



UNILINK TERMS AND CONDITIONS

Last Updated: October 24, 2018

The parties are:

FinoTech Limited with a registered office at 5 The Mall street, London W5 2PJ

Incorporated under the Companies Act 2006 as a private company, registered in the Registrar of Companies for England and Wales, under the Company number: 10761117, TIN: 7311025296

to as: "**Company**"

and

The party submitting an application to become a Unilink user, or business Client aiming at taking the marketing benefits from the Unilink software (hereinafter referred to as: "**the Partner**") - unless the Terms and Conditions provides otherwise, hereinafter collectively referred to as: "**Client**"

By using Unilink, **Client** agrees to be bound by these terms of service (hereinafter referred to as: "**Terms and Conditions**"). This **Terms and Conditions** are effective as of the date **Client** registers as a user of a online platform employed the Unilink software (hereinafter referred to as: "**Platform**") or registers as a business partner of **the Company** (hereinafter referred to as: "**Platform**"). The integral part of these **Terms and Conditions** is **Unilink Data Processing Agreement, End User Privacy Policy** as well **Affiliation Agreements** provided by **the Partners** upon their IT infrastructure. Our Privacy Policy regarding processing of **Your Personal Data** is available at <https://unilink.io/documents> [**Website Privacy Policy**] and is incorporated by reference into this Agreement, and is a part of these **Terms and Conditions**.

1. Brief description.

1.1. Unilink is an comprehensive affiliate management software for measuring web traffic and reporting, which is hosted on **the Company's** servers and made available to **Clients** through the website: unilink.io. To use Unilink an internet connection and a web browser with JavaScript support is required.

2. Terms of access.

2.1 **The Company** grants to **Client** a non-exclusive, non-assignable, and non-transferable right during **the Term** (as defined in section 12) to use Unilink in accordance with all of the terms and conditions set forth herein.

2.2 Access to Unilink requires logging in Platform using **Client's** email address and password or logging in Unilink website as **the Partner** using **Partner's** email address and password. By logging **the Partner** or **Client** grants the consent to collect and / or process any **Personal Data** provided by **the Partner** or **Client** during using Unilink, including processing **the Personal Data** in order to deliver end users targeted advertising, automated individual decision-making with respect to calculation of remuneration, **Profiling** aiming at evaluation of certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's personal preferences, interests, behaviour, location and usage of **Cookies** technology in connection with an **End User's** device.

2.3 **Client** is solely responsible for their use of Unilink. **Client** shall not permit any third party to use or gain access to Unilink and shall use reasonable security measures to protect against unauthorized usage and/or access. **Client** is solely responsible for use of Unilink by their employees or any unauthorized person.

2.4 **The Company** shall not access **Clients'** and **Partners'** accounts for purposes other than administrative or support.

2.5 In order to enable **the Partner** to use Unilink and handle **Clients'** campaigns, the Company provides the Partner with a domain individually assigned to the **Partner's** account (hereinafter referred to as "**Partner's Domain**"). **The Company** is the sole owner of a **Partner's Domain**. **Partner's Domain** is assigned to **the Partner** solely for use of Unilink services for the subscription period. **The Partner** is not entitled to use a **Partner's Domain** for purposes other than using Unilink during the subscription period. **The Company** reserves the right to refuse to grant **the Partner** a **Partner's Domain** or to block a **Partner's Domain** if **the Partner** breaches **the Terms and Conditions**, in particular if **the Partner** uses a **Partner's Domain** for: pornographic purposes (including but not limited to child pornography), advertising and promotion of prohibited products or substances, infringement of any rights, harassment, threats, phishing, money laundering, impersonating another person or entity, in order to commit any crime or offense, violating the rights of third parties as well as breaching any applicable law or good practices or does not reimburse the margin fee payable, based on affiliates' remuneration due to **the Company** for using the **Domain** by **the Partner**. **The Partner** is solely liable for all activities related to **Partner's Domain**, within

all possible use, including content providing for disclaimers, regulatory requirements that **Partner's Domain** redirects to.

