

Terms and conditions

Please read these terms of service (the “**Terms of Service**”) carefully as it constitutes a legally binding agreement between you and Vostok Capital Management Ltd, a limited liability company (Company Number 991025) formed under the laws of Switzerland with its registered address at 10 Chemin des Rubiettes, 1222, Vézenaz, Switzerland (“**Vostok Capital Management Ltd**”). These Terms of Service govern access to and use of the Vostok Capital Management Ltd website located at <https://tip-n-go.com> and any sub-domains used in connection with or related to the same and any future versions (together the “**Vostok Capital Management Ltd Website**”) as well as Vostok Capital Management Ltd applications (the “**Vostok Capital Management Ltd App**”) and any proprietary software used in connection with the Tip-n-Go Website or the Vostok Capital Management Ltd App (the “**Vostok Capital Management Ltd Software**”). Together, the Vostok Capital Management Ltd Website, the Vostok Capital Management Ltd App and the Software constitute the “**Vostok Capital Management Ltd Platform**”. These Terms of Service also apply to all services provided by Vostok Capital Management Ltd through the Vostok Capital Management Ltd Platform (see the definition of “**Vostok Capital Management Ltd Services**” in Section [5] below).

These Terms of Service apply to all Users of the Vostok Capital Management Ltd Platform, including Users who provide hospitality services to other Users, Users who make payments to Owners and Staff, Users who review Goods and Services through the Vostok Capital Management Ltd Platform, Users who download the Vostok Capital Management Ltd App and Users who simply view the content available through the Vostok Capital Management Ltd Website.

If you are using the Vostok Capital Management Ltd Platform or creating a Vostok Capital Management Ltd Account (see Section [3] below), for or on behalf of another person or a corporate entity, you represent and warrant that you have the authority to bind such person or entity to these Terms of Service. The term “**Us**”, “**you**” or “**your**” refers to the individual or legal entity, as applicable, accessing or otherwise using the Vostok Capital Management Ltd Platform or the Vostok Capital Management Ltd Services (as defined in Section [5] below). You acknowledge and agree that the Vostok Capital Management Ltd Platform and the Vostok Capital Management Ltd Services are made available to facilitate: (1) the payment of tips and service charges (“**Service Payments**”) in the hospitality sector; and

(2) the submission of guest reviews and ratings of Owners and Staff (each as defined in Section [2] below). You understand that the Vostok Capital Management Ltd Platform and the Vostok Capital Management Ltd Services facilitate these activities and that Vostok Capital Management Ltd itself is not an Owner or a Staff.

By accessing, browsing and using the Vostok Capital Management Ltd Platform, you confirm that you have read and accept these Terms of Service. If you do not accept these Terms of Service, then you may not access or use the Vostok Capital Management Ltd Platform or Vostok Capital Management Ltd Services.

These Terms of Service are subject to change by Vostok Capital Management Ltd in its sole discretion at any time and to the fullest extent permitted by applicable law. When changes are made, Vostok Capital Management Ltd shall make an updated copy of these Terms of Service available on the Vostok Capital Management Ltd Platform. Vostok Capital Management Ltd shall also update the “Last Updated” date at the top of these Terms of Service. If we make any material changes, and you have registered with us to create an account we may also send an e-mail to you at the last e-mail address you provided to us pursuant to these Terms of Service to notify you of such changes and the date they will become effective for you. For Users not registered with us, any changes to these Terms of Service shall be effective immediately after posting notice of such changes on the Vostok Capital Management Ltd Platform. Vostok Capital Management Ltd may require you to provide your consent to the updated Terms of Service in a specified manner before further use of the Vostok Capital Management Ltd Platform and/or the Vostok Capital Management Ltd Services is permitted. If you do not agree to any change after receiving a notice of such change, you shall stop using the Vostok Capital Management Ltd Platform and/or the Vostok Capital Management Ltd Services. Otherwise, your continued use of the Vostok Capital Management Ltd Platform and/or Vostok Capital Management Ltd Services shall constitute your acceptance of such change. Please regularly check the Vostok Capital Management Ltd Platform to view the most current Terms of Service.

