GARNA USER AGREEMENT

Last updated 13.02.2026

This User Agreement (the “Agreement”) creates a legally binding contract between you and Garna LTD in relation to your use of Garna. The Agreement applies to all users.

Before using Garna, please read this Agreement. Any use of the Garna program by you means full and unconditional acceptance of all the terms of this Agreement.

If you do not agree with any provision of this Agreement, you have no right to use Garna for any purpose.

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1. Definitions

Garna LTD — Garna LTD, a legal entity created and functioning in accordance with the laws of the Republic of Cyprus, registered under the number HE 478114, at Stasikratous, 20, 1st floor, Flat/Office 105, 1065, Nicosia, Cyprus, Copyright Holder of Garna.

Garna is a service owned by Garna LTD, located at https://app.garna.io, and the App published at App Store and Play Market, which is an authentication and identification system.

User means any individual or a legal entity, registered in Garna. Depending on the functionality used, a User may act as (i) a Customer or (ii) a Subcontractor.

Customer is a legal entity or an individual entrepreneur who has registered in Garna as a Customer and has accepted and/or signed a separate agreement with Garna LTD for the provision of services and/or performance of works.

Subcontractor is an individual, an individual entrepreneur, or an individual having another status permitted under applicable law, who has registered in Garna as a Subcontractor and has accepted and/or signed a separate agreement with Garna LTD for the performance of works and/or provision of services. For the avoidance of doubt, a Subcontractor acts as an independent contractor and nothing in these Terms or any agreement with Garna LTD shall be construed as creating an employment relationship or partnership relationship between the Subcontractor and Garna LTD.

Profile is a personal page of a registered User in Garna.

Personal account is a website, access to which is provided by Garna to the Users, through which they add their accounts on social media and (or) other services, manage the Funds, view the profile information and manage it.

Offer means a commercial offer created by a Subcontractor in Garna and addressed to Garna LTD , setting out the terms for performing specific Works/Services (including the name of the Works/Services, the price for each Works/Services item, the performance deadline, the amount of the Garna Service Fee (if applicable), and other material terms). Garna LTD may, at its sole discretion, submit such an Offer to a Customer through Garna for the Customer's subsequent acceptance or rejection via the Garna interface. Offers are created and managed through Garna (via the web version and/or the mobile application, depending on the available functionality).

Profile Funds means monetary amounts reflected in the User's Personal Account within Garna, including (depending on the available functionality): (i) Customer Funds deposited/top-upped for paying for Offers/Works/Services under agreements between Garna LTD and the Customer; and (ii) remuneration amounts payable by Garna LTD to Subcontractors under agreements between Garna LTD and the Subcontractor for completed Works/Services and/or completed and accepted Offers. Remuneration amounts payable by Garna LTD to Subcontractors may be paid out via Payment Systems to the Subcontractor's payment details specified in the Personal Account, subject to this Agreement.

Any internal balance, Profile Funds information or activity report displayed within Garna is provided for informational purposes only. Such information does not constitute a bank account statement, does not represent a payment account, and does not indicate the provision of payment services or the holding or safeguarding of funds by Garna LTD. The information displayed does not confirm the existence of any bank or payment account and may not be used as a financial or accounting reporting document. All data shown reflects internal platform records only and does not represent actual payment transactions.

Safe Deal means an additional functionality of Garna under which the use of Customer Funds within Garna may be restricted or earmarked for the purpose of facilitating payment of the relevant Offer, in accordance with the applicable agreement.

"Garna Service Fee" or "Fee" means a fee payable by the Customer and/or the Subcontractor in accordance with this Agreement and the applicable separate agreements concluded with Garna LTD for using Garna and/or certain features (including the Safe Deal feature, if enabled). The Garna Service Fee applicable to the Customer and/or the Subcontractor is determined in accordance with the Garna Service Fee schedule available in Garna (and/or otherwise communicated to the Customer and/or the Subcontractor) and applies only to Offers (and Offer-related transactions) to which this Agreement applies.

Rate is (commission) expenses of Garna LTD for the purchase (or conversion) of US dollars (or EUR, depending on the functionality available to the User) into another currency requested by the User in order to pay remuneration.

Additional services are the functionality of Garna provided to the User.

Registration a set of actions of the User in accordance, including the provision of Credentials and other information, performed by the User using a special form of the user interface in order to form a User Profile.

Transactions are internal technical operations recorded within Garna for informational and accounting purposes only, which may include reflecting, adjusting or earmarking amounts within the User's Profile Funds, in accordance with the applicable functionality.

Login is an email address that the User chooses independently and specifies when registering with Garna, through which the

User will log in to the Personal Account.

Password is a keyword or a set of characters intended to confirm identity or authority.

Payment Systems means payment systems and/or payment service providers available in Garna that may be used (as applicable) for (i) Customers to make payments to Garna LTD and/or (ii) Garna LTD to make payouts/remuneration to Subcontractors.

Transfer means an internal instruction submitted by a User to Garna LTD to apply an internal reallocation of Profile Funds between Users in accordance with this Agreement.

1. **Warning**

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING, ACCESSING, VIEWING INFORMATION, DOWNLOADING OR UPLOADING CONTENT, OR USING GARNA, YOU

1. ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS OF THIS AGREEMENT, AND YOU UNDERSTAND THAT IF YOU INTEND TO USE GARNA AS AN INDIVIDUAL, GARNA IS INTENDED FOR INDIVIDUALS WHO HAVE REACHED 18 YEARS OF AGE, OR SUCH OTHER AGE AT WHICH FULL LEGAL CAPACITY IS ACQUIRED UNDER THE LAWS APPLICABLE TO YOU. INDIVIDUALS AGED 16 TO 18 MAY ACCESS AND USE GARNA ONLY WITH THE EXPLICIT CONSENT OF A PARENT OR LEGAL GUARDIAN, WHERE SUCH USE IS PERMITTED UNDER APPLICABLE LAW. INDIVIDUALS UNDER 16 MAY NOT REGISTER FOR OR USE GARNA.