2.6 **The Company** may equip a **Partner's Domain** with an SSL certificate in order to use HTTPS in **Partner's** campaigns using Dedicated Domain. **The Company** is a sole owner of an SSL certificate.

2.7 **The Company** reserves the right to choose an SSL certificate for a **Partner's Domain**, what **the Partner** accepts.

2.8 **The Partner** is not entitled to request that **the Company** shall choose an SSL certificate specified by **the Partner**.

2.9 **The Partner** will be entitled to use an SSL certificate within **the Partner's Domain** for the subscription period exclusively for using Unilink. **The Partner** is not authorized to use this certificate for any other purposes. **The Partner** is solely responsible for the use of the SSL certificate and for ensuring compliance with **the Terms and Conditions** and the provisions of applicable law. **The Company** reserves the right to refuse to grant **the Partner** an SSL certificate for a **Partner's Domain** or to deactivate an SSL certificate if **the Partner** does not use this certificate over longer period of time or if **the Partner** breaches **the Terms and Conditions** or uses an SSL certificate in the unlawful way.

3. Client requirements

3.1 **Client** shall provide true, accurate and current information to **the Company** and shall maintain all account information, ensuring it is true, accurate and up-to-date.

3.2 When an individual, **Client** represents and warrants: he/she is at least 18 years old, has full capacity to perform acts in law and is an individual running a business (i.e. **Client** is not a consumer).

3.3 When a person signing to Unilink acts on behalf of their employer or an entity, this person represents and warrants he/she has a full legal authority to bind their employer or such other entity to these **Terms and Conditions**.

3.4 **Clients** shall not access, or attempt to access, Unilink by any means other than through the website or interface provided by **the Company**.

3.5 **Client** shall not attempt to obstruct, disrupt or interfere with the operation of Unilink or other services provided by **the Company**. **Client** shall neither interfere nor attempt to interfere the website or **the Services** in any way through any means or device including, but not limited to using automation software, bots, spamming, hacking, uploading computer viruses or time bombs, or any unauthorized third-party software modifying or interfering the website or the service or by any means prohibited by these **Terms and Conditions** or

binding law. **The Company** reserves the right to determine what conduct it considers to be in violation of these **Terms and Conditions**. **The Company** reserves the right to control and verify compliance with these restrictions and limitations.

3.6 **Client** shall not attempt to gain unauthorised access to accounts registered to other **Clients**, or any servers, systems or networks connected to Unilink or **the Company's** website.

3.7 **Client** shall not obtain or attempt to obtain: (A) any information from the Unilink, including without limitation: email addresses or phone numbers of other **Clients** or other software data; (B) intercept, examine or otherwise observe any proprietary communications protocol used by Unilink, **the Company's** website or servers, (C) use any software that is designed to provide a means of unauthorised access to, or distort, delete, damage or disassemble Unilink or **the Company's** website or servers.

3.8 Neither **the Client** nor **the Partner** shall not use Unilink software, including any domain (**Partner's** or custom) and an SSL certificates assigned to **Partner's** account, in a manner that is, or may potentially be illegal, offensive, obscene, immoral, publicly objectionable within the online community, or deteriorate quality, value and reputation of **the Company** or Unilink software. In particular, **the Client** or **the Partner** may not use Unilink, an SSL certificates and any domain assigned to **Partner's** account for: pornographic purposes (including but not limited to child pornography), advertising and promotion of prohibited products or substances, infringement of any rights, harassment, threats, phishing, money laundering, impersonating another person or entity, in order to commit any crime or offense, violating the rights of third parties as well as breaching any applicable law or good practices. **The Company** reserves the right to control and verify compliance with these restrictions and limitations. Without prejudice to the other provisions of **the Terms and Conditions**, breach of aforementioned rules by **the Client** or **the Partner** shall be treated as a material breach of **the Company's Terms & Conditions** and grants to **the Company** the right to immediately suspend the provision of services as well as block **the Partner's** account. **The Client (the Partner)** accepts abovementioned and declares that in the aforementioned conditions, they shall have no claims over **the Company** with regard to suspension of or blocking the services, accounts, domains or SSL certificates.

