who may be directly or indirectly identified, in particular, on the basis of an identifier such as the first name, surname, identification number, location data, online identifier or one or more specific factors determining physical, physiological,

genetic, psychological, economic, cultural or social identity of a natural person.

16) Consent - is voluntary, specific, aware and unambiguous statement of the will by which a data subject agrees to processing his/her personal data.

### **§ 3**

#### **Registration Procedure, Orders and Statements of the User**

1. Before the User starts using the Omega Platform, the User shall register the User Account on the Omega Website.
2. Opening the User Account requires providing the following data: name, surname, email address, phone number, country, age, gender.
3. After opening the User Account, the User receives, on the email address indicated by him, an activation link to the User Account, which requires confirmation, in order to activate the access to the Products.
4. By registration within the Omega Website, the User concludes an agreement on provision of services by electronic means and confirms reading hereof, and especially:
  - 1) Privacy Policy and Cookies Policy;
  - 2) The scope of the provided Services and Products;
  - 3) Marketing Plan;
  - 4) Lack of necessity of inviting new members to the Website;
  - 5) Terms and conditions on payments, including regulations on the User verification;
  - 6) Lack of the profit guarantee and presence of risk specified herein.
5. Before purchasing the Products, the User shall provide funds to his/her, so-called, technical account 'Your Wallet', in the sufficient amount in cryptocurrency, but not lower than according to the data currently contained on the Website.
6. After logging in to the User Account, the User uses the appropriate function to deposit in a cryptocurrency in his/her Wallet
7. In order to purchase the Bitbond Product, the User shall indicate the amount he/she is spending on his/her purchase and confirm his/her choice in a given box on the User Account.
8. Before activating the User Account, the User shall accept the terms and conditions hereof, which is done by selecting an appropriate checkbox. By accepting, the User declares that he gives consent to, among others, the provision of the Services on the terms and conditions and at the fees and compensation specified on the Website.
9. Using the Services and Products described herein involves using services provided by electronic means and the Multi-Level Marketing (MLM) system, thus the User represents that he/she:
  - 1) understands that the basic Product on the Website is the BitBond, understands the principles of its operation and is interested in using each service as a part of the BitBond which is a full-valued product;

- 2) holds an entrepreneur status, and in case of lack of it, the User represents that, for the purposes of this legal relationship, he/she shall be treated as a professional (an entrepreneur) by the Service Provider, and if such interpretation is not possible by legal reasons, making purchases of digital data available within provided Services and their launching, the User accepts the fact that he/she loses the right to withdraw from the Agreement;
  - 3) has been informed by the Service Provider that the User does not have to invite new Users to Red Braces to earn profit from using the services provided within the Website;
  - 4) has read and understands the Rules of obtaining the compensation specified herein and in the Marketing Plan.
10. The User represents that he/she understands that using the Website requires engaging own cryptocurrency funds, which is connected with the risk of decrease in their value. The risk results from the following aspects, on which the Service Provider has no real influence, i.e. conditions on the cryptocurrency market, in particular, so called, exchange rate risk. The exchange rate risk is a possibility to change (usually dynamically) the value of a particular cryptocurrency. Industrial, economic, random and other events have impact on the exchange rate risk. To minimize the exchange rate risk, it is worth analyzing the cryptocurrency market independently, so as to foresee effects of coming or current events and make fully conscious decision on the purchase of the Products on the Website.