BY ACCESSING OR USING GARNA, YOU REPRESENT AND WARRANT THAT YOU MEET THE APPLICABLE AGE REQUIREMENTS AND, WHERE REQUIRED, HAVE OBTAINED VALID, INFORMED, AND EXPLICIT CONSENT FROM YOUR PARENT OR LEGAL GUARDIAN, WHICH HAS BEEN OBTAINED IN COMPLIANCE WITH APPLICABLE LAW AND MAY BE VERIFIED BY GARNA LTD UPON REQUEST.

GARNA LTD RESERVES THE RIGHT TO SUSPEND, RESTRICT, OR TERMINATE ACCESS TO GARNA IF THESE REQUIREMENTS ARE NOT MET OR IF ANY OF THE ABOVE REPRESENTATIONS PROVE TO BE INACCURATE.

1. AGREE THAT IF YOU REGISTER FOR OR OTHERWISE CREATE A PERSONAL ACCOUNT ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER LEGAL ENTITY (COLLECTIVELY, THE “COMPANY”), YOU REPRESENT AND WARRANT THAT (I) YOU HAVE THE FULL AUTHORITY TO BIND THE COMPANY TO THESE TERMS, AND (II) THE COMPANY IS LEGALLY AND FINANCIALLY RESPONSIBLE FOR YOUR ACCESS TO AND USE OF GARNA, AS WELL AS FOR THE USE OF GARNA BY ANY PERSON TO WHOM YOU PROVIDE ACCESS.

YOU MAY GRANT ACCESS TO YOUR PERSONAL ACCOUNT TO THIRD PARTIES (INCLUDING EMPLOYEES, AGENTS, OR CONTRACTORS) FOR THE PURPOSE OF JOINTLY MANAGING THE PERSONAL ACCOUNT. IN SUCH CASES, YOU REPRESENT AND WARRANT THAT EACH PERSON TO WHOM YOU GRANT ACCESS IS DULY AUTHORIZED BY THE COMPANY TO ACT ON ITS BEHALF. YOU ARE SOLELY RESPONSIBLE FOR MANAGING, SUPERVISING, AND REVOKING SUCH ACCESS, AND FOR ALL ACTIONS TAKEN THROUGH YOUR PERSONAL ACCOUNT BY THOSE PERSONS, WHETHER AUTHORIZED OR UNAUTHORIZED.

YOU AND THE COMPANY ARE RESPONSIBLE FOR ENSURING THAT ALL AUTHORIZED PERSONS TAKE APPROPRIATE MEASURES TO SECURE AND SAFEGUARD LOGIN CREDENTIALS AND ACCOUNT ACCESS DATA. IN THE EVENT OF LOSS, UNAUTHORIZED DISCLOSURE, OR COMPROMISE OF SUCH INFORMATION, YOU AND THE COMPANY SHALL BE FULLY LIABLE FOR ANY CONSEQUENCES, ACTIONS, LOSSES, OR TRANSACTIONS MADE THROUGH THE ACCOUNT.

THE GARNA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, WITHDRAWAL OF FUNDS, OR OTHER ACTIONS ARISING FROM OR RELATED TO THE USE OF YOUR PERSONAL ACCOUNT BY ANY PERSON TO WHOM YOU HAVE GRANTED ACCESS. YOU AND THE COMPANY REMAIN FULLY LIABLE FOR ALL SUCH ACTIONS, INCLUDING ANY OPERATIONS WITH PROFILE FUNDS OR TRANSACTIONS, AND YOU AGREE TO INDEMNIFY AND HOLD GARNA LTD HARMLESS FROM ANY CLAIMS, LIABILITIES, OR DAMAGES RESULTING THEREFROM.

IF, IN ACCORDANCE WITH THE LEGISLATION OF YOUR COUNTRY, YOU ARE PROHIBITED FROM USING GARNA, OR PARTS THEREOF, OR IF THERE ARE OTHER LEGAL RESTRICTIONS, YOU DO NOT HAVE THE RIGHT TO USE GARNA. IN THIS CASE, YOU WILL BE SOLELY RESPONSIBLE FOR THE USE OF GARNA OR ON THIS PART TERRITORY OF YOUR STATE IN VIOLATION OF APPLICABLE LAW.

FOR THE PURPOSES OF GARNA, A USER MAY ACT AS A CUSTOMER AND/OR A SUBCONTRACTOR DEPENDING ON THE FUNCTIONALITY USED. BY USING GARNA, YOU ACKNOWLEDGE THAT ACTIONS PERFORMED IN GARNA (INCLUDING CREATING OR ACCEPTING OFFERS, SUBMITTING RESULTS, AND INITIATING PAYMENT-RELATED ACTIONS (AS APPLICABLE)) MAY CONSTITUTE LEGALLY SIGNIFICANT ACTIONS AND MAY CREATE BINDING OBLIGATIONS UNDER THIS AGREEMENT AND/OR APPLICABLE SEPARATE AGREEMENTS WITH GARNA LTD.

PAYMENT FLOW NOTICE. CUSTOMERS PAY GARNA LTD FOR OFFERS/WORKS/SERVICES. ANY PAYMENT OF REMUNERATION TO A SUBCONTRACTOR IS MADE BY GARNA LTD ONLY AFTER THE RELEVANT PAYMENT FROM THE CUSTOMER IS RECEIVED BY GARNA LTD AND SUBJECT TO APPLICABLE VERIFICATION/KYC AND COMPLIANCE REQUIREMENTS. GARNA DOES NOT GUARANTEE THAT A SUBCONTRACTOR WILL BE PAID UNLESS AND UNTIL THE CUSTOMER HAS PAID GARNA LTD , EXCEPT WHERE OTHERWISE EXPRESSLY AGREED IN WRITING.IF YOU ACT ON BEHALF OF A COMPANY, YOU ARE RESPONSIBLE FOR ENSURING THAT ONLY DULY AUTHORIZED PERSONS (INCLUDING ADMINISTRATORS, EMPLOYEES, AGENTS OR CONTRACTORS) HAVE ACCESS TO THE COMPANY'S PERSONAL ACCOUNT AND THAT THEY ACT STRICTLY WITHIN THEIR AUTHORITY. YOU REMAIN FULLY RESPONSIBLE FOR ALL ACTIONS PERFORMED THROUGH THE PERSONAL ACCOUNT.

