

General conditions of use (GCU) July 25th 2018

Definitions

With regard to these general conditions, the following should be understood as:

Platform: refers to the website of the tool accessible by means of the following address <https://app.syd.cloud/> or a personalized link according to a particular request by the customer

Tool: refers to the application accessible by means of the following address <https://app.syd.cloud/> or a personalized address according to the needs

Customer: refers to the person who registers and uses SYD.Cloud by creating transactions and/or participating in it

User: refers to the person who registers on the tool

Administrator: refers to the person who has the right to manage the account of his/her company

Account owner: refers to the legal person

Member: refers to the community of users and customers

Service provider: refers to the independent experts

Validation: refers to the action of accepting to switch from one step to another

Workflow: refers to the workspace created by the customer with regard to a commercial transaction or « contract »

Dashboard: refers to the dashboard for the follow-up of the workflow, represented by 5 steps

Due diligence: refers to the reliability analysis as described hereafter

Basic Due Diligence: refers to the verification of the identities and payments

In-depth Due Diligence: refers to the verification of the solvency files

KYC: refers to the verification of the detailed information sheets

Tutorial: refers to the document containing all practical information about the steps of the activity of a member and a workflow

Technical specifications: refers to the documents with regard to the specificities of the transactions

Rate: refers to the cost for the use of the platform by the customer

Information: refers to all you consider useful to share on the platform

Content: refers to all you consider useful to share on the platform about a particular workflow

Data: refers to all you consider useful to share on the platform about your account in particular

Authorization: refers to the rights a legal person grants to a user

Additional service: refers to the expertise accessible through the Dashboard (legal, insurance...)

Hosted content: refers to all uploaded documents on the platform

Temporary promotional event: refers to punctual marketing campaigns

1. The corporation

The conditions hereafter describe the conditions of use according to which the corporation PaySecure Worldwide SA (hereafter referred to as « the corporation » or « PaySecure Worldwide ») offers access to its platform, SYD.Cloud.

By registering on the SYD.Cloud platform (hereafter referred to as "SYD.Cloud" or "platform" or "tool") or by using it in any way whatsoever, you accept all of the following conditions. These conditions of use have been concluded with the corporation PaySecure Worldwide SA, Rue du Commerce - Technoport - Foetz Grand Duchy of Luxembourg, R.C. B195409.

Before creating your account and/or using our services, you must have read and accepted all terms and conditions included in these conditions of use and the Privacy Policy, as well as the terms and conditions linked to it. If you don't accept our conditions of use, you can't use our services or create an account.

The contract for providing services shall be considered to have been concluded as soon as the registration on the platform will be definitively finalized.

2. Subject

Through our platform, the companies have access to a Dashboard offering - in five steps - a standard process in order to help you create, manage and finalize commercial transactions. In section 3 §A, you can find all the details of the process. This service is exclusively intended for the companies entered and registered in the commercial register of their respective countries. A company can be a natural person, in the form of a legal entity with or without legal personality, operating for gain or not.

Our platform is presumed to be used irrefutably in a professional context. Consequently, the user is a professional, that is to say: a natural or legal person acting according to purposes entering into the context of his/her industrial, artisanal or liberal commercial activity. Shall also be considered a professional: any user acting on behalf and for the account of a professional.

2. The registration

A. Process

You don't need to pay for your registration on the platform. You must fill in your data and validate your request to activate your account, by clicking on the link sent automatically to your mail box. It is possible that the e-mail arrives in your spam box. You must absolutely accept the e-mails that would arrive in your spam box. Once you have performed the first step for the validation of your account, you will be invited to link your account to a company you must create subsequently. The registration of a company is required for using our services, except if you are invited to join an existing company. If you don't create your company within the next five days following your registration, your account will automatically be suspended. The creation of your company account and its association to your private account will be free if you are invited to become part of a workflow or if you create one. Otherwise, your account will be suspended within 10 working days.

After the validation of your account, the « support » team will send you a complete tutorial in order to guide you through the personalization of your account. The tutorial, also available on our website, will allow you to understand how the platform works.