3.9 **Client** shall ensure that all their materials are free from viruses, worms, Trojan horses, and other malicious code.

4. Intellectual Property

4.1 **Client** shall not rent, lease, sublicense, distribute, transfer, copy, or modify Unilink.

4.2 **Client** shall not adapt Unilink in any way or use it to create a derivative work.

4.3 **Client** shall not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code of Unilink.

4.4 **Client** shall not use Unilink in any manner, or in connection with any content, data, hardware, software or other materials, that (A) infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, (B) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious, (C) constitutes phishing, pharming or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias), (D) violates any applicable law, ordinance, rule, regulation or treaty.

5. End User data

5.1. By using Unilink an online platform for measuring web traffic and reporting, **Client** as well **the Partner** may collect or use some data regarding activities of End Users. This data may include information about IP addresses, session-based browsing behaviour, device-related data (hereinafter referred to as: „**Data**“). Unilink software does not collect **Data** which by itself identifies an individual such as name, address, phone number, email address. Detailed information regarding types of **Data** of **End Users** that may be collect or used by **Client** through Unilink is specified in **the Unilink Data Processing Agreement** referred to in point 5.2. below and in **Unilink End User Privacy Policy**. Any references to “**End Users**” mean the end user of an internet connected device, such as a visitor to a web page, a user of a mobile app, or a user of an IoT device, or a visitor on advertisement or campaign webpage.

5.2. If any **Data** are personally identifiable information or **Personal Data**, as such term is defined under the EU General Data Protection Regulation 2016/679 (hereinafter referred to as: “**the GDPR**”), and the processing thereof, shall be governed under the terms and conditions set forth in the **Unilink Data Processing Agreement** (further referred to as “**Data Processing Agreement**”). A current version of the **Data Processing Agreement** executed by **the Company** is available in section Data Processing Agreement on our website, and became effective as of May 25, 2018. The **Data Processing Agreement** is an integral part of these **Terms and Conditions**. Unless otherwise explicitly agreed in writing by the parties, it is agreed and acknowledged that with respect to any personally-identifiable information and **Personal Data** included in the **Data** processed in connection with Unilink software,

Client shall be considered as a “**Controller**” of **Personal Data** and **the Company** shall be considered as the “**Processor**” or “*another Processor*” (“**Sub-Processor**”), as applicable, according to the terms defined under the **GDPR** and the **Data Processing Agreement**. **Client** represents and warrants that **the Company** is permitted to collect, use and transfer **Data** on behalf of **the Client** in order to provide services related to Unilink software according to the terms defined under **Data Processing Agreement**.

6. Service Standards

6.1 **The Company** reserves the right to modify Unilink without notice and without any liability towards **the Client**.

6.2 **The Company** has no obligation to review the **Client's** use of Unilink. **The Company** do not control, nor is to be held responsible for **Client's** use of Unilink or any of the content that **Client** sends or receive through Unilink.

7. Proprietary Rights

7.1 All algorithms, methods of computation and data processed by Unilink to measure network traffic, **Events** (as defined in section 15.2), used for geolocation or categorization of network traffic or any other data of statistical nature necessary for proper functioning of Unilink or features thereof (hereinafter referred to as: “**Processed Data**”) are and shall remain the sole and exclusive property of **the Company**, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights inherent therein or appurtenant thereto. All rights not expressly granted to **Client** herein are reserved to **the Company**.

7.2 **Client's** and **Partner's** materials (i.e. ads, campaigns, landers, labels, etc.) are and shall remain their sole and exclusive property, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights inherent therein or appurtenant thereto.