SAFE DEAL NOTICE. IF SAFE DEAL IS ENABLED, CUSTOMER FUNDS MAY BE RESERVED OR EARMARKED WITHIN GARNA FOR THE PURPOSE OF FACILITATING SETTLEMENT PURPOSES. GARNA AND GARNA LTD DO NOT PROVIDE BANKING, ESCROW, OR DEPOSIT SERVICES, AND BALANCES DISPLAYED IN GARNA DO NOT CONSTITUTE A BANK ACCOUNT AND DO NOT ACT AS A PAYMENT SERVICE PROVIDER.

1. **General provisions**
2. This Agreement is a legally binding agreement between the User and Garna LTD governing your access and use of Garna.
3. To use Garna, the User must unconditionally (in full, without exceptions and/or additions) accept the terms of the Agreement. Starting to use Garna, the User is considered to have accepted the terms of the Agreement in full, without reservations or exceptions.
4. The collection and use of personal data carried out by Garna LTD in connection with your access and use of Garna is described in the Privacy Policy located at https://app.garna.io/api/privacy?lang=en.
5. Garna is a service that provides with:

For Users:

• the ability to create a single account for authentication on a variety of online resources, including using single sign-on technology, when using which the User moves from one section of the portal to another without re-authentication;

• the ability to access Garna LTD services;

• the ability to access the services of Garna LTD partners by logging in to Garna.

For Customers:

• accept or reject Offers submitted via Garna;

• accept other workflows available in Garna;

• review the results of completed Offers and accept or reject them (including via the approval/acceptance functionality available in Garna);

• pay Garna LTD for Offers/Works/Services (subject to the applicable separate agreements).

For Subcontractors:

• create and manage Offers in Garna;

• track Offers statuses;

• receive remuneration from Garna LTDthrough Garna (subject to the applicable separate agreements).

1. The Agreement may be amended by Garna LTD unilaterally. The new version of the Agreement shall enter into force from the moment it is posted on the Internet at the address specified in this paragraph (or the address referred to by the Agreement) unless otherwise provided by the new version of the Agreement.
2. If Garna LTD has made any changes to the Agreement and/or documents referred to by the Agreement, to which the User does not agree, they are obliged to stop using Garna. In any case, the User performing actions aimed at using Garna after the entry into force of the new version of the Agreement is a confirmation of the User's consent to the new version of the Agreement.
3. The User confirms that they have the legal authority to accept the Agreement. If the User is an individual, they further confirm that they have reached the age at which they may legally enter into binding agreements in accordance with applicable law, or, if under such age, that they have obtained all necessary parental or legal guardian consents.

1. **User Registration**
2. To access Garna the User fills out the registration form: goes through the registration procedure by creating a Personal Account. Depending on the available functionality, the User may register as a Customer and/or as a Subcontractor. Certain features (including creating or accepting Offers) may be available only after the User accepts and/or signs the applicable separate agreement(s) with Garna LTD and completes the required verification/KYC checks (if applicable). All Garna LTD messages, including the first notification message about the completion of the registration procedure, are sent to the User at the email address that he specified in the "Login" field when registering his Personal Account. The login is unique and cannot be changed in the future.
3. If the use of additional Garna features offered by Garna LTD e in Garna service requires an additional Application and (or) clarification of User data, and (or) addition of User data, then such additional features are provided to the User only after Garna LTD receives such an application.
4. After registration, the User provides accurate and up-to-date Personal Data and payment details required for (i) making payments in Garna (if the User acts as a Customer) and/or (ii) receiving payouts/remuneration in Garna (if the User acts as a Subcontractor), as well as any information required for verification/KYC procedures (if applicable)..
5. Garna LTD does not allow withdrawals to the following regions:

Crimea;

Cuba;

the so-called Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR); Iran;

North Korea;

Syria.

Registration for Users from the above regions is prohibited. In the case of using a VPN, Garna LTD is not responsible for any Transactions and payment of Funds.

The User may not access or use the Service if the User is located in a jurisdiction identified by the Financial Action Task Force (FATF) as a “High-Risk Jurisdiction subject to a Call for Action” or subject to a comprehensive embargo or financial sanctions imposed by the UN Security Council, the European Union, HM Treasury (UK), or the United States (a “Sanctioned Country”), or if the User is listed on, or controlled by a person listed on, any sanctions/restricted-party list maintained by the EU, HM Treasury (UK), the U.S. Department of the Treasury (OFAC), the U.S. Department of Commerce, or another applicable authority (a “Sanctioned Person”). Registration of a Sanctioned Person or of a person from a Sanctioned Country is prohibited.

Compliance with this clause shall be determined based on the most recent and publicly available versions of the relevant FATF, UN, EU, UK, and U.S. sanctions lists.

1. Registration and authorization via social networks are also available to the User. When choosing this method, the login to Garna will be carried out using the login and password of the corresponding social network. The User agrees to receive, store and process Garna LTD 's personal data from such networks.

1. **Using Garna**
2. To use Garna, the User:
3. Undergoes the procedure of registering a Personal account.
4. In order to resolve disagreements or obtain advice regarding the Services provided by Garna LTD, contact the Information and Technical Support Service using the means of communication and contact information specified in clause

13.2 of this Agreement.