#### **§ 4**

#### **Data Form and Verification**

1. The User is obliged to provide correct and real data in the Form. If the Website Operator has justified doubts about the authenticity of the provided data, the Operator has the right to suspend the execution of the Order until all doubts have been clarified.
2. Using the Omega Website, and in particular the Services, the User is obliged to comply with the provisions of the applicable law and hereof.
3. Using the Omega Website, the User is obliged to perform due diligence and not to cause detriment to the Omega Website.
4. The User may use the Services of the Omega Website only for own purposes, corresponding to the principles and assumptions of the Omega Website.
5. As a part of providing data by the User, and in particular during verification, the Service Provider may request the following type of information:
  - 1) name and surname;
  - 2) phone number;
  - 3) type of an account:
    - a) private;
    - b) business - in that case the Service Provider may request additional data indicated in the Form and sending to the Service Provider appropriate documents indicated in the Form to complete further verification;
6. In case of a private account (of a natural person) provision of data my concern:

- 1) name and surname;
- 2) citizenship,
- 3) identification number of civil register or birth date if such a number is not used in User's country,
- 4) series and number of a document confirming an identity of a person,
- 5) address of residence - in case of having such information by the authorities,
7. In case of a business account (of a company, legal person or an entity which does not have a legal personality):
  - 1) name (of a company);
  - 2) organization form,
  - 3) address of the registered office or address of business activity,
  - 4) Tax Identification Number NIP and in case of lack of such a number - a country of registration, commercial register as well as the number and dates of registration,
  - 5) identification data, under (6) of a representative person, who represents legal person or an entity which does not have a legal personality.
8. The Service Provider may introduce additional security methods for an account, including especially procedure connected with the Google Authenticator application or similar.
9. The Service Provider having reviewed provided data, may reject the registration of the User on the basis of low credibility of provided data by the User or demand to provide additional documents, including the identity card or passport, a photo of the User holding the said documents, or a photo of the User presenting in the background a well-known place from the area of User's place of residence (up to 15 km). The User acknowledges and agrees, that in connection to AML procedure (preventing money laundering and financing terrorism), the Service Provider may demand to verify the User at any time of his/her activity. Lack of verification, confirmed by documents, may result in suspension or removal of an account, including a write off accumulated funds.

## **§ 5 Services Use**

1. Each User is obliged to use the Website in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. Every User is obliged to notify the Service Provider about every error and defect noticed by the User on the Website. Using errors and defects of the Website to obtain any kind of benefit is against the Terms and Conditions and is a breach of law. If the Service Provider notices that the User benefits from an error or defect on the Website, the User shall bear the negative and legal consequences of such an activity. In such a situation, the Service Provider is entitled to take all the measures (sanctions) specified herein, including removing the User from the Website. The User is obliged to protect own passwords and logins against the access of the third party.
2. Because the Service Provider intends to keep consistency of the content of information and statements about the OMEGA project, shared with the public, the User shall not answer any press enquiries regarding the OMEGA project,

especially its Marketing Plan and the Services. The User is obliged to inform the Service Provider about all enquiries immediately or to get consent from the Service Provider to provide answers with suggested content.

3. The User shall not share the Account with others, transfer account rights, or any other form of share a part of or the whole Account. The User shall have only one account on the Website (multi-account ban). In case of violation of this provision, the Service Provider is entitled to impose all the sanctions specified herein.

## **§ 6 Partner Program**

1. The main goal of the OMEGA Platform is to enable Users to use the provided products. The Partner Program is an additional function on the Website and gives the Users possibility to obtain a compensation based on the principles specified in the marketing plan.
2. The Marketing Plan, including all provisions therein, is an integral part of the Agreement. The Marketing Plan includes the main principles of possible compensations and useful examples of their obtaining.
3. The Service Provider declares, and the User acknowledges and agrees that obtaining new Users to the Website is not necessary or needed to profit. Any possible information on the way of obtained profit, taking into account the benefits of inviting new people, shall not be interpreted as a required form to operate on the Website. Specifically, saying 'All you have to do is invite one person/another person' does not mean that it is necessary within the Partner Program of the OMEGA Website. The User, who successfully invites a new User to the Website, adds the User to own sale structure.
4. To join the OMEGA Website, it is necessary to have the Reference Link. Joining the Website is possible only within joining a structure of one of the Users (the New User's Sponsor).
5. The User operating within the Website acknowledges and is obliged to:
  - 1) inform about the Products and Services thoroughly and reliably;
  - 2) inform about the lack of profit guarantee and existing risks;
  - 3) inform about the lack of necessity to invite new Users;
  - 4) follow principles of honesty and proper treatment in contacts with others
  - 5) not to apply misleading, dishonest, unfair practices and sale.
6. The User is allowed to compete with each other by recruiting the Users within the Website (and the Users who may or plan to register). At the same time, it is reserved that if the User is willing to change the User by whom he/she was invited (to register a new account), the current User Account shall be removed and the User shall have a representation - consent (written or electronic version) from his/her sponsor (the owner of the structure the User joined) to change the structure and a representation-consent from the sponsor of his/her sponsor (the owner of the structure the sponsor of the User joined). For this purpose, such a person shall first submit a request (notice) to the Service Provider to remove the User Account. If this provision is violated, the Service Provider may:

- 1) remove or temporarily suspend the User Account of the persuaded and persuading User;
  - 2) impose sanction on such Users up to their collected funds, including losing the whole structure compensation.
7. The User has the right to participate in other profitable programs, however, if the Services are similar to the ones provided on the Website, it is forbidden to:
- 1) offer participation in other programs among the Website Users;
  - 2) combine the Website presentation with other presentations as one material (or one after another) unless the Service Provider has agreed.
8. In the event of promoting a direct competition, the Service Provider reserves the right to remove the User Account and write off collected funds. Direct competition is understood, especially, as particular projects, in which the Services similar to those indicated in the BitBond Product occur, in particular in the scope of cryptocurrency mining.
9. The User shall not seem to be acting on behalf of the Service Provider in User's professional contacts or contacts with other Users. In external relations the Users shall not use titles of 'Leader', 'Manager', 'Director' or other similar titles, unless the Service Provider agrees and gives such a title. If the provision is violated, the Service Provider may warn the User, including imposing appropriate sanctions, including suspension/removal of the User Account. Such recommendations may include individual Users as well as specific groups.

## **§ 7**

### **Deposits and Withdrawals**

1. All deposits and withdrawals within the Website are only in cryptocurrency to the addresses indicated by the Service Provider.
2. The fee is charged for each ordered withdrawal and the technological fee (contributing to the development of the Products and Services) may be charged, which lower the transferred amount of the cryptocurrency to the User Wallet's address. The technological fee may be charged depending on current development and needs of the Service Provider. Compensations are charged in real time - in cycles, which the User may observe on the Website.
3. Withdrawal below the minimum threshold of EUR 100 shall not be executed.
4. Information provided within the profile of the User Account, in particular, the value of collected funds, is an estimated value and may be corrected when verified by the Service Provider. In particular, collected funds are verified when a withdrawal order has been made. Until the acceptance of the payment by the Service Provider, the User has no claims to withdraw the funds. The parties establish a prohibition on the transfer of claims (assignment) to other entities.
5. Information on limits and restrictions of the withdrawal may be published on the Website.
6. The Service Provider is not liable for the cryptocurrency exchange rate, which is used as a unit of account. If during the transfer of funds, the cryptocurrency exchange rate (value) decreases or increases, the User is not entitled to demand a refund of the difference.

**§ 8**  
**Agreement Duration**

1. The Agreement is concluded on unspecified period of time. The User is allowed to terminate the Agreement by sending a notice to the e-mail address of the Service Provider. The User has the right to request the removal of own data by sending the appropriate request to the e-mail address of the Service Provider from the User Account, and the Service Provider is allowed to store the necessary data to identify the User, in the event of claims or inquiries of authorities, and to account the payments.
2. The contract expires at the User's death, but the rights to the account may be inherited under inheritance proceedings. The right to obtain User's right is granted by the Service Provider on the basis of required documents for that purpose.