In addition, our « support » team will ask you to provide the following data and/or documents in order to definitively validate your account and to allow you to use our tool:

- A copy of the identity card of the account user
- A certificate of residence (if the address isn't mentioned on the identity card)

The « support » team reserves the right to require any other document it would consider useful in order to identify the natural person using the platform.

All of these documents must be downloaded in « User settings » and « Upload documents ».

All personal data of the platform members are managed in conformity with the new European regulation on data processing. If you want more details, please refer to chapter 4, point 3 of these conditions.

As far as the legal person linked to the account is concerned, a certain number of documents must also be transmitted for validation to the support team:

The coordinated articles of association of the legal person;

- The proof of the registration into the commercial register, into the Crossroad Bank of Enterprises or at any national body listing legal persons;
- The full identity of the manager or administrator of the legal person, justified by a copy of his identity card or passport;
- The proof of the link between the account user and the legal person;
- The proof of the authorization granted by the legal person to the account user.

The « support » team reserves the right to require any other document it would consider useful in order to identify the legal person.

If you don't want to comply with the request of our support team when registering, your account will be closed within 10 days after that we will have noticed that you won't have replied to the reminder sent to you.

At any time, each validation can be subject to an update of the validity of the account. By 'update', the following should be understood: a random verification - for security purposes - of the identity of the platform users during a transaction.

If the validation needs to be updated and you haven't replied to the request by our support team after two reminders within 24 hours, your account will be suspended until the information will be updated. We strongly advise you to update the information requested by our « support » team; this way, you will avoid major problems after the suspension of your account.

In order to protect the general interest of the « secured » community on our platform, no derogation will be granted on the basis of this validation.

B. Due Diligence

As mentioned above, when a user is registering on our platform, we proceed to the validation of this user on the basis of several elements. This way, this validation will be visible in the « Due Diligence » section of the workflows you create or for which you are invited. If your personal account is not validated, you won't be able to go further in the workflow that you will have created or on which you will be invited to collaborate.

The validation process will be realized as follows:

- After having created the account, our services will ask the user to put a certain number of documents in the section « Files » on his/her account. These documents are attached to these GCU.
- The link between the natural person and the registered legal person will be established. The user will be asked to send his/her photograph together with the code that our services had transmitted through a secured channel
- Every 3 months, an update can be requested
- If all information required is delivered and validated, you will be allowed in our database as well as on the workflows on which you will intervene
- In order to go further in the verification process, we can also offer a more advanced screening tool via our partners. In this case, we will propose you a personalized offer according to your needs.

1. Right of withdrawal

When registering on our platform, you will be enjoying a right of withdrawal during 14 days as from your validation via the link for the validation of your account, which you will have received by e-mail.

If you wish to cancel your account, you must notify us at the latest 14 days after the above mentioned validation. You must send this request to the following e-mail address: support@syd.cloud

2. Legal person linked to your account

Our tool is reserved for companies. When you use it for the first time, you will be asked to register the company for which you bind yourself. Its validation will be conditioned to the actions included under point 1 of chapter 2 of these conditions (Registration - Process)

3. Lifespan of an account

The account will remain active at the discretion of its holder. This choice shall be considered to have been made by the holder, after the payment of the monthly invoice. In case of non-payment, please refer to the section « Non-payment » of these general conditions of use.

The suspension of the account or its deletion as a result of the non-payment of an invoice will have no effect on the due payment of the invoice issued, for which the customer shall remain liable.

4. The tool

A. 5 steps, in short: How does it work?

Through our platform, you can initiate a commercial process and invite all persons directly or indirectly linked to this transaction or join an existing workflow.

A natural person registers in the first place by accepting the general conditions and must link a company in order to use our tool (or its VAT number if the person is in the 'natural person - independent' system).

The natural person and the legal person must be validated by SYD.Cloud. This validation will be performed by taking into account the identity of the natural person and the link between him/her and the company. In the tutorial, we regroup the entire registration process until the creation of a workflow.