1. The User undertakes to:
2. comply with the terms of this Agreement.
3. independently (personally) look through the terms of this Agreement, as well as monitor all changes and (or) additions to it. The User confirms their understanding of all the provisions of the Agreement If any term of the Agreement is not clear to the User, the User is obliged to request clarification of the terms of this Agreement from the responsible Garna LTD personnel (hello@garna.io) in the technical and information support service before accepting the Agreement.
4. independently bear the risks of possible adverse consequences for them in case of loss and (or) disclosure of his Password by the User.
5. upon request, provide Garna LTD with all necessary information and documents, including personal data and information required for verification and KYC procedures.
6. update their personal information in the Personal Account in a timely manner upon any changes thereto.
7. Restriction of User rights
8. It is expressly prohibited for the User to decompile, disassemble, and otherwise study the source code of Garna.
9. It is expressly prohibited for the User to sell, rent, lease for temporary use, or use Garna in any other way and in a manner other than the method of use stipulated in this Agreement.
10. It is expressly prohibited for the User to modify Garna.
11. It is strictly prohibited for the User to disclose, share, transfer, or otherwise make the User Name and/or Password for the Personal Account accessible to any third party. The User must take all necessary and reasonable measures to protect the security and confidentiality of their login credentials and account access data. Any loss, unauthorized disclosure, compromise, or use of such credentials, whether by the User or any third party, shall be the sole responsibility of the User, and Garna shall not be liable for any resulting damages, losses, or transactions.
12. By agreeing to the terms of this Agreement and accepting the terms of this Agreement, the User hereby assures Garna LTD and guarantees Garna LTD that:
13. The User complies with and will comply with all applicable laws, legislative acts, orders, and regulations and all relevant data privacy and security laws when performing the actions specified in this Agreement;
14. The User provided reliable personal and payment data when registering with Garna.
15. Along with providing access to Garna to User, Garna LTD reserves the requested up-to-date information from, and blocks access to the Garna and its services for the User until the User provides such information.
16. deny any User access to Garna and block access to the User's Personal Account in the following cases:
17. if the authentication and (or) authorization of the User has not been carried out, or Garna LTD has reason to believe that the authentication and (or) authorization of the User has been carried out with violations;
18. if there are technical problems with Garna LTD;
19. if the User's actions violate this Agreement;
20. if the User's actions cause property damage or damage to Garna LTD business reputation:
21. if Garna LTD has detected Personal Account activity related to money laundering or terrorist financing;
22. violation by the User of applicable AML/CFT laws and regulations;
23. the User’s Personal Account and actions related thereto have become the subject of a criminal investigation;
24. The Personal Account is used by persons subject to UN, EU, or US sanctions or other sanctions in force in jurisdictions where Garna LTD conducts its business.
25. make changes to the terms of the Agreement at any time and wholly at its sole discretion.
26. suspend the operation of Garna or hardware upon detection of malfunctions, errors, and failures, as well as for the purpose of preventive maintenance and prevention of unauthorized access at any time at its sole discretion and (or) during the occurrence of such a need for an unlimited time.
27. use the services of Third Parties to fulfill their obligations under this Agreement, without incurring liability to the User

using such services.

28. disclose information about the User only in accordance with the legislation of the country of registration of Garna LTD.
29. expand, modify, shorten, edit and refine the functionality of Garna service.
30. Withhold or set-off (i) the Subcontractor's remuneration and/or (ii) Customer Funds (including Reserved Funds, if applicable), in the event of:
31. if the User owes Garna LTD any amounts - to the extent that the User owes such amounts in accordance with the Agreement and/or applicable separate agreements;
32. Violations of the terms of the Agreement.
33. Garna LTD communicates the legally binding messages related to User and Garna's service and (or) modification (addition) on garna.io. The User is individually responsible for checking these updates.
34. Garna LTD does not use the User's personal and payment data obtained during registration for any selfish purposes and guarantees non-disclosure of this data, except in cases where disclosure of such information is Garna LTD responsibility by virtue of the legislation of the country of registration of Garna LTD .
35. If Garna LTD has reason to believe that any suspicious activity is taking place in the Personal account (for example, complaints from third parties about any suspicious activity) or any suspicious. Transactions are carried out or planned to be carried out by the User, Garna LTD may, at its sole discretion: refuse to provide access to the Garna; request additional information confirming the legality of the Transaction, such as additional KYC verification, confirmation of the source of origin of funds, and/or completion of a photo or video verification, etc.; block the User's access to their Personal account; terminate the Agreement without giving prior notice to the User.
36. Garna LTD will not provide services to Users who are citizens/residents/entities of countries blacklisted by the FATF, Sanctioned Persons, and other persons specified herein.
37. By entering into this Agreement, the User confirms the legality of the source of origin of Funds and the possession of funds on legal grounds.