8. Support

8.1 Unilink shall make the best efforts to provide the appropriate technical support, however, we do not guarantee removal of problems on the side of **the Client's** hardware and software. In the event, technical support shall be delivered in English based on the plan chosen by **Client**, and refers to the working days Monday through Friday, from 9:00 to 17:00

UTC. Detailed information on technical support is posted on Unilink website: <https://unilink.io/>

9. Confidentiality

9.1 You agree that the Unilink, and **Processed Data** are **the Company's** confidential and/or trade secret information (hereinafter collectively referred to as: "**Confidential Information**"). **Client** shall not sell, transfer, publish, disclose, display, or otherwise make available any portion of **the Confidential Information** to others except as expressly provided for herein. **Client** agrees to secure and protect **the Confidential Information** in a manner consistent with the maintenance of **the Company's** rights therein. **Client** shall use its best efforts to assist **the Company** in identifying and preventing any unauthorised access, use, copying, or disclosure of **the Confidential Information**, or any component thereof, or any of the algorithms or logic contained therein. Without limitation of the foregoing, **Client** shall advise **the Company** immediately in the event **Client** learns or has reason to believe that any person to whom **Client** has given access to **Confidential Information** has violated or intends to violate the confidentiality of **the Confidential Information** or any other the proprietary rights of **the Company**, and **Client** will, at **Client's** expense, cooperate with **the Company** in seeking injunctive or other equitable relief in the name of **Client** or **the Company** against any such person. **Client** agrees to maintain the confidentiality of **the Company's Confidential Information** demonstrating highest professional care as **Client** uses to maintain the confidentiality of **Client's** own most confidential information (and in no event less than a reasonable degree of professional care). **Client** acknowledges that the disclosure of any aspect of **the Confidential Information**, including without limitation Unilink or any other **Confidential Information** referred to herein, or any information which, at law or equity ought to remain confidential, will immediately give rise to continuing irreparable injury to **the Company** inadequately compensable in damages at law, and **the Company** is entitled to seek and obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings, in addition to any other legal remedies which may be available. In addition, **the Company** may immediately terminate **Client's** account and all license rights granted herein, in the event **Client** breaches any of its confidentiality obligations.

10. Indemnification

10.1 **Client** shall indemnify, defend, and hold harmless **the Company** from and against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses

(including interest, penalties, reasonable attorney fees, accounting fees, and expert witness fees) incurred by **the Company**, known or unknown, contingent or otherwise, directly or indirectly arising from **Client's** breach of any term or provision of these **Terms and Conditions** or any way related to the **Client's** use of Unilink, including but not limited to any claim that **Client's** website is owned by someone other than **Client** or that the website infringes on the intellectual property rights of a third party. **The Company** shall notify **Client** of any such claim and shall cooperate with **the Client**, at **Client's** expense, in defending or settling such claim. **The Client** may not settle any such claim in a manner that imposes any non-indemnified costs or otherwise adversely affects **the Company's** rights without **the Company's** prior written consent. **The Company** may join in defense with counsel of its choice at its own expense. If **Client** does not assume the defense of any such claim within thirty (30) days after the date notice of such claim is given, **the Company** may defend against such claim in such manner as it may deem appropriate at **Client's** expense, including, without limitation, settling such claim, after giving notice of the same to **Client**.

11. Disclaimer of Warranty

11.1 **The Company** and its respective Officers, Directors, Shareholders, Members, employees, advisors, contractors, licensors, licensees, suppliers, vendors, users and agents (hereinafter collectively referred to as: "**the Unilink Parties**") are not responsible for any content provided by third parties (including Clients). Except as expressly set forth herein, none of **the Unilink Parties** makes any representation or warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use, non-infringement and any implied warranties arising from course of dealing or course of performance. The entire risk arising out of the use of Unilink or performance of **the Client** websites remains with **the Client**. Without limiting the generality of the foregoing, **the Unilink Parties** specifically disclaim any responsibility, representation or warranty regarding (a) the success of Unilink, (b) the number of **End Users**, if any, who may see advertisements through the software, and (c) the error-free, disruption-free or interruption-free nature of Unilink. The software is provided "as is", "with all faults" and "as available" without warranty, of any kind, and any use by you shall be at your sole risk. To the maximum extent permitted by applicable law, in no event **the Unilink Parties** shall be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, any data, or other pecuniary loss) arising out of or relating to these terms of service or any related document or the use of or inability