As soon as the validation will be performed, the person can personalize his/her account and the one of the company: he/she can add a photo, add colleagues according to different roles and taking into account their authorizations, add bank accounts and download all documents useful for the different accounts.

Before creating a workflow, you must fill in a form with seven questions, among which: the nature of the transaction, the geographical location and the date on which the finalization should be performed. The user will still have to validate the creation of the workflow via the link received by e-mail.

As soon as the workflow will be validated by the user, the latter will have access to the Dashboard, which is composed of five steps.

In the first place, the user must invite all parties to join him/her on the platform: in turn, the invited persons can also invite other participants! Consequently, all the people having a role to play on the workflow can be present on the platform. This way, all parties can see which companies are present and which role they play. The members of the workflow can also ask additional services, such as legal expertise or insurances in order to guide them

during their transaction: this request will be sent to SYD.Cloud, which can follow it up by recommending its partners according to article 8 of these conditions.

In the second place, SYD.Cloud confirms the validation of the accounts: this is the step called 'Due Diligence'. Our services collect the information useful for the validation of an account and share the information according to which the validation of each member has been obtained. In order to know on which basis the validation has been performed, please refer to the Tutorial.

The following steps of the « Dashboard » will only be accessible for the persons who will have been validated in the previous step.

In the third place, the parties in transaction are invited to exchange the technical specifications as well as the missions and to negotiate. In each step, the user can exchange documents with the other users allowed and communicate by means of an instant messaging system. It is also possible to exchange documents between certain users in a confidential way.

In the fourth place, all documents with regard to the agreements must be exchanged. Again, it is possible to exchange these documents with the public or in a confidential way. Just like in the previous step, you can also block a transaction that doesn't seem secured anymore. Subsequently, it will be totally locked and no other party will be able to modify it.

Finally, the user will have full visibility on the transaction steps, with actions to fulfill according to everyone's role: a production, a delivery, a payment...

When a party must proceed to a payment, it will be invited to select the bank of its choice, which it will have configured beforehand by means of the company settings. The window that will open, will correspond to the link provided by the user in order to come into direct contact with the e-banking platform corresponding to his/her company.

After the validation of the « Workflow finalized » step, the transaction will be considered finalized. Subsequently, it will be locked and it will be accessible on your account under the tab « Workflows finalized and locked ».

8. Additional services

Throughout the first step of the platform, when a workflow is created, you could ask for additional services such as export insurance, legal expertise, arbitration or mediation.

We have partnerships with a few providers who are experts in specific domains. They are visible on our website and after your request, we can ask them to bring you into contact with the person able to offer you the needed support. Taking into account the geographic extent and considerable number of different industries and activities, SYD.Cloud can't guarantee that it will be able to recommend an expert. All additional services linked to the recommendations of our platform will be immediately invoiced by the service provider and according to the contractual conditions determined by the provider in conformity with his conditions and/or in agreement with the user having required the additional service, without any intermediation by SYD.Cloud. In no way, SYD.Cloud can be held liable for the consequences of having brought the user into contact with the service provider, at all stages of this relationship, including the pre-contractual stage, the determination of the constituent parts of the contract, the conclusion of the contract, its execution, its interpretation or possible disputes with regard to it.

9. In-depth Due Diligence

Within several months, we will be able to put a « screening » tool at your disposal in order to go further in the KYC of your co-contractors. When you create your account, you will benefit from the Basic Due Diligence validation. If you are interested in a more complete solution, we invite you to contact our « support » services and our commercial department.

10. Payments with regard to the use of SYD.Cloud

The invoicing will be performed each month on the basis of the attached rate sheet. The applicable rate will be the one applicable when you create your workflow. By accepting these general conditions during your registration, you also accept all rates attached.

The invoicing of the workflows will be performed each month: as long as a workflow will be open, you will be indebted to SYD.Cloud for the attached payment.

SYD.Cloud reserves the right to modify its rate policy, but it will never do it retroactively. We bind ourselves to notify you of any modification at least 15 days before the entry into force of the new rate card.