You must read these Terms of Service in their entirety; however, this index is provided for ease of reference to enable you to navigate to specific sections of these Terms of Service.

1. Vostok Capital Management Ltd Parties

These Terms of Service form an agreement between you and Vostok Capital Management Ltd, a limited liability company incorporated under the laws of Switzerland. The terms “**Tip-n-Go**”, “**us**”, “**we**” or “**our**” means Vostok Capital Management Ltd.

Vostok Capital Management Ltd and its affiliates, officers, directors and employees are referred to in these Terms of Service as the “**Tip-n-Go Group**”. For the avoidance of doubt, the Tip-n-Go Group does not include any third parties such as Staff or Owners (as such terms are defined in Section 2 below).

2. Users and Applicable Legal Terms

Definition of Users. The Vostok Capital Management Ltd Platform facilitates:

1. the payment of Service Payments;
2. the submission of guest reviews and ratings of personnel and locations by consumers who use the Vostok Capital Management Ltd Platform (“**Customers**”) of food, drinks and other products and services (collectively, “**Goods and Services**”) offered by restaurants,

salons, hotels and other venues ("**Owners**") and the services performed by service providers employed by these Owners ("**Staff**");

3. User access to Customer reviews and ratings and other content on the Vostok Capital Management Ltd Platform;

4. the implementation of schemes for the sharing or distribution of pooled Service Payments ("**Team Systems**") by individually appointed Staff ("**Super Users**"); and

5. access by accountants or other authorised personnel appointed by Owners ("**Owner Accountants**") to calculate amounts of tax to be withheld from Service Payments paid to Staff and to arrange for the direct transfer of such amounts from a clearing account held with a Payment Processor to an account held by the Owner.

Collectively, Customers, Owners, Staff, Super Users, Owner Accountants and viewers of the Vostok Capital Management Ltd Website constitute "**Users**" of the Vostok Capital Management Ltd Platform and these Terms of Service apply to all Users.

Vostok Capital Management Ltd Privacy Policy. Please note that important information about Vostok Capital Management Ltd's practices on the collection, use and disclosure of Users' personal information submitted via the Vostok Capital Management Ltd Platform is governed by the Vostok Capital Management Ltd Privacy Policy, the terms of which are incorporated into this Terms of Service. To view our Vostok Capital Management Ltd Privacy Policy, please see: <https://Tip-n-Go.tips/privacy-policy> (the "**Vostok Capital Management Ltd Privacy Policy**").

Additional Terms for Owners, Staff, Super Users and Owner Accountants. In addition to these Terms of Service and the Vostok Capital Management Ltd Privacy Policy, Owners, Staff, Super Users and Owner Accountants may be subject to additional terms agreed in separate agreements with Vostok Capital Management Ltd in respect of the Goods and Services offered by such Users or their use of the Vostok Capital Management Ltd Platform. In the event of any conflict between these Terms of Services and the separate agreement any such User has with Vostok Capital Management Ltd, the terms of the separate Vostok Capital Management Ltd agreement will prevail.

Additional Terms and Conditions for Vostok Capital Management Ltd App Users. To the extent the other terms and conditions of these Terms of Service are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to the Vostok Capital Management Ltd App if downloaded from the Apple App Store or the Google Play Store.