to use Unilink, even if **the Company** has been advised of the possibility of such damages. The total, cumulative liability of **the Unilink Parties** for any direct damages incurred hereunder shall not exceed three hundred dollars (\$300.00).

12. Term

12.1 This **Terms and Conditions** are effective as long as **Client** is registered as a Unilink user. The services related to Unilink are provided by **the Company** to **Client** on a month-to-month basis, unless otherwise specified by the Parties hereto.

13. Termination

13.1 Either **Party** may terminate this agreement at any time by providing notice to the other **Party**. Regardless of the circumstances, such termination shall not give rise to liability.

13.2 In the event of any termination **Client** will not be entitled to any refunds of any fees. Any outstanding balance for Unilink use rendered through the date of termination, and other unpaid payment obligations during the remainder of the billing period will be immediately due and payable in full. All data, files or other information stored in **Client's** account will be no longer available to **Client**.

13.3 The termination of this agreement shall automatically, and without further action by **the Company**, terminate and extinguish **Client's** right to use Unilink.

13.4 **The Company** may suspend or terminate **Client's** access to Unilink at any time, without advance notice, for any reason that **the Company** finds valid in its sole discretion until cured, including but not limited to where **the Company** believes that: (A) **Client** is in any way in breach of **the Terms and Conditions**; (B) **Client**, at any time, is conducting activities that do not fully comply with all applicable local, state, federal and foreign laws, rules and regulations, (C) **Client** is in delay with respect to any payment for the usage of Unilink for the period 7 days from date of payment.

14. Amendments & modifications

14.1 **The Company** may amend the **Terms and Conditions** or billing plans. **The Company** shall post notice of modifications hereto at unilink.io. Changes shall not apply retroactively and shall become effective immediately after they are posted. Modifications to billing plans come into force at the beginning of next billing period.

14.2 All amendments or modifications will be binding if **Client** continues to use Unilink after modifications to these **Terms and Conditions** came into force.

15. Payments

15.1 Pricing is based on **Partner's** chosen plan, mutually agreed by **the Partner** and **the Company**.

15.2 All plans adhere to the usage structure which is defined as an "**Event**". An **Event** is defined as a visit, click and conversion, any and or all of which will be totaled to calculate final costs.

15.3 **Partner** shall be prompted to choose a payment method and enter his billing details upon the registration of their account, before the account can be used.

15.4 Upon the registration and at the beginning of each billing period, **Partner's** credit card shall be charged with a subscription fee corresponding to **Partner's** chosen plan.

15.5 First billing period begins on the date of registration as a Unilink user and ends the day before the date of following month that corresponds to the date of registration. Subsequent periods shall begin on the date of each month that corresponds to the date of registration and end the day before that date in following month. For applications submitted on: 1st January, 1st April, 1st July or 1st October the billing period shall begin the next day after the registration.

15.6 At the beginning of each billing period **Partner** will be charged based on the invoice for any overage charges accrued during last billing period. Overage charges are determined in accordance to the plan chosen. The cost associated with overage use is defined via the Unilink pricing page unilink.io.

15.7 If the payment cannot be charged to **Partner's** credit (debit) card, **the Company** may suspend or terminate **Partner's** account and **Partner** shall be responsible for all reasonable expenses (including attorneys' or solicitors' fees) incurred by **the Company** in collecting due amounts plus interest at the highest rate permissible under law of England and Wales.

15.8 All payments are in United States Dollars. **Partner's** account shall be debited with corresponding fees in accordance with current rates.