You also have the right to withdraw at the latest two weeks after the creation of your account. If you wish to terminate your contract, you must notify our support team at the latest the fifteenth day after your registration.

We can temporarily modify the rates of our services for promotional events (for instance: free sales days) or new services. Such modifications will enter into force on the date mentioned in our communication about the temporary promotional event or the new service on SYD.Cloud.

Unless otherwise stated, all rates will be mentioned in Euros (EUR) and without VAT. The invoice will be sent to you with the applicable taxes according to your profile and the applicable tax system (VAT).

When you are « invited » to join a transaction, your invitation on the platform will be taken care of by the company having invited you. As soon as a third company to the transaction for which you are invited, will be invited or as soon as you will create a new workflow (and validate it), they will be invoiced on a monthly basis, as mentioned above.

11. Non-payment:

We apply strict rules in terms of non-payment. If we haven't received the payment thirty days after that the invoice was sent, we will suspend the use of the account until full settlement (within fifteen days after the suspension), with administrative expenses of 250 Euros in order to compensate the reactivation of the account and the recovery of the data. The invoice will always be sent by e-mail to the person having created the company account.

If the customer hasn't reacted after a time limit of fifteen days following the suspension, the account will be canceled and all data/information on it can be deleted as of right. If the customer reacts too late, our services can - if applicable and taking into account technical possibilities - make an offer for the recovery of the account and of the data involved. The user will be fully liable for the consequences of the suspension or cancelation of the account; with regard to the other users of the platform linked to the workflow as well as with regard to third parties.

The suspension of the account or its deletion will have no effect on the due payment of the invoice issued, for which the customer shall remain liable.

12. Use of SYD.Cloud

While using the platform, you bind yourself not to:

- infringe the laws, the rights of third parties or our regulations such as those concerning the prohibited objects or offenders;
- use SYD.Cloud and our services if you are not legally capable of taking out contracts for your account, the one of your company or the one of the company you represent, if you are younger than 18 years;
- publish false, incorrect, misleading or defamatory content and/or messages (including personal information)
- spread viruses or other technologies which might harm SYD.Cloud and its users or the interests or the property of the SYD.Cloud users;

- collect, in any way whatsoever, information about the users (including e-mail addresses and personal information).
- extract the source code without the prior written authorization of SYD.Cloud
- use our websites in a way that could deactivate, overload or otherwise prevent the proper functioning or appearance of SYD.Cloud
- communicate your password, your access codes or any action which might compromise the safety of your account

Violations of the conditions of use of SYD.Cloud

SYD.Cloud and its members cooperate with a view to the proper functioning of the platform; they make sure that it is a safe place for sharing information and working together. It is important for us that you notify us of any observation or suspect behavior by one of our members.

Without excluding other remedies, SYD.Cloud reserves the right to limit, suspend or terminate its services and user accounts; to forbid access to SYD.Cloud; to delay the publication of hosted content or to delete it; to take technical and legal measures in order to prevent users from accessing to its platform if it thinks that their acts might cause problems, that they can engage the liability of a party or that they are in contradiction with the spirit of our regulations. PaySecure also reserves the right to cancel the non confirmed accounts or the accounts having been inactive since a long time (more than 60 days without activity).

The fact that SYD.Cloud doesn't sue the user for a failure, can never be interpreted as a waiver of this right.

13. Content - Data

A. Data with regard to your account during the contractual period

When you entrust us with content, you grant us the non-exclusive, international, unlimited (i.e. for the duration of the protection), irrevocable, royalty-free, grantable right within the framework of a sublicense (through multiple levels) to exercise the copyrights, trademark, advertising and database rights and any other right necessary to host the content that you or others own on the content, in any existing or future media.

These data and the content of your messaging system are confidential and only the stakeholders of your workflow will have access to it. If you ask our support team to solve a technical problem and that it has access to your account and/or to one or several workflows, we guarantee that the data will remain confidential. Furthermore, our

« support » and commercial service shall not download any documents or messages and shall not - more generally - exploit the data linked to your personal account and company account.

