

## TERM OF USE (the "Rules")

On the <https://www.kettari.com> website (the "**Site**"), **Kettari GE LLC**, an organization incorporated in the territory and under the laws of Georgia (registration number: 404637915) and registered at: Georgia, Tbilisi, Mtatsminda district, Kiacheli street, #2, area #5 (the "**Kettari**" or "**We**", "**Us**", "**Our**") provides registered Users (the "**User**" or "**You**") with the ability to upload (and download) and deposit (register) any types of intellectual property objects (items) – items of copyright, items of neighbouring rights, trademarks, patents, etc. (the "**IP items**") – through the functions of the Site, which are already developed and implemented on the Site and which may be developed and implemented on the Site in the future (the "**Service**" or "**Services**").

All Our Services are rendered by means of software which We grant to use it to all Users on a legal conditions.

We provide Our Services for all Users free of charge (e.g., registering, creating, and accessing to the Personal Account). However, Our Site could contain the reference to services of Partners (e.g., depositing (registering) the IP items, issuing and (or) delivering Certificates of Deposit, etc.). The services provided by the Partners could be performed on a reimbursable basis.

To use services provided by the Partners You should visit the site of the Partners. For the avoidance of any doubt and misunderstanding, We are not under obligations for the services that are rendered by the Partners. To use Partner's service You make your own decision.

Before using the Our Services, the User shall read these Rules and consent.

For the avoidance of doubt, by continuing to use the Site and (or) the Services, the User thereby acknowledges that he/she has read these Rules and that the provisions of these Rules apply and are legally binding to the User.

The User understands and accepts that the Site and the Services are provided "as is", and that We are not responsible for the uninterrupted operation of the Site and the ability to access the Services, for the safety of information stored on the Site and for the other circumstances that are beyond Our control as well.

## **1. GENERAL TERMS**

**1.1.** These Rules are a legally binding agreement between the User and Kettari (hereinafter collectively referred to as the “**Parties**” and individually may be referred to as the “**Party**”), which determines the conditions of using the Site, as well as Parties’ rights and obligations arising from the use of the Services.

**1.2.** By using the Services, the User agrees with these Rules, which along with Our Privacy Policy, allow the User to use the Site and to access to the Services. The User may use the Services if he/she has the necessary and sufficient rights to enter into the agreement with Kettari under the applicable law. If, under the applicable law outlined in clause 9.2. of these Rules, the User is an individual, then he/she shall be at least 18 (eighteen) years old to use the Site, including to complete the registration procedure.

**1.3. By continuing to use the Site, the User confirms and guarantees that he/she is 18 (eighteen) years old or older.**

## **2. GRANTING ACCESS TO THE SERVICES**

**2.1.** To use the Site and to gain access to the Services, the User needs to create User’s personal account (hitherto and hereinafter referred to as the “**Personal Account**”) on the Site. The Personal Account allows the User to access the Services, which can be updated and maintained, at Our sole discretion, on an irregular basis.

**2.2.** Registration on the Site will be deemed to be carried out successfully completed, and the Personal Account will be deemed created, and the access to the Personal Account will be deemed provided to the User if the User:

**2.2.1.** Fills the appropriate fields on the registration page of the Site with his/her first name, email address, and, where the User decides to create his/her password (instead of receiving a password generated automatically by Us); and

**2.2.2.** Confirms his/her email by clicking on the appropriate link sent to the email address provided by the User within filling the appropriate fields on the registration page of the Site.

**2.3.** The registration information provided by the User and outlined in subclause 2.2.1. of these Rules, shall be true, accurate, complete and current. We may also request for other additional information. Failure to comply with this requirement is a violation of these Rules, which may lead to the immediate termination of the User’s access to the Service.

**2.4.** The User is responsible for maintaining the confidentiality of the data providing access to their personal account, and for all actions performed when logged into the account. The User agrees that any action taken using their account will be deemed to have been performed by them. The User is required to notify Us immediately about any unauthorized use of their account or any other breach of security.

## **3. TERMS OF USE OF THE SITE**

**3.1.** We allow the User to use the Site and the Services in accordance with these Rules, by accepting which, the User also agrees with all legal documents that regulate its activities, are an integral part of these Rules (e.g., subscription terms, internal policies) and available on the Site, as well as acknowledges the obligation to comply with them.

**3.2.** Services that are rendered by means of Site are a set of tools and functions performed by Kettari to solve the issues related to mutual communication.