1. **Payments**
2. After registration, the User can view and track Profile Funds in the Personal Account. Depending on the User's role and the available functionality, Profile Funds may include (i) Customer Funds deposited/top-upped for payment of Offers/Works/Services to Garna LTD and/or (ii) remuneration amounts payable by Garna LTD to the Subcontractor for completed and accepted Offers/Works/Services. Specifying payment details of third parties is prohibited and constitutes a violation of this Agreement.
3. For the purposes of funds payment (including, where available, for Customers to make payments to Garna LTD and for Subcontractors to receive payouts), the User uses one of the proposed Payment Systems. The User confirms that they are familiar with the rules of use of the Payment System chosen by them. The rules for using the Payment System are posted on the official web pages of the corresponding Payment System.
4. When using Payment Systems, the User agrees to all the terms and conditions of the relevant systems accessible in Garna.
5. All expenses related to bank transfer (bank fees for transfer, conversion, etc.), as well as expenses incurred by Garna LTD as a result of making a transfer using electronic payment systems, fees, taxes are deducted from (i) Customer Funds (for Customers) and/or (ii) Subcontractor remuneration (for Subcontractors), as applicable. All taxes established by the legislation of User registration are paid by the User in the state of his registration independently. Information about the commissions of banks and Payment systems, which can be deducted from (i) Customer Funds (for Customers) and/or (ii) Subcontractor remuneration, is reflected in Garna when choosing a particular Payment System or another method of payment.
6. Garna LTD has the right to withhold/deduct the applicable Garna Service Fee and/or charges for Additional Services (including Safe Deal, if enabled) in the amount and in the manner determined by this Agreement and/or the applicable separate agreements.
7. The User's Profile Funds are credited and displayed in Garna in US dollars (or EUR, depending on the functionality available to the User).
8. The Subcontractor has the right to request payment of remuneration in another currency or in another way, taking into account the functionality of Garna. Payments in currencies other than US dollars (or EUR, depending on the functionality available to the Subcontractor) available in Garna are made at Rate, which is brought to the attention of the Subcontractor at the time of choosing the appropriate method or currency. The Subcontractor agrees that the Rate is set by Garna LTD independently.
9. The payment of remuneration to the Subcontractor is made by clicking the button in the Personal Account called "Withdraw" within 10 (ten) banking days.
10. For security and compliance purposes, Garna LTD may require the User to complete verification/KYC in Garna before processing any pay-ins and/or payouts and/or enabling certain payment-related features.
11. The User agrees that payouts to the Subcontractor and/or other payment-related operations may be performed by payment providers engaged by Garna LTD (Payment Providers).

1. **OFFERS**

7.1. Scope and Availability of Functionality

7.1.1. This Section applies only to Users for whom the “Offers” functionality is enabled in Garna, and governs the creation, submission, acceptance and management of Offers in Garna, including the procedure for performance of Works/Services, acceptance of the result by the Customer, payment by the Customer to Garna LTD, and payment of remuneration by Garna LTD to the Subcontractor.

For the avoidance of doubt, this Section applies only in connection with, and to the extent necessary for, the performance and settlement of each particular Offer, and does not regulate the Parties’ relationship outside such Offer.

7.1.2. Garna LTD may, at its sole discretion, enable, restrict, suspend or disable the “Offers” functionality for specific Users.

7.1.3. In the event of any conflict between this Section and the applicable separate agreements entered into with Garna LTD , the terms of such separate agreements shall prevail, unless expressly stated otherwise.

7.2. Creation of an Offer by a Subcontractor

7.2.1. The Subcontractor may create an Offer in Garna through the relevant interface (the “Create Offer” button) by completing the mandatory fields.

7.2.2. The Offer is formed based on the data entered by the Subcontractor in the Garna interface and includes, unless otherwise stated in Garna: (i) description of the Works/Services, (ii) price, (iii) deadline for performance of works/rendering of services, as well as other data available in Garna.

7.2.3. By creating an Offer, the Subcontractor confirms that the information specified in the Offer is accurate, complete and up to date.

7.3. Submission of an Offer to the Customer and Acceptance/Non-Acceptance

7.3.1. Offers created by the Subcontractor may be sent to any Customer. In order to accept an Offer, the Customer must be registered in Garna and accept the terms of this Agreement (Terms), as well as the applicable terms of separate agreements and/or other related documents available to the Customer in the Garna interface.

7.3.2. If the Customer is interested in the Works/Services on the terms of the Offer, the Customer may accept the Offer or ignore it.

7.3.3. If the Offer is not accepted by the Customer, such Offer by itself does not create any obligations for the Customer, Garna LTD or the Subcontractor, unless otherwise expressly agreed by the parties in writing.

7.3.4. From the moment the Offer is accepted (the “Accept Offer” button), the Offer is deemed accepted by the Customer and becomes the basis for performance of the Works/Services, their acceptance and payment in accordance with this Section and the applicable separate agreements with Garna LTD .

7.4. Performance of the Offer and Delivery of Results

7.4.1. The Works/Services under the Offer must be performed/rendered no later than the date of completion of services/works specified in the Offer (unless a different procedure is provided by the Offer and/or a separate agreement with Garna LTD). The services/works may be performed earlier.

7.4.2. The results of the Works/Services are delivered via the Internet.

7.4.3. Garna LTD may suspend the performance of an Offer and/or access to the functionality related to acceptance and/or settlements if this is required to prevent fraud or for other material reasons at Garna LTD ’s discretion.

7.5. Acceptance of Results by the Customer

7.5.1. The Customer must review the results of the performed Works/rendered Services and, within 15 (fifteen) calendar days from the date when the date of completion of services/works specified in the Offer occurs:

- accept the performed Works/rendered Services under the Offer and make payment; or
- send the result for rework/remedy of deficiencies with a description of comments; or
- initiate a dispute/claim and provide the grounds for the claim.

- 7.5.2. If the Customer sends the result for rework, the deficiencies must be remedied within a reasonable time.
- 7.5.3. Invoice payment. Payment by the Customer of an invoice issued under an Offer constitutes full and unconditional acceptance of the performed Works/rendered Services and their result without any comments, claims or requests for rework.
- 7.5.4. If the Customer has not taken the actions specified in clause 7.5.1 (has not accepted the result, has not sent it for rework and has not initiated a dispute/claim) within the 15-day period, the result shall be deemed fully accepted by the Customer automatically on the sixteenth (16th) calendar day after the expiry of the period specified in clause 7.5.1, and the Offer shall be payable.

7.5.5. The deemed acceptance provisions shall not apply and/or may be suspended by Garna LTD if:

7.5.5.1. a dispute/claim is initiated (pursuant to clause 7.5.1); and/or

7.5.5.2. Garna LTD reasonably suspends the process for compliance reasons, suspicion of fraud, or other material risks; and/or

7.5.5.3. suspension is required by applicable law, a request of a competent authority or other mandatory requirements.