**§ 9**  
**Agreement Termination**

The Service Provider reserves the right to terminate the Agreement on grounds of an important reason with extraordinary rendition and to impose Sanctions specified herein, especially, on grounds of violation hereof, and:

- 1) Sharing services that comprises the BitBond Product, regardless if it was paid or unpaid, public or private, unless it has only been for advertising purposes and for a limited amount of materials;
- 2) dissemination of information that may negatively influence activities of the Service Provider;
- 3) dissemination of information inconsistent herewith and the policy of the Service Provider, including especially 'hate' and information according to which to profit from the Omega Website it suffices to just invite new Users;
- 4) The User has been sentenced (final judgement), bankruptcy or agreement proceedings have been carried out against the User;
- 5) In presentations about the Website, the User omits information about the lack of profit guarantee and risk connected with participation in the Service Provider's project;
- 6) The User misleads, in any way, other Users or potential Users when it comes to the principles of operation and the Website.

**§ 10**  
**Service Disruption**

1. The Omega Website Operator has the right to periodically block User's access to the Service, due to ongoing modernization works or in case of reasonable suspicion of finding a critical error in the IT system of the Services or supporting the Omega Website.

2. The Omega Website Operator has the right to temporarily or permanently block access of a given User to use the Omega Website Services if the Operator has a reasonable suspicion or receives information that the User uses the Omega Website Services in a manner that violates or affects the provisions of applicable law or hereof. In this case, the execution of the Orders placed by the User shall be suspended until all suspicions have been cleared.
3. The Omega Website Operator is obliged to make every effort to ensure the correct provision of the Services, in accordance with the provisions hereof.
4. The Omega Website Operator is obliged to immediately notify the User about the fact and reasons for non-execution or improper execution of the Order.

## **§ 11 Liability**

1. The Omega Website Operator is not responsible for non-provision or improper provision of the Services offered on the Omega Website due to circumstances beyond the Operator's control, in particular due to random reasons, and as a result of a hacker attack on the Omega Website, the Services offered on the Omega Website, other services required for the proper functioning of the Services, or the server infrastructure of Omega Website, or the Omega Website Operator.
2. The Omega Website Operator is not liable for non-provision or improper provision of the Service due to circumstances for which the User is responsible, in particular if the User provided a false or incorrect address in the Form.
3. The Omega Website Operator is not responsible for the non-provision or improper provision of the Omega Website Services due to circumstances beyond Website, in particular when the Omega Website Operator receives information from the intermediary of payments or a bank or other financial institution, law enforcement, prosecutor or government organization, that the User intends to use the Omega Website Services in a manner that violates or affects the provisions of applicable law or hereof.
4. The Omega Website Operator is not liable for notifying the User about the fact and reasons for non-provision or improper provision of Website Services due to circumstances beyond Website, in particular, in the event that the Omega Website Operator does not have any contact details of the User, when the User provided in the Form false or an incorrect e-mail address, when the User does not respond to attempts to contact of the Omega Website Operator.
5. Subject to the applicable provisions of law, the Omega Website Operator is not liable for any damage suffered by the User, resulting from non-functioning or malfunctioning of the Package selected by the User.
6. The Omega Website Operator is not liable for any damages suffered by the User for using the Omega Website Services in the incorrect or illegal manner, in particular, inconsistent with the provisions of applicable law or hereof.
7. The Omega Website Operator is not liable for permanently or temporarily blocking the User's access to the Omega Website Services, related to

interruptions in the delivery of electronic, telecommunications, banking or payment services provided to the User or Omega Website Operator by independent service providers.