**3.3.** Through the Site, Kettari provides the user with the following Services:

**3.3.1.** Registering and accessing to the Personal Account;

**3.3.2.** Portfolio creating by means of depositing IP items (items of copyright, items of neighbouring rights, trademarks, patents, etc.);

**3.3.3.** Mutual communication.

## **4. USER'S RIGHTS & OBLIGATIONS**

### **4.1. The User has the right to:**

**4.1.1.** Use the Site and access the Services in full under these Rules;

**4.1.2.** Inform Us of suspected abuse of the Site or violation of these Rules by the following email: info@kettari.com

**4.1.3.** Receive and unsubscribe from advertising mailings aimed to inform the User of Services, promotions, etc. by sending Us a letter to the following email: info@kettari.com

**4.1.4.** Carry out other actions outlined in these Rules and (or) in any other legally binding instruments available on the Site (e.g., the terms of subscriptions, internal policies, etc.).

### **4.2. The User undertakes:**

**4.2.1.** Not to violate any third-parties' rights, including the rights to the results of intellectual activity;

**4.2.2.** To provide complete, genuine and up-to-date information about yourself, about the deposited results of intellectual activity, and promptly inform Kettari about any changes related to such information.

**4.2.3.** Not to use the Services for illegal and (or) prohibited by these Rules purposes, and (or) for any other purposes not provided in these Rules.

By accepting these Rules, the User agrees not to use the Site and (or) the Services, in particular, for the following purposes (using the Site and (or) the Services in which shall be deemed illegal and (or) prohibited):

**4.2.3.1.** Uploading (downloading) and (or) posting content that does not belong to You;

**4.2.3.2.** Uploading (downloading) and (or) posting content that violates the third-parties' exclusive rights;

**4.2.3.3.** Disrupting the Services, servers, and (or) networks connected to the Services; as well as disrupting the requirements, procedures, policies, and (or) rules of networks connected to the Services;

**4.2.3.4.** Violating, willfully or unintentionally, the applicable law;

**4.2.3.5.** Reproducing, duplicating, copying, selling, reselling, trading, and (or) commercial using the Services, partly or wholly.

**4.2.4.** Not to access the Services by any means other than via the interfaces provided by Kettari. The User is solely responsible for his/her interactions with other Users.

**4.2.5.** Not to assign rights to third parties, wholly or partly, without the prior Our consent.

**4.2.6.** With a reasonable frequency, familiarize yourself with these Rules, as well as with all legally binding documents available on the Site (e.g., tariff, internalpolicies, etc.).

**4.3.** You acknowledge and agree that You – not Kettari! – are solely responsible for all content that You upload (download) or otherwise transmit to the Site. We does not control the content provided by the User, as it does not guarantee the accuracy, integrity or quality of such content.

## **5. INTELLECTUAL PROPERTY**

**5.1.** Our partners and We reserve all exclusive rights to any intellectual property objects created by Our partners or by Us and used on the Site. Our partners and We reserve all rights not expressly granted to You per these Rules and (or) applicable law.

**5.2.** Visual design of the Site, trademarks, logos, and any other Kettari intellectual property items are protected under intellectual property legislation. You are not allowed to duplicate, copy, and (or) reuse, wholly or partly, any Kettari intellectual property items without Our written permission.

## **6. PRIVACY (CONFIDENTIALITY)**

**6.1.** We recognize that the right to privacy is one of the fundamental rights for every person, andwe understand the importance of Your personal data to You. Therefore, We take confidentiality and the security and protection of Your personal data very seriously, as we value the trust You place in Us by sharing Your personal data with Us.

**6.2.** We strive to be as open and transparent as possible with regard to the methods and technologies used by Us for the collection, storage, processing (use) and protection of Your personal data. For this purpose, We have developed a Privacy Policy, the provisions of which are always available for review at the following link: [https://kettari.aetis.ge/files/Privacy\\_Policy.pdf](https://kettari.aetis.ge/files/Privacy_Policy.pdf)

**6.3.** We guarantee You that We will collect, store, process (use) and protect Your personal data only under the provisions of the Privacy Policy.

**6.4.** You guarantee Us, in good faith and timely manner (that is, before using Our Site and the Services), to familiarize yourself with the provisions of Our PrivacyPolicy.

**6.5.** Collecting, storing and processing (using) Your personal data, We are guided, among others, by such fundamental principles of collecting and processing personal data as the principle of lawfulness of processing and data minimization.

The lawfulness of processing principle is that, at any given time, when We process (use) Your personal data, We make sure that We have got at least one legal basis for such processing. Your explicit consent is such a key basis, indeed. However, there are some other grounds for which the processing (use) of Your personal data will be considered lawful.

The data minimization principle is that We do not collect, store and do not process (do notuse) that of Your personal data that We do not need to achieve the purposes stated in Our Privacy Policy.

**6.6.** In this paragraph of these Rules, We give You the main cases in which the processing (use) of Your personal data that will be recognized as lawful even in the absence of Your explicit consent to this.

