

TERMS OF USE

1. Introduction

1.1 beWise is a business platform that provides invoicing, payment, loyalty, ordering, promotional information and other solutions and services (the “Services”) for freelancers, solo entrepreneurs and small businesses to invoice and receive payments from their customers.

1.2 beWise provides the Services through its website (www.bewise.pro), mobile app, and other applications and channels (collectively the “beWise Platform”), which applications and channels may change and/or be supplemented from time to time.

1.3 These terms of use (the “Terms”) apply to both Freelancers and Businesses, as each term is defined below. The terms “you”, “yours” and variations thereof refer to the Freelancers and Businesses who sign up to these terms, as applicable, and the terms “we”, “our” and variations thereof refer to beWise.

1.4 These Terms apply to the Services, the beWise Platform and your account with us (the “beWise Account”).

1.5 These Terms are intended to define the terms of use for the Services, and the respective rights and obligations we and you have. By registering for a beWise Account or by using any of the Services, you agree to be bound by these Terms, which form a binding contract between you and us.

1.6 When creating your beWise Account and using the Services, you should read these Terms in connection with our Privacy Notice, which is published on our website and which forms an integral part of these Terms. Our Privacy Notice may be updated by us from time to time in which case we will indicate the last update date thereon.

1.7 “Freelancer” refers to an individual or legal entity who establishes a beWise Account or who uses any of the Services, subject to such terms and conditions set out in these Terms and other applicable contracts.

1.8 “Business” refers to an individual or legal entity who establishes a beWise account or who uses any of the Services to obtain services offered by Freelancers.

1.9 A Freelancer or a Business who agrees to these Terms and/or makes use of the Services shall be referred to as a “Member”.

1.10 Your beWise Account is operated, and the Services are provided, by CMH Creative LTD., a company incorporated in Malta, with its registered offices at Level 5, Carolina Court Giuseppe Cali Street, Ta' Xbiex XBX 1424 Malta ("beWise").

2. Account Creation

2.1 All information provided by a Member when establishing a beWise Account must be true, accurate, complete and up to date. The Member must update its beWise Account information promptly in the event of any changes to this information. beWise is under no obligation to carry out an independent verification, or inquire into the truthfulness, completeness or validity of any information provided by a Member, and shall in no case be liable from any loss due to any untruthful, incomplete or outdated information provided by a Member.

2.2 Without prejudice to paragraph 2.1, beWise reserves the right to carry out checks for the purposes of verifying the identity of Members, checking Members' credit status, and to comply with 2 beWise's internal compliance rules and legal obligations such as anti-money laundering and know-your-client obligations. By agreeing to these Terms, a Member explicitly agrees to such checks.

2.3 The Member understands and agrees that, from time to time, upon the request of beWise, it will disclose further information regarding its beWise Account.

2.4 beWise reserves the right to deny any application for a beWise Account without the need to explain the reasons behind the denial.

2.5 beWise Services may not be used by minors. In case a Member is an individual, he/she confirms that at the time of his/her approval of these Terms, he/she is older than 18 years old (or the age legally required under local law in the Member's home jurisdiction to bind himself/herself legally to these Terms).

2.6 In case the Member is a legal personality, the Member agrees and undertakes, it has been duly organized and existing in good standing in its jurisdiction, that it has all authorities and powers to enter into contract with beWise, and that its representative who signs/agrees to these Terms has been duly authorized to do so.

2.7 By registering for a beWise Account through the beWise Platform, the Member agrees and represents that he/she/it has read all terms and conditions herein and our Privacy Notice, and understood all the contents and approved all provisions herein and therein.

3. Services Provided

3.1 beWise is an online business platform that provides the beWise Services to its Members solely as support services to facilitate certain aspects of the business relationship between such Members.

3.2 Freelancers who provide their services to Businesses shall be individually chosen by the relevant Businesses and vice versa, in each case without any involvement of beWise.