EBRC

The data are stored on the secured servers of EBRC in Luxembourg.

EBRC is a data host with a PSF certification: this guarantees the accessibility of your documents in the most « delicate » scenarios. All information about its services is available on its website: www.ebrc.com

B. Data linked to your account if your account has been closed

If you have closed your account or if it has been closed in case of a violation of these general conditions of use, you will have fifteen days to recover all your data via our platform. If your account has been transferred, your data will be automatically recovered provided that you have selected a new person liable for the company account.

You can leave a company, but you will have to select a new account owner.

In order to counter fraudulent intentions and sabotage, the « company » account will be deleted for the users who haven't selected new owners, but only in their eyes: it will remain active for our Administrator in order to protect the data. If a person claims the data of the company and the transfer of the workflows on his/her account, we will take care of this transfer after having checked and validated the link between the legal person and the individual claiming this action.

If nobody claims the action of becoming Administrator of the account, the latter and all the data can be deleted as of right within 15 days.

C. Data Protection Policy

PaySecure Worldwide SA may collect your personal data in the context of business relationship.

PaySecure Worldwide SA takes into account the principles of data minimisation, data protection from their conception onward and data protection by default. Consequently relevant, adequate and limited information necessary for the purposes for which it is processed is collected.

Mandatory declarative personal data are indicated by an “*” sign on the collection medium. Apart from these cases, you are free to provide or not all or part of your personal data. However, such a decision could limit your access to certain services or products offered by PaySecure Worldwide SA, or other functionalities offered by its websites and mobile applications.

Your personal data are processed by PaySecure Worldwide SA in the cases permitted by applicable regulations.

It is specified here that for minors under 18 years of age, such consent must be given or authorised by the holder of parental responsibility. If the latter discovers that Personal Data of the minor concerned has been entrusted to PaySecure Worldwide SA without their consent, they may ask PaySecure Worldwide SA to delete such Personal Data.

Your personal data is collected for specific, explicit and legitimate purposes.

Depending on the case, your personal data may be used for the purpose of:

- dialogue with you within the framework of membership, licence, partnerships, etc.
- participation in satisfaction surveys, analyses and statistics in order to improve our products and services as well as the knowledge of our customers and prospects;
- requesting, obtaining or receiving information on PaySecure Worldwide SA or one of its entities or affiliates, or on the products and services offered by them or their partners;
- improving your customer experience.

PaySecure Worldwide SA may also use your personal data for administrative purposes or for any other purpose imposed by current legislation.

Your personal data being confidential, only persons duly authorised by PaySecure Worldwide SA can access your personal data, apart from their possible transmission to the bodies in charge of a control or inspection in accordance with the applicable regulations.

All persons who have access to your personal data are bound by an obligation of confidentiality.

These persons include the staff (IT, business development, administrative staff) authorised within the company and its affiliates. Our service providers may also be required to process personal data strictly necessary for the performance of the services we entrust them with.

In the event of recourse to affiliates or service providers located outside the European Union, PaySecure Worldwide SA undertakes to verify that appropriate measures have been put in place to ensure that your personal data benefit from an adequate level of protection (in particular through standard contractual clauses of the European Commission, the Internal Company Rules or the Data Protection Shield set up between the European Union and the United States).

PaySecure Worldwide SA takes care to protect and secure your personal data in order to ensure their confidentiality and prevent their being distorted, damaged, destroyed or disclosed to unauthorized third parties.

When disclosure of data to third parties is necessary and authorized, PaySecure Worldwide SA ensures that these third parties guarantee the same level of data protection as that offered to them by PaySecure Worldwide SA, and requires contractual guarantees so that the data are exclusively processed for the purposes you have previously accepted, and with the required confidentiality and security.

PaySecure Worldwide SA implements technical and organizational measures to ensure that personal data are kept securely for the duration necessary for the exercise of the purposes pursued in accordance with applicable law.