**6.6.1.** When You just visit Our Site, You already provide Us with Your personal data in theform of separate "Cookies" files, without which, for example, access to Our Site would be technically impossible for You due to the specifics of the functioning of the entire Internet network (such "Cookies" files are called mandatory, and it is technically impossible to disablethem as a user through the settings provided in Your browser).

With regard to other "Cookies" files (which are not technically binding), We guarantee You that their collection, storage and processing (use) will be carried out only if We have Your explicit consent or if We have other legal grounds enabling their processing, and solely under the provisions of Our

## Privacy Policy.

**6.6.2.** When You register on Our Site and (or) use it, You provide Us mainly with Your personal data such as Your first name, e-mail address (e-mail), and (or) password for Your login to Your Personal Account. We use Your personal data to:

**6.6.2.1.** Create Your Personal Account on Our Site;

**6.6.2.2.** Authenticate and (or) identify You when You enter Your Personal Account;

**6.6.2.3.** Enable You to use the Services that are available exclusively to registered Users.

In other words, by registering on Our Site and (or) using it, You are aware of the fact that You provide Us with Your first name, e-mail address (e-mail), and (or) password to enter Your Personal Account, as well as acknowledge and confirm for Us the legality of processing (use) of this kind of personal data (including without obtaining Your consent) by virtue of such a legal basis for their processing as the fulfilment by Us of our contractual obligations to You provided for by these Rules, to provide You with the opportunity to register on our Site (create a Personal Account), enter your Personal Account and provide You with the opportunity to use the Services that are available exclusively to registered users.

If We need to use Your first name, and (or) e-mail address (e-mail), and (or) password to enter your Personal Account for other purposes not related to the above, We guarantee You that such processing (use) will be carried out only with your express consent or if We have other legal grounds that ensure the possibility of their processing, and only under the provisions of Our Privacy Policy.

**6.6.3.** When You use the Services, You provide Us mainly with Your personal data such as last name, first name and middle name, and (or) pseudonym, and (or) birth date, and (or) ID number, Personal ID number, Authority, Issue Date, Validity, address, Bank details (Bank Name, Account, IBAN, SWIFT or Card number, Validity, CVC-code), and (or) deposited items and information of them (name, description and etc.). We use such personal data to:

**6.6.3.1.** Allow You to use the Services in full;

**6.6.3.2.** Enable You to keep track of the list of IP items deposited by You in Your Personal Account and monitor the relevance of the information provided on such items;

**6.6.3.3.** To issue the Certificates of Deposit.

In other words, by using the Services, You are aware of the fact that You provide Us with Your last name, first name and middle name, and (or) your pseudonym, and (or) birth date, and (or) phone number, and (or) ID number, Personal ID number, Authority, Issue Date, Validity, address, Bank details (Bank Name, Account, IBAN, SWIFT or Card number, Validity, CVC-code), and (or) the deposited items and information of them (name, description, etc.), as well as acknowledge and confirm for Us the legality of processing (using) this kind of Your personal data (including without obtaining Your consent) by virtue of such a legal basis for their processing as the fulfilment by Us of Our contractual obligations to You provided for by these Rules, to enable You to use the Services in full.

If We need to use Your last name, first name and middle name, and (or) your pseudonym, and (or) birth date, and (or) phone number, and (or) ID number, Personal ID number, Authority, Issue Date, Validity, and (or) business ID number, address, Bank details (Bank Name, Account, IBAN, SWIFT or Card number, Validity, CVC-code), and (or) the deposited items and information of them (name, description, etc.) for other purposes not related to the above-mentioned purposes, We guarantee You that such processing (use) will be carried out only with Your explicit consent or if We have other legal grounds that ensure the possibility of processing them, and only in accordance with the provisions of Our Privacy Policy.

**6.7.** If, after reviewing Our Privacy Policy:

**6.7.1.** You have got a misunderstanding of its provisions – You can contact Us in any convenient way for You:

<b>DATA PROTECTION OFFICER'S CONTACTS</b>	
<b>Postal address:</b>	Georgia, Tbilisi, Mtatsminda district, Kiacheli street, #2, area #5
<b>Email address:</b>	info@kettari.com
Phone number:	995 32 231 88 88

**6.7.2.** You, partly or wholly, disagree with Our Privacy Policy, as well as You do not wish to provide any of Your personal data, thereby not only expressing Your refusal to provide Us with Your consent to the processing of personal data, but also Your unwillingness for Us to process any of Your personal data on grounds that do not require Your consent – You must leave Our Site without performing any actions on it (including actions to register on the Site, using the Services, etc.).