3.3 The obligations of beWise are limited to maintaining the beWise Platform through which Businesses and Freelancers meet and contact each other, as well as providing a framework under which Freelancers can define and describe their services. beWise shall not be a party to any agreement between the Members, and does not undertake or guarantee the fulfilment of any obligations undertaken by any Business or Freelancer.

3.4 beWise reserves its right to modify or cancel the Services it offers by notifying the Member. The Member agrees and undertakes that it may not assert any claim or demand compensation from beWise under any name whatsoever because of such changes or cancellations.

4. Transactions between Freelancers and Businesses

4.1 Freelancers may create profiles on the beWise Platform describing their services and credentials, which must be accurate and not misleading. beWise makes no representation or warranty regarding any Freelancer's credentials or ability to deliver any service.

4.2 Businesses may post advertisements describing the services sought by them and examine Freelancer profiles on the beWise Platform. It is in the Business's complete discretion to choose which Freelancer(s) to work with. The Business agrees and undertakes that beWise has no responsibility to control or supervise the rendering of any Freelance service and hence all responsibility belongs to the Freelancer.

4.3 The Business may directly contact the Freelancer via the beWise Platform to negotiate the terms and conditions of the Freelancer's services. In any communication with via beWise, each Member shall act in accordance with applicable legal and ethical rules, and these Terms. In the event of an unlawful act during any communication via the beWise Platform, the Member shall be liable for all present/future direct and indirect losses, and beWise reserves its right of resort to legal action.

4.4 The Freelancer and the Business shall agree on the applicable commercial terms of the services to be provided by the Freelancer. Each Member agrees and undertakes to abide by such terms, and all applicable legislation applicable to the relationship between the Business and the Freelancer. The Freelancer and the Business is obliged to execute a service contract detailing the terms and conditions of the specific service to be obtained, where a

template is provided by beWise. beWise accepts no responsibility for such template's suitability from a legal or commercial perspective.

4.5 The Freelancer agrees and undertakes to perform the agreed-upon service personally and directly, and not through subcontractors or other third parties in part or in full without the written consent of the Business.

4.6 beWise shall not be held liable for a Freelancer's failure to provide any service, or for the quality of any provided service. The Freelancer is exclusively liable for providing the services in accordance with the terms agreed with the Business, on time, free of error, complete and in functioning condition. In case of any request by the Business regarding the quality or completeness of a service is made to beWise, beWise shall redirect this request to the Freelancer.

4.7 beWise may at any time remove any content from the beWise Platform that violates these Terms, general ethical rules, or applicable laws and regulations.

5. Payments

5.1 beWise shall prepare and issue a proforma invoice on behalf of the Freelancer to the Business for each service provided to the Business by the Freelancer.

5.2 The Freelancer shall pay beWise such fees as apply to the relevant Freelancer service, which fees may be changed from time to time by beWise. The Applicable fees and other rates can be found on beWise's website. beWise will deduct the applicable fees before remitting the amounts collected under the invoice to the Freelancer.

5.3 beWise may be obligated to make further deductions to the payment it makes to the Freelancer due to taxes, withholdings, third party costs or to legal obligations.

5.4 beWise may apply limits to the number and value of payments processed through your beWise Account. The Freelancer will not be able to receive the payments in excess of these limits until beWise have carried out additional steps to verify the identity of the Freelancer under anti-money laundering rules. beWise reserves the right to suspend the beWise Account until necessary verification checks have been completed. Merchants, partners and banks may apply their own additional restrictions.

5.5 If per the service contract between the Business and the Freelancer, the payment is to be made upon the completion of the service, beWise shall issue an invoice to the Business and send a payment link to the Business's e-mail address, once the Freelancer generates an invoice and requests payment. After the amount is transferred to beWise, and final acceptance is not required by the Business, beWise shall make the necessary deductions and transfer the remaining amount to the Freelancer's bank account as soon as possible.