8. The Omega Platform Operator is not liable for temporarily blocking the User's access to the Omega Website Services related to ongoing modernization, or repair, or circumstances of force majeure.
9. Any violation of provisions hereof may result in warning, suspension, removal of the Account or remission of collected funds at the discretion of the Service Provider, in accordance with the scale of violation. If the User has acted in a way which is not prohibited hereunder, but his/her actions are recognized by the Service Provider to be harmful or unwelcome, the Service Provider may notify the User by e-mail requesting immediate cessation of such actions and removal of their results. No response and failure to prompt compliance of the User to the request of the Service Provider is a violation hereof. Moreover, the Service Provider has special rights in case of suspecting that an activity carried out by the User within the Website may be connected with committing an offence or violating hereof, or provisions of law, or good morals:
  - 1) the right to verify the User additionally by demanding providing certain documents, including identity documents;
  - 2) the right to hold or transfer to a particular account User's funds - in case of filing justified demand to the Service Provider by an appropriate authority;
  - 3) the right to share User's data - in case of filing justified demand to the Service Provider by an appropriate authority;
  - 4) the right to report to an appropriate authority when suspecting the usage of the Website for the purposes of money laundering, financing terrorism, or committing other offences;
  - 5) the right to inform law enforcement authorities when suspecting committing an offence in connection with the Website usage.
10. In the case of placing hyperlinks of other entities on the Website, the Service Provider reserves that the Service Provider does not influence the content or contents of such websites, does not verify or interfere with the nature of their professional activity, privacy policy of the owners or administrators and it is recommended to acknowledge the terms and conditions and other documents, in particular concerning processing of data .

## **§ 12**

### **Privacy Policy/GDPR**

1. Pursuant to European Parliament and Council regulation (EU) 2016/679 dated 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, Official Journal of the European Union, L 119/1 of May 4, 2016 (hereinafter referred to as: GDPR) the company of Nautilus Investment Ltd having its registered office in Ras Al Khaimah, address P.O. Box 31291, entered into the register no. IBC/04/15/10598 as the Personal Data Controller of the

Customer, who is a **natural person** (a person whose personal data have been obtained by the Controller), announces:

**1) Controller Data**

The Controller is the company of Nautilus Investment Ltd having its registered office in Ras Al Khaimah, address P.O. Box 31291, entered into the register no. IBC/04/15/10598, which appointed a representation in the European Union, i.e. a company of:

Akademia Rodo sp. z o.o. having its registered office in Warsaw (02-952, Wiertnicza 165 street, entered into the register no KRS 0000569187, e-mail: gdpr@omega.best

**2) For what purpose and on what basis we collect and use data:**

- a) In order to properly execute the agreement and provide the Services offered on the Omega Website - the legal basis: art. 6(1)(b) of the GDPR;
- b) In order to comply with legal obligations of the Controller, for example, issuing invoices, other accounting documents - legal basis art. 6(1)(c) of the GDPR;
- c) In order to respond to complaints within the time and form provided by law, in accordance with the applicable provisions in this area - the legal basis: art. 6(1)(c) of the GDPR;
- 3) In order to conduct our own direct marketing, within which we inform about offers and promotions, the legal basis: art. 6(1)(f) of the GDPR; In order to support the Customer Service, a better match of current offers in light of the selection of products - on the basis of explicitly, separately granted consent, the legal basis: art. 6(1)(a) of the GDPR. **The following personal data are processed:**

Name and surname; phone number, address, email address, age, country.

**4) The recipients of your personal data are:**

- a) support of the Omega Website, employees, associates of the Controller,
- b)
- c) Entities providing the Controller with advisory, consultancy, audit, legal, or accounting or tax as well as ICT and marketing services,
- d) Entities performing payment activities (banks, PayU) in order to make payments, refunds and other settlements,
- 5) Institutions that carry out tax, accounting etc. audits for at the Controller.

**6) Profiling**

Processing of personal data by the Controller includes profiling the Users of the Website according to their behavior, interests, payment credibility. Profiling aims at satisfying needs of the User and assuring accuracy of the selection of suggested services, it is carried out only on the basis on clearly stated consent.

**7) Personal Data Storage Time**

Personal data shall be kept for the duration of the Agreement, until the prior consent is withdrawn and for the time necessary to comply with legal obligations, including tax and accounting, regulated by separate regulations.

**8) You have the right to:**

- a) demand of the Controller to access personal data;

- b) demand of the Controller to correct personal data;
- c) demand of the Controller to remove personal data;
- d) demand of the Controller to limit processing of personal data;
- e) object to data processing;
- f) demand to transfer personal data,
- g) share copies of the data;
- h) the right to make a complaint to the supervisory entity;
- i) the right to withdraw a consent to the processing of personal data at any time, with the reservation that the processing of data until the withdrawal of consent was lawful.