**6.7.3.** If, after reading Our Privacy Policy, You continue to visit and use Our Site, and (or) to use the Services, based on the principle of good faith, We will have the right to consider such Your actions (and in the absence of any other actions on Your part, indicating the opposite) as Your confirmation of the fact that:

**6.7.3.1.** You have conscientiously and timely (that is, before using Our Site and the Services) familiarized yourself with Our Privacy Policy; and

**6.7.3.2.** All provisions of Our Privacy Policy are clear to You and are not disputed by You in whole or in part; and

**6.7.3.3.** You acknowledge all provisions of Our Privacy Policy to be legally binding for You.

**6.7.4.** By visiting Our Site and accepting these Rules, You understand, acknowledge and confirm that You have read the privacy (confidentiality) provisions outlined in this section, developed under Our Privacy Policy and covering all personal data that You provide to Us in the framework of and for the purposes of the conclusion and execution of these Rules.

## **7. LIABILITY LIMITATION**

**7.1.** Kettari does not guarantee that:

**7.1.1.** The Site and (or) the Services will meet Your expectations or requirements;

**7.1.2.** The Services will be uninterrupted, timely, secure or error-free;

**7.1.3.** The information provided through the Services is accurate, reliable or correct;

**7.1.4.** Any defects or errors will be corrected;

**7.1.5.** The Services will be available anytime or anywhere;

**7.1.6.** The Site and (or) the Services do not contain viruses or other harmful components.

You accept full responsibility and risk of loss as a result of downloading and (or) using files, information, content or other materials obtained through the Services.

**7.2.** You understand and agree that We are not liable to You or to any third party for lost profits, losses associated with the use of the Services, damage to business reputation or data, as well as for any other indirect losses resulting from:

**7.2.1.** The use, disclosure or display of Your content;

**7.2.2.** Your use or inability to use the Service;

**7.2.3.** Any changes, including the cost of tariff plans, suspension or termination of the provision of the Services;

**7.2.4.** Unauthorized access to or modification of Your data;

**7.2.5.** Statements or behavior of any third party on the Site or the Services;

**7.2.6.** Any other interaction with other Users;

**7.2.7.** Any other question regarding the Site or the Services.

**7.3.** Our liability is limited regardless of whether You have been informed of the limitation of liability provided for in clause 8.2. of these Rules. We are not responsible for any failure or delay due to reasons beyond Our reasonable control.

**7.4.** If you have a disagreement with one or more Users, you agree to release Kettari from any claims, claims and damages (actual and indirect) of any kind and nature, known and unknown, arising from or in any way related to such disputes. You agree to indemnify Us from liability, protect Us and safeguard Us from any claims, obligations and expenses, including attorney's fees, arising from your use of the Site and Service, including but not limited to your violation of these Rules, provided that Kettari:

**7.4.1.** Sends you promptly a written notice of a claim, demand, action or legal proceeding,

**7.4.2.** Grants you sole control over the defense and settlement of a claim or litigation (provided that you cannot settle any claim or litigation if the settlement does not unconditionally release Kettari from all obligations),

**7.4.3.** Provides you with all reasonable assistance at Your expense.

## **8. APPLICABLE LAW**

**8.1.** All disputes and disagreements arising in relation to the use of the Site or Service and the application of these Rules will be resolved primarily through negotiations.

**8.2.** These Rules, all of our legally significant notices and any non-contractual obligations that may arise when using our Service/Site will be governed and treated under Georgian law; Kettari and You accept the exclusive jurisdiction of the Georgian courts.

## **9. MISCELLANEOUS**

**9.1.** We have the right to send You information of a technical, advertising and other nature. With regard to promotional mailings, You have the right to unsubscribe from receiving them at any time by informing Us about this by the following email: [info@kettari.com](mailto:info@kettari.com)

**9.2.** Kettari reserves the right, at its sole discretion, to change these Rules at any time. If the changes constitute a significant change, Kettari has the right, but not the obligation, notify You of this by placing an announcement on the Site or send You a message to the email address specified during registration on the Site. What constitutes a material change will be at Our sole discretion. You are responsible for reviewing any such changes. By using any Services, You agree to the amended Rules. When using certain features of the Services, You are subject to any published instructions or rules applicable to such Services.

**9.3.** Your access to the Site and Our Services and use of them may be interrupted from time to time due to equipment malfunction, updating, maintenance or repair of the Site, or for any other reasons under the control or outside the control of Kettari. Kettari reserves the right to suspend or terminate the availability of the Site and (or) any Services at any time at its sole discretion and

without prior notice. Kettari may also impose restrictions on certain functions and Services or restrict Your access, in part or in whole, to the Site and the Services without notice or responsibility.

**9.4.** Nothing in these Rules can be understood as the establishment between the User and Kettari of agency relations, partnership relations, joint activity relations, personal employment relations, independent personal services or any other relations not expressly provided for by these Rules and other legal documents (e.g., tariff plans, internal policies, etc.).

**9.5.** This Terms of Use could be drawn up in another language. Each copies of this Terms of Use equally authentic. The Georgian language version prevails in the event of conflict between other versions.