5.6 If per the service contract between the Business and the Freelancer requires the final acceptance of the Business, upon approval of the Business, beWise shall make the necessary deductions and transfer the remaining amount to the Freelancer's bank account as soon as possible. If the Business does not give notice of approval or rejection, within the five-business day period, it shall be considered to have accepted the service. Following the transfer of the fee to Freelancer's bank account, Freelancer shall be the only contact person and responsible party for any claims and complaints by the Business regarding the service. beWise may not be held liable for any default regarding the provided service. If the Business refuses to approve payment, the dispute shall be resolved between the Business and the Freelancer. beWise does not have any authority or influence in resolving any dispute between Members. However, if, the Business and the Freelancer request that beWise intervene to help resolve a dispute relating to a transaction, this shall not be interpreted as widening the limited role of beWise. If such as request is made, beWise may access the communications between Freelancer and Business over the beWise Platform to help resolve the dispute resolution process between the Freelancer and the Business.

5.7 If there exists an agreed prepayment for the commencement of the specific service, beWise shall send a proforma invoice to the Business and a payment link to the Business's e-mail address for the payment. The Business shall be obliged to make payment within three (3) business days following the receipt of the said link. After the amount is transferred to beWise, beWise shall make the necessary deductions and transfer the remaining amount to the Freelancer's bank account as soon as possible.

5.8 If the Business notifies beWise with satisfactory evidence that the Freelancer has partially or fully failed to provide the agreed-upon service, beWise shall have the right, at its sole discretion, but not the obligation to withhold payment from the Freelancer and/or issue a refund to the Business. beWise cannot be held liable by the Freelancer or the Business for honouring or refusing to honour the request of the Business. beWise shall not be obliged to abide a chargeback request, if the Business fails to provide with satisfactory evidence, which beWise shall assess at its sole discretion.

5.9 In case beWise reasonably believes or discovers that a Freelancer has violated these Terms, beWise reserves its right to refrain from making any payments to such Freelancer and withhold any received funds and hold further investigation.

5.10 In the event of a Business's failure to fulfil its payment obligations to a Freelancer, beWise may close or suspend the Business's beWise account and resort to legal action. In case legal proceedings are initiated, beWise shall be entitled to request its applicable fees, interest, and legal fees including but not limited to attorney's fees from the Business.

6. Member Obligations and Use of the beWise Platform

6.1 The Member accepts, declares and undertakes that when they make use of the Services and the beWise Platform, and perform any operation in connection therewith, they shall at all times act in accordance with these Terms and applicable legislation including relevant data privacy laws when processing other Members' data.

6.2 The Member accepts, declares and undertakes that they may not use beWise Platform apart from providing services agreed with the service contract between Freelancer and Business. The Member may not provide a service that its scope and content is described in the service contract.

6.3 The Member may use its beWise Account and the beWise Services only for authorised and lawful purposes, complying with all applicable laws and regulations and all terms of hereby Terms of Use. The Member must not use its beWise Account or beWise Services in connection with any lottery or gambling activity, to further any fraudulent or other illegal activity, to impersonate another person or in a manner harmful to us or any other person.

6.4 The Website and the beWise Services are primarily designed for commercial transactions. If the Business is classified as a consumer under applicable law, the Business may be able to benefit from certain rights arising from applicable consumer legislation. If that is the case, it is the Freelancer's obligation to give notice to duly inform all applicable parties of such rights, and to fulfil all obligations under applicable consumer legislation.

6.5 The Member is the only authorised user of relevant beWise Account. The Member shall not let anyone else use its beWise Account. The Member may not transfer or assign its beWise account or any of its rights or obligations under any of these Terms to any third party in part or in full without the written consent of beWise.