#### **9) Respect for Privacy**

The Service Provider assures to make an effort to ensure that personal data are processed with the greatest respect for the privacy of the data subject and with the utmost care for the safety of the processed personal data, and in particular ensures of taking all legal measures to safeguard the personal data collections.

#### **10) Data Sharing outside the EEA**

The User's personal data may be shared with the countries outside EEA, i.e.: to the United Arab Emirates. However, the Controller uses servers to store personal data which are located in EEA countries. The Controller applies approved by the European Commission Standard Contractual Clauses, constituting legal mechanisms for the data transfer outside the European Union, which aims at guaranteeing privacy and safety of the personal data.

#### **11) Applied Safety Measures**

The Service Provider declares that it applies technical, organizational, procedural means to ensure high level of protection of the processed personal data, that is appropriate to the threat and categories of data subject to protection, and in particular protects the data against unauthorized sharing, modifying, processing subject to violation of the applicable law, damage or destruction.

## **§ 13 Cookies Policy**

### **1. Cookies Types**

The service provider may use the following types of cookies on the Website:

- 1) temporary which are deleted after leaving the site or turning off a web browser;
- 2) permanent that are stored on the User's end device for unspecified period of time, or until the User manually deletes them;
- 3) statistical to track traffic on the Website;
- 4) functional, allowing personalization of the site in relation to the User;
- 5) advertising to provide the User with content adjusted to his/her personal preferences;

- 6) necessary and safety, regarding the maintenance of safety rules within the maintenance of the Website and authentication rules.

## **2. Purposes of Using**

- 1) optimization, increasing efficiency and quality of the provided Services;
- 2) correct feature configuration available within the Website;
- 3) Personalization of the displayed content and ad matching to the visitors of on the Website;
- 4) keeping safety and reliability of the Website;
- 5) collecting and using general and publicly available static data through analytical tools.

## **3. External Entities**

Cookies stored on the User's end device are allowed to be used by other entities that affect the quality of the offered Services. The User may change own cookie settings at any time by specifying the conditions of storing and granting cookies the access to User's device. Changes to the settings referred to hereinabove may be made via the settings of the web browser or via the configuration of the Services. The settings may be changed to block automatic cookie operation in a User's web browser settings or to notify every time when cookies are placed on a device.

## **4. User Rights**

The User may delete cookies at any time by using the features available in the used web browser. Restricting or blocking cookies via the web browser shall not refrain the User to participate in the Website, however, this may cause difficulties or irregularities in the Website operation, for which the Service Provider is not responsible. It is recommended to use software that enables cookies operation.

## **§ 14**

### **Complaints**

1. The User and third parties may report infringements and complaints to the Service Provider to the e-mail address. The Service Provider specifically recommends reporting any violation of law by another User, or any violation of the law with regards to the Website content, or any abnormalities related to the operation of the Website. Reports shall be filed using the provided form in the Support tab or using e-mail address of the Service Provider.
2. The report shall include the required fields specified in the form, in particular the following:
  - 1) a type of the report;
  - 2) designation of the reporting person whose rights have been infringed or who has a legal or factual interest in the reporting, including the e-mail address, name and surname;
  - 3) a detailed description of law violation.

A notification, which does not meet above requirements, shall not be treated as a credible notification.

3. The Service Provider shall provide information after reviewing the report within 30 (thirty) days of its submission. The response to the report shall be sent to the reporting party address, which has been provided in the form. The Service Provider reserves the right to extend the above deadline by the maximum of 30 (thirty) days in the event of the need for special notice or overcoming obstacles encountered by the Service Provider, such as hardware or network failures. Furthermore, the Service Provider reserves that the examination of the report may require additional explanations from the reporting party - the duration of the response shall be extended accordingly every time. In the event of a completely unjustified notification or two unjustified notifications, the User shall be subject to the fine of EUR 10.00. If the Support is forced to charge the User in connection with violations hereof or User's activity within the Website, in addition to the warning the minimum penalty shall be at least the equivalent of EUR 25.00 and maximum of EUR 100.00.
4. User's submission of a complaint in the electronic form is equivalent to agreeing to receive a reply from the Service Provider also in the electronic form.