7.6. Non-claim Period

7.6.1. If, upon expiry of 3 (three) years from the date the Offer was accepted by the Customer, payment under such Offer has not been made by the Customer to Garna LTD, and during such three-year period none of the Customer, the Subcontractor or Garna LTD has raised claims and/or demands related to payment and/or the quality of the performed Works/rendered Services under such Offer, it shall be deemed that: (i) the Subcontractor has no claims against Garna LTD and/or the Customer regarding payment of remuneration under such Offer, and (ii) the Customer has no claims against the Subcontractor and/or Garna LTD regarding the quality of the performed Works/rendered Services under such Offer.

7.7. Customer Payment to Garna LTD

7.7.1. Unless otherwise provided by an applicable separate agreement with Garna LTD , the Customer must pay Garna LTD for the accepted Offer within 30 (thirty) calendar days from the date of acceptance of the result under the Offer, including deemed acceptance under clause 7.5.4.

7.7.2. If the Customer has a sufficient balance of funds in Garna, Garna LTD may apply the amount payable using the Customer's available Profile Funds.

7.7.3. In case the Customer fails to pay within the specified period, Garna LTD may apply measures available through Garna functionality and/or separate agreements, including restricting access to certain functions, suspending acceptance of new Offers and/or other measures permitted by applicable law. This subclause does not apply if the Safe Deal service is enabled for the Customer.

7.8. Payment of Remuneration to the Subcontractor

7.8.1. Payment of remuneration to the Subcontractor is made by Garna LTD only after Garna LTD has received the relevant payment from the Customer under the Offer, including through the application of available internal mechanisms related to Customer Funds and/or amounts earmarked as Reserved Funds (if applicable) and subject to compliance with applicable verification/KYC and compliance requirements.

7.8.2. For the avoidance of doubt: Garna does not guarantee that the Subcontractor will be paid until the Customer has paid Garna LTD , unless otherwise expressly agreed by the parties in writing.

7.9. Safe Deal

7.9.1. The Safe Deal functionality is enabled automatically upon the Customer's acceptance of an Offer provided that the Customer has sufficient funds Profile Funds available in Garna.

7.9.2. If the Safe Deal functionality is activated, the use of the Customer's Profile Funds is restricted or earmarked in Garna for the purpose of facilitating payment for the relevant Offer in accordance with the procedure provided by Garna and/or separate agreements.

7.9.3. Reserved funds may be applied exclusively in connection with the relevant Offer in respect of which such funds were reserved, unless otherwise provided by Garna functionality and/or separate agreements.

7.10. Garna Service Fee

7.10.1. The price of an Offer may include the Garna Service Fee payable by the Customer and/or the Subcontractor.Garna Service Fee may be applied upon creation of an Offer and/or at the time remuneration becomes payable to the Subcontractor

7.10.2. The Customer and the Subcontractor pay the Garna Service Fee independently and/or fully authorize Garna to deduct the Garna Service Fee from the amounts reflected in their Garna Personal Account; the allocation of the Garna Service Fee between them is determined in accordance with the information specified in the Offer. If applicable, the Subcontractor fully acknowledges that the obligation to pay the Garna Service Fee is fulfilled by Garna deducting such Garna Service Fee at the time remuneration is paid to the Subcontractor.

1. **Rules for making Transfers**
2. This section defines the conditions for making Transfers when using Garna service (as may be applicable to the users depending on the functionality of Garna). Transfers are not a payment method for Offers, Works/Services or any other settlements between a Customer and Garna LTD.
3. Garna LTD provides Users with the ability to make Transfers if the User meets all of the following conditions:
4. The User sending the Transfer and the User becoming the Transfer are individuals;
5. The User sending the Transfer and the User becoming the Transfer have passed the verification process;
6. The User sending the Transfer and the User becoming the Transfer have activated two-step authentication.

Further, in this section (Section 8 of the Agreement), Users will be understood only as Users who meet the conditions specified in paragraphs 8.2.1 – 8.2.3 of the Agreement.

1. The User has the right to make Transfers only to users who comply with clause 8.2.1 – 8.2.3 of the Agreement. If the User complies with clause 8.2.1 and does not comply with clause 8.2.2. and (or) 8.2.3, they have the right to provide information and perform actions necessary to comply with clause 8.2.2. and (or) 8.2.3.
2. To make a Transfer, the User must:
3. Click on the "Transfer" button located near the Profile Funds in Garna;
4. Enter the ID of the user to whom he wants to make a Transfer;
5. Specify the Transfer amount;
6. Pass additional authentication.
7. To make a Transfer, the User is obliged to perform the actions specified in clause 8.4 of the Agreement in the order (sequence) specified in clause 8.4 of the Agreement. The User can also generate a link for Transfer, and send it to another user who needs to make the Transfer.
8. The User agrees that Garna LTD is not responsible for the amount of the Transfer, the User's mistakes when performing the actions specified in clause 8.4 of the Agreement.
9. The User agrees that Garna LTD does not cancel the Transfer (refund of funds transferred by the User), regardless of the reasons for the erroneous (incorrect) transfer, as well as the reasons why the User expressed a desire to cancel the Transfer when it is already processed.
10. In addition to what is specified in this section, the User has the right to request a Transfer to any other User if such User provides confirmation of the rights to the Transfer amount of another User.
11. Garna LTD is not responsible to Users for confirming with Banks and Tax authorities the purpose of the payment and other issues on the User's side related to the payment of the Profile Funds. This entails that the User bears these responsibilities, as well as the User is obliged to cooperate with Garna LTD (to provide documents and/ or information) for making transfers through Payment Systems as requested by Garna LTD .
12. The User acknowledges that the Transfer is a User's order to Garna LTD to fulfill a monetary obligation (due by Garna LTD to the transferring User) to a third party (another User).