15.9 **The Company** reserves the right to change its payment policies any time in its sole discretion.

15.10 As a rule, **the Company** does not guarantee any refunds.

16. Miscellaneous

16.1 **Client** shall pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits

which may be levied against **the Company**. **Client** shall reimburse **the Company** for the amount of any such taxes or duties paid or accrued directly by **the Company** as a result of this transaction.

16.2 All agreements between **the Company** and **Client** shall be governed by, and construed in accordance with, the laws of England and Wales except for its conflict of law provisions, without giving any effect to any choice of law provisions thereof that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these **Terms and Conditions**.

16.3 Any litigation based hereon, or arising out of, under, or in connection with these **Terms and Conditions** (and all agreements between **the Company** and Client or **the Partner**), shall be brought and maintained exclusively in the competent court in London. The parties hereto hereby expressly and irrevocably submit to the jurisdiction of the abovementioned courts for the purpose of any such litigation as set forth above. In addition, each party irrevocably and unconditionally waives application of the procedures for service of process pursuant to the Hague Convention for Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters. The parties hereto hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.

16.4 Each of the parties hereby waives, to the fullest extent permitted by applicable law, any right to a trial by jury in any action or proceeding to enforce or defend any rights under these **Terms and Conditions** and any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

16.5 These **Terms and Conditions** are made solely for the benefit of **Client** and **the Company** and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of these **Terms and Conditions**.

16.6 **Client** may not assign any of its rights or delegate any of its duties under these **Terms and Conditions** without the prior written consent of **the Company**. Despite such consent, no assignment shall release the assignor of any its obligations or alter any of its primary obligations to be performed under these **Terms and Conditions**.

16.7 Except as otherwise expressly provided in these **Terms and Conditions**, these **Terms and Conditions** shall bind and inure to the benefit of the successors, assigns, heirs, executors and administrators of **the Company** or **Client**.

16.8 The relationship of **Client** and **the Company** established by these **Terms and Conditions** is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

16.9 Neither party shall be deemed in default of this **Terms and Conditions** to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, terrorism, riot, act of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party.

16.10 No waiver of a breach, failure of any condition, or any right or legal remedy contained in or granted by the provisions of these **Terms and Conditions** shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or legal remedy. No failure or delay by **the Company** in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

16.11 Except as may be set forth in an written agreement signed between **the Company** and **Client**, these **Terms and Conditions** constitute the final, complete, and exclusive statement of the terms of the use of Unilink between **the Parties** hereto and supersedes all prior and contemporaneous understandings or agreements of **the Parties** hereto, if any.

16.12 If any provision of these **Terms and Conditions** is found to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable it shall be so narrowly drawn, without invalidating the remaining provisions of these **Terms and Conditions** or affecting the validity or enforceability of such provision.

16.13 If **the Company** prevails in any action, suit, or proceeding arising from or based upon these **Terms and Conditions**, **the Company** shall be entitled to recover from **Client** reasonable attorneys' fees paid by **the Company** in connection therewith in addition to the costs of such action, suit, or proceeding.

16.14 The headings in these **Terms and Conditions** are included for convenience only and shall neither affect the construction or interpretation of any provision in these **Terms and Conditions** nor affect any of the rights or obligations of the Parties to these **Terms and Conditions**.

16.15 Any notice, communication or statement relating to these **Terms and Conditions** shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by verified facsimile or other confirmed electronic transmission; (iii) when delivered by certified mail or postage prepaid to the address of the respective party as indicated herein. Copies of all notices shall be sent to Unilink (unilink.io), FinoTech Limited 5 The Mall street, London W5 2PJ.

16.16 Each party acknowledges and agrees that it has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and conditions of these **Terms and Conditions**. These **Terms and Conditions** shall not be construed against either party by reason of its drafting.

16.17 Any complaints that arise from this **Terms and Conditions** or use of the Unilink can be directed to info@finotech.com. All complaints will be handled within a reasonable timeframe, not exceeding 30 days.