6.6 If the correct user details (e.g., password, biometrics or code) are entered when the beWise Account is accessed, beWise will assume that that the person accessing to the beWise Account is the Member and the Member will be responsible for such use (including any transactions). The Member must notify the beWise as soon as possible by emailing info@bewise.pro if it discovers or suspects that the beWise Account has been compromised or suspects an unauthorised transaction. Until the notification, the beWise Account will not be secure, and the Member will be liable for transactions under the beWise Account. If beWise suspects that the account has been compromised or suspects an unauthorised transaction, it may communicate with the Member via the email address linked to its beWise Account, or via other secure means agreed between the Member and the beWise. beWise may need to verify your identity as part of this process. beWise shall in no event be directly or indirectly liable for any present or future losses that Members and/or third parties may sustain on account of the Member's failure or negligence in ensuring the security of system access tools, their safekeeping, denial of access to third parties or their use.

6.7 The Member agrees and understand that beWise may be obliged to make disclosures to governmental authorities pursuant to the applicable law regarding the Member, the Member's beWise Account, any payments received from or made to the Member, and that beWise shall under no circumstances be liable to the Member for such disclosures. beWise shall also be under no obligation to inform the Member that it has made or shall make such disclosures.

6.8 beWise reserves its right to demand damages arising from the Member's noncompliance with above conditions or any other provisions of these Terms. beWise's statutory rights are reserved.

7. Limited Liability

7.1 To the fullest extent permitted by law, beWise disclaims and excludes all representations, warranties and guarantees, whether implied or express and whether arising by law, contract or a course of dealings between beWise and the Member.

7.2 beWise shall not be liable to any Member for any loss or corruption of data, software or hardware, loss of anticipated savings, loss of profit or economic losses, or indirect, special or consequential losses.

7.3 beWise shall not be liable for any breach by one Member vis-à-vis another Member, or any unlawful act committed by Members. Without limiting the generality of the foregoing, because the service terms and conditions of Freelancers shall be agreed upon by the Freelancer and the Business, in any issues regarding the service of a Freelancer, the Business shall resort to the Freelancer only and not to beWise, and the Freelancer shall exclusively be responsible for all claims relating to the Freelancer's failure to perform its services as agreed.

7.4 beWise shall take all reasonable measures to maintain the continuance of the Services. However, beWise does not guarantee the continuous or uninterrupted operability of the beWise Platform, the Services or the beWise Account. There may be periods of downtime for maintenance and upgrade work (whether on a scheduled or unscheduled basis).

7.5 beWise is not responsible for the security of information that the Member chooses to communicate with beWise while it is being transmitted to the beWise Platform or for any data lost during transmission before beWise receives the data.

7.6 The messaging sent by beWise may from time to time include links to external sites and third party offers and promotions. beWise is not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that beWise includes links to such external sites does not imply any endorsement of their operators or promoters.

7.7 Nothing in these Terms is intended to constitute the Member an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of beWise, or vice versa.

7.8 Freelancers shall remain at all times independent contractors and shall be responsible for all taxes (including, without limitation, social insurance, unemployment and withholdings) accessible with regard to the services they provide to the Businesses.

8. Intellectual Property Rights

8.1 beWise is the sole owner of the beWise Platform and all content used therein including but not limited to the domain name, visuals, texts, bulletins, slogans, videos, designs, know-how and any business data, illustrations, database, system flow data, logo, emblem and data, ideas, or trademarks and trade dressing, flows, source codes, researches, codes, methods, statistical figures and financial and moral rights and all other intellectual property rights related to the beWise Platform and the Services (collectively, "IP Rights"). No IP Rights are being sold, licenced or otherwise transferred by beWise to any Member or other third party by virtue of the provision or use of Services or otherwise.