1. **Assurances and Guarantees**
2. By agreeing to the terms of the Agreement, the User assures Garna LTD and guarantees that:
3. the User will not engage in illegal or fraudulent activities;
4. the User has all the rights and entitlements to accept the Agreement;
5. the User complies and will comply with the applicable laws;
6. the User specified reliable personal and payment data at registration;
7. the User voluntarily accepts the terms of the Agreement in full.
8. the User will not use Garna for any unlawful, fraudulent, or abusive purposes;
9. the User has full legal capacity and all necessary rights, permissions, and authority to enter into this Agreement and to perform legally significant actions in Garna, including on behalf of a legal entity, where applicable;
10. the User is not a Sanctioned Person and is not acting for the benefit of, or under the control of, a Sanctioned Person, and is not located in, incorporated in, or operating from a Sanctioned Country (as defined in this Agreement), and will

promptly notify Garna LTD if this status changes;

11. the User will provide true, accurate, complete, and up-to-date information (including KYC/verification data) and will promptly update such information when it changes;
12. the User's funds and transactions are of lawful origin, and the User will comply with applicable AML/CFT and sanctions laws and requirements;
13. where the User acts as a Subcontractor, the User has the necessary rights and permissions to provide the Works/Services and to deliver the results, and such results will not infringe third-party rights;
14. Garna is provided "as is" and Garna LTD makes no warranties or representations. Garna does not guarantee that any Offer will be accepted, that any Works/Services will meet a particular purpose of the User, or that any payments will be made, except as expressly provided in this Agreement and/or applicable separate agreements with Garna LTD .
15. In particular, Garna LTD does not guarantee that:

- the use of Garna will meet the needs of the User,
- the use of Garna will be uninterrupted, timely, secure, or error-free,
- any information obtained by the User as a result of using Garna will be accurate or reliable, and
- defects in operation or functionality of any software provided to the User within Garna will be corrected.

Garna is not subject to terms, warranties, or other terms (including any implied terms of satisfactory quality, suitability for the intended use, or matching the description) unless expressly set forth in the Agreement.

1. **Technical support**
2. Garna LTD provides free technical and informational support by email specified in Garna, or through other available functionalities within Garna at the appropriate time. The User can send his request via the form in Garna. Garna LTD will make every effort to provide a qualified and effective response to every User request.
3. Technical support email address: hello@garna.io.

1. **License**
2. By installing Garna on your mobile device or using Garna in any way (including web), the User expresses his full and unconditional consent to all the terms of this Agreement.
3. Access to Garna may be provided free of charge; however, certain features and/or operations in Garna may be subject to Garna Service Fee and/or other charges in accordance with this Agreement, the applicable separate agreements with Garna LTD, and the fee schedule available in Garna (and/or otherwise communicated to the User).
4. Garna contains copyrighted materials, trademarks and other legally protected materials, including, but not limited to: texts, photos, graphic images.
5. Garna LTD grants the User, and the User accepts, a personal (or, if the User acts on behalf of an entity, internal corporate), non-exclusive, limited, revocable, non-transferable license to use Garna solely for the User's internal business and/or professional purposes and only for its direct functional purpose under this Agreement, without the right to sublicense, sell, lease, assign or otherwise transfer Garna or any rights to it to any third party. Garna LTD grants the User the right to use Garna in the following ways:
6. To use Garna for its direct functional purpose, in order to install (reproduce) it on the User's mobile device(s) and/ or to use it through the web. The User has the right to install Garna on an unlimited number of mobile devices owned by the User.
7. To share information about Garna (including by referring other persons to Garna and its official download/access channels) provided that such actions do not imply any transfer of rights to Garna or any distribution of Garna outside official channels.
8. Garna LTD is not obliged to provide support, maintenance, updates, modifications and new versions of Garna. Garna LTD may from time-to-time issue updates for Garna and automatically, by electronic communication, update its version installed on the User's mobile device. By accepting this Agreement, the User agrees to such automatic updates, and also accepts that the terms and conditions of this Agreement will be valid for these updates.
9. The right to use Garna after User registration is non-transferable. The User is fully responsible for the actions of transferring Garna by third parties, as well as for the damage caused to Garna and/or Garna LTD caused by third parties as a result of such transfer.
10. Garna is provided without quality assurance, does not imply any guarantees, express or implied. Garna LTD does not guarantee that Garna will meet the User's requirements, as well as that its operation will be uninterrupted and error-free. Garna LTD is not responsible for the accuracy, completeness, applicability or reliability of the results obtained during the use of Garna or any data and information downloaded or otherwise obtained through the use of Garna. The User assumes the responsibility to upload, otherwise receive information through Garna at his own risk and at his own discretion, while no claims can be made against Garna LTD regarding damage received by the User or in relation to the

User's property.

11. The use of Garna by the User is possible only if there is access to the Internet. The user independently receives and pays for such access on the terms and at the rates of their telecom operator or Internet access provider.
12. The provisions specified in this section apply equally to the web and mobile versions of Garna, which the User can install on his device through third-party services Appstore or Google Play.

1. **Liability**
2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:
3. IN ANY CASE, GARNA LTD IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS OR LOSS OF DATA, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE) OR ON OTHER GROUNDS THAT ARISE AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE Garna, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES CAUSED BY OR ARISING FROM THE USE BY THE USER OF ANY INFORMATION RECEIVED FROM GARNA LTD, OR ARISING FROM ERRORS, ACTS OF INACTION, DELAYS, DELETION OF FILES OR EMAILS, ERRORS, DEFICIENCIES, VIRUSES, DELAYS IN FUNCTIONING OR TRANSMISSION OR DETERIORATION OF CHARACTERISTICS, REGARDLESS OF WHETHER THEY ARE CAUSED BY NATURAL DISASTERS, FAILURE OF COMMUNICATION SYSTEMS, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO DOCUMENTS, PROGRAMS OR GARNA LTD SERVICES; AND

1. IN ANY CASE, THE TOTAL LIABILITY OF GARNA LTD UNDER THE AGREEMENT, WARRANTY, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE EXPRESSED IN ACTION OR OMISSION, OR IMPUTED NEGLIGENCE), UNCONDITIONAL LIABILITY OR OTHER LIABILITY THAT ARISES AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE Garna, DOES NOT EXCEED THE AMOUNT OF US$100 IN THE AGGREGATE.