Although PaySecure Worldwide SA takes reasonable steps to protect your personal data, no transmission or storage technology is foolproof.

In accordance with applicable European regulations and in the event of a proven breach of Personal Data likely to create a high risk for the rights and freedoms of the persons concerned, PaySecure Worldwide SA undertakes to communicate this breach to the competent supervisory authority and, where required by the said regulations, to the persons concerned (individually or generally as the case may be).

Notwithstanding the above, it is your responsibility to exercise caution to prevent unauthorized access to your personal data and terminals (computer, smartphone, tablet, ...).

In addition, the Company's websites may provide links to third-party websites that may be of interest to you. PaySecure Worldwide SA has no control over the content of these third party sites or over the personal data protection practices of these third parties. Consequently, PaySecure Worldwide SA declines any responsibility concerning the processing of your Personal Data by these third parties, not subject to the present Charter. It is your responsibility to inform yourself about the personal data protection policies of these third parties.

PaySecure Worldwide SA keeps your personal data for the time necessary to fulfil the purposes pursued, respecting the legal possibilities of archiving, obligations to keep certain data, and/or anonymisation.

In particular, we apply the following retention periods for these few broad categories of personal data:

- Personal data of customers/prospects/business partners: as long as the user is active and, at the latest, 5 years after the last contact with the user;
- Personal login data (datarooms): 1 year after last login

Your Rights

- Your right to information on the processing of your personal data : PaySecure Worldwide SA strives to provide you with concise, transparent, understandable and easily accessible information on the conditions for processing your personal data, in clear and simple terms.
- Your right of access, rectification and deletion (or “right to forget”) of your personal data
- Your right of access allows you to obtain from PaySecure Worldwide SA confirmation that your personal data have or have not been processed as well as the conditions of such processing, and to receive an electronic copy (for any additional copy, PaySecure Worldwide SA is entitled to demand payment of any reasonable fees based on the administrative costs incurred).

You also have the right to obtain from PaySecure Worldwide SA, as soon as possible (and by default within 30 days), the rectification of your personal data.

Finally, subject to the exceptions provided by applicable law (e.g.: retention necessary to comply with a legal obligation), you have the right to ask PaySecure Worldwide SA to delete, as soon as possible, your Personal Data, when one of the following grounds applies :

- Your personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
 - You wish to withdraw your consent on which the processing of your personal data was based and there is no other basis justifying such processing;
 - You consider and can establish that your personal data has been unlawfully processed;
 - Your personal data must be deleted in accordance with a legal obligation.
- Right to limit the processing of your personal data

The applicable regulations provide that this right may be invoked in certain cases, in particular the following:

- when you dispute the accuracy of your personal data;
 - when you consider and can establish that the processing of personal data is unlawful but you oppose the deletion of personal data and demand instead that the processing be limited;
 - when PaySecure Worldwide SA no longer needs your personal data but they are still necessary for you to establish, exercise or defend your legal rights;
 - When you object to the processing that would be based on the legitimate interest of the controller, during the verification whether the legitimate grounds pursued by the controller prevail over those of the person in question.
- Right to the portability of personal data

When the processing is based on your consent or a contract, this right to portability allows you to receive the personal data you have provided PaySecure Worldwide SA with in a structured, commonly used format, and to transmit this personal data to another data controller without PaySecure Worldwide SA hindering it.

When technically possible, you may request that this personal data be transmitted directly to another controller by PaySecure Worldwide SA.

- Right to lodge a complaint with a supervisory authority

When PaySecure Worldwide SA processes your personal data on the basis of your consent, this latter may be withdrawn at any time using the means provided for this purpose. On the other hand, and in accordance with applicable law, the withdrawal of your consent is only valid for the future and cannot therefore call into question the lawfulness of the processing carried out before this withdrawal.