8.2 The Member agrees and undertakes not to, or purport to, partially or fully (a) disclose, republish, redistribute, re-transmit, assign, licence, sub-licence or grant any rights of use (or other rights) in the IP Rights to any other person; (b) copy or reproduce the IP Rights or the content therein or any messaging send to the Member; (c) decompile or reverse engineer the beWise Platform, attempt to derive the source code, or alter, modify, translate, adapt or create derivative works of the beWise Platform in any way; (d) remove or tamper with any copyright or other attribution notice on the beWise Platform; (e) attempt to circumvent security features or interfere with the proper working of the beWise Platform; or (f) send SPAM mails or upload/distribute malicious software through the beWise Platform.

9. Term and Termination

9.1 These Terms shall become binding on the Member and beWise on the date the Member establishes a beWise Account or otherwise begins to use the Services, and shall remain in force as long as the Member's beWise account is active.

9.2 beWise may, from time to time, suspend, in whole or in part, the operation of any Services and/ or use of the Member's beWise Account if (a) the beWise Account is being used in violation of these Terms; (b) beWise suspects that the beWise Account is being used in connection with unauthorised, fraudulent or unlawful activities; (c) the security of the beWise Account has been compromised; (d) an unauthorised transaction has taken place through the beWise Account; or (e) beWise is required to do so by law, court order or the instructions of a regulator.

9.3 beWise reserves the right to close a beWise Account with or without prior notice, without any obligation of compensation if:

(a) the Member fails to satisfy or maintain the minimum eligibility criteria (including the maintenance of up to date information) as described in these Terms;

(b) the Member uses the beWise Account or the Services in connection with unauthorised, fraudulent or unlawful activities; or

(c) the Member is in breach of all terms described in these Terms.

9.4 Closure or termination of a beWise Account shall not prejudice any rights that arose prior to such closure or termination. Specifically, beWise shall reserve all indemnity and other rights arising from contract and law.

10. Force Majeure

10.1 Force majeure refers to any event that is beyond the reasonable control of an affected party and that cannot be avoided despite the reasonable care and diligence shown by such party, including but not limited to acts of God, riots, civil unrest, war, strikes, epidemics, fire, flood, communication interruptions, and adverse weather conditions.

10.2 In all circumstances that constitute force majeure as defined above or otherwise by law, beWise shall not be deemed in default of its obligations under these Terms or the Services when such performance is prevented by a cause beyond the reasonable control of beWise. In such case, beWise shall not be held liable for its failure to perform its obligations hereunder, under the Services and/or any applicable legislation, and no claim of compensation shall be made against beWise.

11. Governing Law and Dispute Resolution

11.1 These Terms and the Services shall be governed by and construed in accordance with the laws and regulations of the United Kingdom.

11.2 In the event of any dispute, difference, claim, controversy or question between the parties, directly or indirectly, arising at any time under, out of, in connection with or in relation to these Terms or the Services, or any term, condition or provision hereof, including, without limitation, any of the same relating to the existence, validity, interpretation, construction, performance, enforcement and termination of these Terms (a "Dispute"), each party hereby irrevocably and unconditionally consents that such Dispute shall be subject to the exclusive jurisdiction of and shall be finally settled by the courts of the United Arab Emirates, whose judgment shall be binding upon the parties.

12. Amendments

12.1 beWise reserves the right to make changes to these Terms from time to time.

12.2 beWise will notify the Member of any change(s), including details of when they will come into effect. Subject to any statutory notice period, the Member will be asked to confirm that it has read and understood the new/updated Terms. If the Member wishes to continue to have access to the Services, it must agree with the new/updated Terms. Notwithstanding the foregoing, if the Member continues to benefit from the beWise Services following any changes to these Terms, it shall be deemed to have accepted the new version of these Terms.

13. Communications

13.1 The Member can contact beWise by writing the address in paragraph 1.10 or by emailing info@bewise.pro.

13.2 beWise will communicate with the Member in the English language and the Member agrees that communications will be by email or by posting material on beWise's website unless another method is required by applicable law.

13.3 The e-mail address provided by the Member during the creation of its beWise Account shall be used in all correspondence unless another method is required by applicable law.