## **§ 15 Copyright**

1. All rights to the Website and all its elements (including software, functional layout, graphics, databases and works presented within the Website) belong to the Service Provider.
2. The User shall use the content on the Website for authorized personal use.
3. The User has right to use the Company's trademark (name) and logo (mark) and advertising materials, especially the Marketing Plan available within the Account, on conditions specified by the Service Provider. The use of the OMEGA trademark is permitted on the basis of the rules set forth on the Website, under the following provisions:
  - 1) If the User advertises, publishes or uses otherwise the Service Provider logo, he/she is required to add the statement "OMEGA Independent Partner";
  - 2) If the User has created a website, which is solely concerned with the Omega Website partnership or is described as one of several programs, the statement "Independent OMEGA Partner" shall be visible on the home page;
  - 3) If the User has used the domain name (in words) OMEGA, the Service Provider is allowed to request transfer of rights to the domain or change the content, or structure of the website;

## **§ 16 Additional Information of the Services**

1. The Service Provider shall ensure the operation of the ICT system, which is used in such a way that each User may terminate the use of electronic services at any time.

2. The Service Provider shall provide unambiguous identification of the parties of the electronic Services and due diligence to ensure the User of the competent entity who provides a product or the Services within the Website.
3. The Service Provider reserves that the use of electronic services may involve a technical risk, a typical for the use of ICT systems. The User facing existence of the business model shall protect their electronic connections and devices against unauthorized access, including, in particular, installing anti-virus software.
4. Updated information about the function and purpose of the software or data that are not part of the content of the electronic services entered into the ICT system used by the User (cookies) is contained in the Privacy Policy of the Website.
5. The Service Provider reserves the right to intervene in the technical structure of the User Account to diagnose irregularities in the operation of the Services and is allowed to change or affect the technical functionality of the User Account in any manner, to modify or restore the correct operation of the User Account or Website.
6. In connection with the necessity of ensuring safety and the highest quality of Provided Services, the Service Provider has the following rights:
  - 1) the right to discontinue Service provision in a given geographical area or in all geographical areas;
  - 2) the right to suspend new Users registration, verify all or a part of Users, log in to the Website by all or particular Users;
  - 3) the right to block the access of Users or a particular User to a given function within the Website.

## **§ 17**

### **Final Provisions**

1. The Service Provider has the right to amend hereto without justification. The Service Provider shall notify the User of amendments in a visible place on the Website, either by sending an e-mail to the User or directly by the notification available on the User Account (in the User Panel). If the User does not agree hereto, the User is allowed to remove the User Account.
2. Any disputes arising herein are applicable to the legislation based on general principles, and the parties reserves that if it is possible to apply principles of international law, the Service Provider has the right to choose the court and competent law. Before taking legal measures, the Service Recipient shall call the Service Provider and specify the claim, and then in 30 days the Service Provider shall respond and choose the competent court and law.
3. The User agrees to the transformations, legal changes and transfer of rights from the Service Provider to another entity. In particular, the User agrees that the registered office of the Service Provider may be moved to another country and that a completely new company may be started. Assignment of rights and claims is prohibited between the Parties in other cases.
4. To the Orders concluded and not executed before the amendments hereto become effective, the current wording shall apply.

5. If, at any time, one or more provisions hereof become legally binding, a final court judgment or a final administrative decision of a public administration authority, invalid or ineffective for any reason, all the other provisions hereof remain fully effective. Invalid or ineffective provisions, referred to hereinabove, shall be replaced by provisions resulting from the relevant provisions of law having legal effects similar to the amended provisions.