- Right to decide the fate of your personal data after your death

Finally, you have the right to organize the fate of your personal post-mortem data through the adoption of general or specific guidelines. PaySecure Worldwide SA is committed to respecting these guidelines. In the absence of directives, PaySecure Worldwide SA recognises the possibility for heirs to exercise certain rights, in particular the right of access, if it is necessary for the settlement of the deceased's estate; the right to object to the closure of the deceased's user accounts ; and the right to object to the processing of their data.

For any question relating to this Policy and/or to exercise your rights as described above, you may contact PaySecure Worldwide SA, electronically or by post, by sending a letter accompanied by a copy of any identity document to : dpo@syd.cloud

PaySecure Worldwide SA commits to reply as soon as possible, and at the latest within one month of receipt of your request.

If necessary, this deadline may be extended by two months, taking into account the complexity and number of requests addressed to PaySecure Worldwide SA. In this case, you will be informed of the extension and the reasons for the postponement.

If your request is submitted in electronic form, the information will also be provided to you electronically whenever possible, unless you expressly request otherwise.

If PaySecure Worldwide SA does not comply with your request, it will inform you of the reasons for its inaction and you have the possibility of lodging a complaint with a supervisory authority and/or filing a judicial appeal.

14. Liability

SYD.Cloud can't be held liable for the content or actions (or absence of action) of other users, nor for the objects or services they offer for sale.

You acknowledge that we are not a sales company, nor a company of business or service intermediaries. Our tool is an exchange platform allowing to invite players directly or indirectly linked to a transaction, in order to collaborate and to follow the entire transactional process. We never intervene in a transaction; we don't judge and we don't advise.

Consequently, we don't check the quality, safety or lawfulness of the listed objects, the veracity or accuracy of the content or information of the users, the capacity of the sellers to sell these objects nor the capacity of the buyers to pay for these objects. Moreover, we can't guarantee that the seller or the buyer will conclude the transaction.

We don't transfer the legal property of the objects from the seller to the buyer. The sale/purchase agreements are concluded directly between the buyer and the seller. Furthermore, we can't guarantee a continuous and secured access to our services, since the proper functioning of our platform can be affected by many factors we don't control.

Consequently, within the limits of the applicable Luxembourg legislation, we exclude any guarantees, conditions or other provisions, and we can't be held liable for the loss of money, goodwill or reputation, nor for special, indirect or induced damages resulting from or linked to the use of SYD.Cloud.

We exclude any guarantee and liability within the limits authorized by the currently applicable Luxembourg law.

Without prejudice to the stipulations provided in the previous paragraph, if SYD.Cloud is held liable by the competent jurisdiction towards you or a third party, our liability can't exceed the highest of the following amounts: (a) the total amount of the transaction costs you have paid us during the 3 months preceding this liability action; or (b) 250 EUR.

15. Limitation of liability

In case of a dispute with one or several users, SYD.Cloud (as well as our administrators, directors, agents, related and associated corporations, joint ventures and employees) can't be held liable in any way for any claim and any (present or future) damage of any type or nature, known or not, directly or indirectly resulting from these disputes. You explicitly agree with this by accepting these general conditions.

16. Access to the platform and threat to the integrity of the website

You accept not to use a robot, spider, scraper or any other automatic process in order to access to SYD.Cloud, for any purpose whatsoever, without our explicit prior written consent.

Moreover, you accept not to:

- take any action which could, according to us, impose an unreasonable or disproportionate load on our infrastructures;
- copy, reproduce, modify or create derived works, nor to distribute or disclose to the public any content of SYD.Cloud (except for your own information) without the explicit prior written consent of PaySecure or, if applicable, of the consent of the third parties involved;
- disturb or try to disturb the proper functioning of SYD.Cloud or of the activities taking place on it;

17. Indemnifications

You accept to indemnify and defend PaySecure WorldWide (including reasonable legal expenses) as well as our administrators, directors, agents, related and associated corporations and employees, against any request or claim by a third party, caused by or resulting from your violation of these conditions of use or of any document incorporated

to it by reference, or by/from your violation of any law or of any right of these third parties.

18. Commercial relationship

No partnership, agency, joint venture, employee-employer or franchisor-franchisee relationship is provided or created by these conditions of use.