1. LIMITATION OF CLAIMS. THE USER AGREES THAT ANY CLAIM, CAUSE OF ACTION OR DEMAND ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE USE OF GARNA (INCLUDING ACCESS TO FEATURES, OFFERS, ACCEPTANCE, SETTLEMENTS, WITHDRAWALS AND OTHER OPERATIONS) MUST BE BROUGHT WITHIN 1 (ONE) YEAR FROM THE DATE SUCH CLAIM OR CAUSE OF ACTION AROSE; OTHERWISE, SUCH CLAIM SHALL BE PERMANENTLY TIME-BARRED. THIS PROVISION SHALL SURVIVE THE USER’S DISCONTINUATION OF THE USE OF GARNA AND/OR TERMINATION OF THIS AGREEMENT.

1. WITHOUT LIMITING THE FOREGOING, GARNA LTD AND GARNA DO NOT BEAR ANY RESPONSIBILITY FOR (I) THE QUALITY, SCOPE, TIMELINESS OR RESULTS OF ANY WORKS/SERVICES PERFORMED BY USERS, (II) ANY DISPUTES BETWEEN CUSTOMERS AND SUBCONTRACTORS, (III) A CUSTOMER’S FAILURE OR REFUSAL TO PAY, (IV) ACTIONS/OMISSIONS OR REQUIREMENTS OF BANKS, PAYMENT SYSTEMS, PAYMENT PROVIDERS AND OTHER THIRD PARTIES (INCLUDING CHARGEBACKS, REVERSALS, HOLDS, FEES, COMPLIANCE/AML/SANCTIONS MEASURES), AND (V) ANY SUSPENSION OR RESTRICTION OF FEATURES OR OPERATIONS IN GARNA IMPLEMENTED FOR SECURITY, COMPLIANCE OR RISK MANAGEMENT PURPOSES, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

1. The User agrees to indemnify, defend and release Garna LTD from liability in respect of any claims, losses, damages, obligations, including legal support costs, that arise as a result of violations by the User (for example, violation of the rights of any third party, violation of the Agreement or any other applicable agreements regarding the use of Garna or violation of representations and warranties made by you under this Agreement). Garna LTD reserves the right to exercise, at the User's expense, the exclusive protection, and control of any claim for which compensation is required for Garna LTD , and the User agrees to cooperate with Garna LTD in the protection of such claims. Garna LTD will use all reasonable efforts to inform you of any such claim, action, or proceeding that it becomes aware of.
2. Garna LTD is not responsible for any damage to the User's or other person's electronic devices, mobile devices, any other hardware or software caused by or related to the use of Garna.
3. The User bears all possible risks of adverse consequences in case of entering false personal data, deliberately false information, personal data of third parties into the Personal Profile, including, but not limited to, the risks associated with bringing Garna LTD and (or) third parties to responsibility. In case of initiation of proceedings in accordance with the procedure established by law as a result of illegal actions by the User, the presence of justified claims of third parties, Garna LTD has the right to disclose the User's personal data, and the User undertakes to act on the side of the debtor, the defendant, the person against whom the process is being conducted.

4. Without limiting the generality of the foregoing, Garna LTD is not responsible for (i) the content, quality, legality, or outcome of any Works/Services performed by Subcontractors, or (ii) decisions of Customers to accept, reject, or request changes to results, except to the extent Garna LTD 's obligations are expressly set out in this Agreement and/or applicable separate agreements with the relevant User.

1. **Other conditions**
2. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Cyprus. All disputes arising in connection with this Agreement are subject to mandatory pre-trial settlement by the Parties, and in case of failure to reach an agreement within the framework of pre-trial settlement of the dispute - in a court having jurisdiction at the location of Garna LTD.
3. All questions and claims related to the Agreement should be sent to the email address: hello@garna.io.
4. The invalidity of one of the clauses of the Agreement does not entail the invalidity of the entire Agreement.
5. Garna LTD grants the User, and the User accepts, a personal (or internal business), non-exclusive, non-transferable, limited license to use Garna solely for its intended functional purpose in accordance with this Agreement and applicable separate agreements with Garna LTD.
6. The User recognizes the legal force of the texts of documents received by e-mail as well as documents executed in simple written form on paper or signed via tools of electronic signatures such as AdobeSign, DocuSign, PandaDoc and etc. Any documents that were sent using e-mail have full legal force only if these documents are sent to the User's e-mail address specified as the Login during registration. Garna LTD assumes no responsibility if the User specifies an incorrect email address.
7. Garna LTD reserves the right to assign, novate, or otherwise transfer its rights and obligations under this Agreement, as well as under any related or supplementary agreements, to another legal entity, including but not limited to its affiliates, subsidiaries, or successors, in the course of a corporate restructuring, merger, business transfer, or other organizational changes.

Such transfer may include the full assumption by the new legal entity of the functions of user servicing, service provision, and performance of all obligations under this Agreement.

By accepting this Agreement, the User expressly agrees that Garna LTD may carry out such transfer after notifying the User (including via the User's Account or by email) and obtaining the User's consent, which may be given explicitly or implied by conduct demonstrating acceptance of the terms and consequences of such transfer (for example, continued use of the Service after the notification).

Upon completion of the transfer, the new company shall assume all rights and obligations of Garna LTD under this Agreement, and all references to Garna LTD herein shall be deemed references to the new legal successor.