19. Notifications

Unless otherwise specifically stipulated, any notification to PaySecure must be sent by registered letter to PaySecure Worldwide SA, Rue du commerce - Technoport, Foetz Luxembourg. In principle, any notification intended to you will be sent by e-mail to the address you communicated to SYD.Cloud when registering. The notifications shall be considered to have reached you 24 hours after that the e-mail will have been sent, except if the sender is notified of the invalidity of the e-mail address. The notifications can also be sent by letter to the postal address you communicated when registering. In this case, the abovementioned time limit shall be 10 days after that the letter will have been sent.

20. Force majeure

SYD.Cloud shall be authorized to suspend one or several of its obligations or to partially or entirely dissolve the contract without any right to compensation for the user, in exceptional circumstances and/or in case of force majeure (such as - but not limited to - war, threat of war, troubles, destruction by fire or by any other cause, the partial or complete paralysis of traffic, judicial or governmental decisions, a total or partial failure by the suppliers, subcontractors or execution agents of the seller, a strike, a lock-out, a disruption in the internal organization or an interruption of the services), no matter if these exceptional circumstances or cases of force majeure take place on SYD.Cloud, among its suppliers or among other co-contractors. The obligation of the user to pay a sum of money can never be affected by a case of force majeure.

21. Unpredictability

If, after the conclusion of the contract, unforeseeable or unforeseen circumstances arise that make the execution of the contract by SYD.Cloud more difficult or more expensive, it will be authorized to suspend or adapt its obligations accordingly.

22. Dispute resolution

In case of a dispute between SYD.Cloud and you, our objective will be to propose you a neutral low-cost method in order to quickly resolve it. Before starting a legal procedure, we strongly encourage you to contact us first, so that we can find a solution via our support team.

We will take into consideration the reasonable requests for dispute resolution by means of alternative procedures such as mediation or arbitration.

Unless otherwise explicitly stipulated, these conditions of use are exclusively governed by the Luxembourg law, regardless of the provisions in terms of law conflicts. You accept that any claim or dispute you would have against PaySecure, will be resolved by a court in Luxembourg. However, PaySecure reserves the right to introduce the case before the court of the user's domicile.

23. Regulation on the use of the messaging tool

It concerns discussion areas between persons involved in the same transaction. In order to maintain a positive and pleasant atmosphere, the participants must comply with strict rules of courtesy and respect. We can absolutely not be held liable for any words or messages posted on our discussion tool.

24. Various

If one of the modalities mentioned in the conditions of use would be considered illegal or inapplicable, the other stipulations of these conditions of use will remain in force. At our sole discretion, we can affect these conditions of use in conformity with the 'Notifications' section. The titles of the different articles in these conditions of use are merely indicative and don't necessarily accurately determine the content of the articles to which they refer. The fact that we don't react to a violation of these conditions of use by you or by a third party, will not affect at all our right to react in case of a further or similar violation. We don't guarantee that we will take action for all violations of these conditions of use.

We reserve the right to modify these conditions of use at any time, by putting the modified conditions on this website. Unless otherwise stated elsewhere, all modified conditions will take effect 30 days after having been put online. Furthermore, we will notify you by means of PaySecure's messaging system. These conditions of use can't be

modified in any other way, except in case of a written agreement signed by you and us. These conditions of use constitute the entire agreement concluded between us concerning their subject. The provisions referred to in the articles 'Commissions and services' (with regard to the amounts owed for our services), 'Limitation of liability', 'User License', 'Liability', 'Indemnifications' and 'Dispute resolution' will remain applicable after the termination or expiration of these conditions of use, as well as all provisions that must reasonably survive the termination of the contract. All of our rights and obligations within the framework of these general conditions and statements shall be freely transferable by us within the framework of a fusion, an acquisition, the sale of our assets or a request from a court.

The following documents are attached to these general conditions of use:

- The rate card
- The tutorial
- Managing your colleagues: the rights according to the selected account