The following additional terms and conditions apply to you if you are using the Vostok Capital Management Ltd App and have downloaded it from the Apple App Store or the Google Play Store. You acknowledge and agree that:

These Terms of Service are entered into between you and Vostok Capital Management Ltd. Neither Apple, Inc. ("**Apple**") nor Google, Inc. ("**Google**") (collectively, the "**Download Providers**") are parties to these Terms of Service nor shall they have obligations with respect to the Vostok Capital Management Ltd App. Vostok Capital Management Ltd, and not Apple or Google, is solely responsible for the Vostok Capital Management Ltd App, including any maintenance and support, and the content thereof as set forth hereunder. However, the Download Providers, along with their respective subsidiaries, are third-party beneficiaries of these Terms of Service. Upon your acceptance of these Terms of Service, the Download Provider used to obtain the Vostok Capital Management Ltd App shall have the right (and shall be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary. If Vostok Capital Management Ltd fails to conform to any applicable warranty, you may notify the Download Provider used to obtain the Vostok Capital Management Ltd App and they shall refund the purchase price (if any) of the Vostok Capital Management Ltd App in accordance with their policies, and, to the maximum extent permitted by applicable law, the Download Provider used to obtain the Vostok Capital Management Ltd App shall have no other warranty obligation whatsoever with respect to the application and, as between the Download Provider used to obtain the Vostok Capital Management Ltd App and Vostok Capital Management Ltd, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is Vostok Capital Management Ltd's responsibility. You and us both acknowledge that Vostok Capital Management Ltd, not the Download Provider used to obtain the Vostok Capital Management Ltd App, is responsible for addressing any end-user or third-party claims related to the Vostok Capital Management Ltd App, including, but not limited to: (a) product liability claims, (b) any claim that the Vostok Capital Management Ltd App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar law.

In the event of any third-party claim that the Vostok Capital Management Ltd App or your possession or use of the Vostok Capital Management Ltd App infringes on that third party's intellectual property rights, Vostok Capital Management Ltd shall be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

3. Vostok Capital Management Ltd Accounts

- **Accurate Information.** You represent and warrant that all information supplied by you (or by anyone acting on your behalf) on the Vostok Capital Management Ltd Platform, including any information provided by you to create an account for use of the Vostok Capital Management Ltd Platform (a "**Vostok Capital Management Ltd Accounts**"), or in connection with your use of the Vostok Capital Management Ltd Services is true, accurate, current and complete.
- **Security of Vostok Capital Management Ltd Accounts.** You must keep your Vostok Capital Management Ltd Account secure and you agree that you shall not disclose your Vostok Capital Management Ltd Account credentials to anyone. No members of the Vostok Capital Management Ltd Group shall be liable for any loss or damage arising from your failure to safeguard your Vostok Capital Management Ltd Account, use a strong password or use a password distinctive to your Vostok Capital Management Ltd Account. You may browse some parts of the Vostok Capital Management Ltd Platform without creating a Vostok Capital Management Ltd Account.

- **Discretionary Access to Vostok Capital Management Ltd Accounts.** Vostok Capital Management Ltd reserves the right to deny your request for a Vostok Capital Management Ltd Account and to disable or terminate access to any Vostok Capital Management Ltd Account issued to you at any time in Vostok Capital Management Ltd's sole discretion. If Vostok Capital Management Ltd disables access to a Vostok Capital Management Ltd Account issued to you, you shall be prevented from accessing the Vostok Capital Management Ltd Platform and using the Vostok Capital Management Ltd Services and shall not have access to your Vostok Capital Management Ltd Account details and other information that is associated with your Vostok Capital Management Ltd Account.
- **Suspension, Term, Termination and Deletion of Vostok Capital Management Ltd Accounts.** Vostok Capital Management Ltd may suspend or terminate your ability to access the Vostok Capital Management Ltd Platform, or cease providing you with all or part of the Vostok Capital Management Ltd Services at any time for any or no reason, including, if we believe: (i) you may have violated these Terms of Service; (ii) you may create risk or possible legal exposure for us; (iii) prolonged inactivity; or (iv) our provision of the Vostok Capital Management Ltd Services to you is no longer commercially viable. Suspension or termination may also include removal of all or some of the materials uploaded by you. Vostok Capital Management Ltd may make reasonable efforts to notify you by the e-mail address associated with your account, through the Vostok Capital Management Ltd Platform or when you next attempt to access your Vostok Capital Management Ltd Account, depending on the circumstances. You acknowledge and agree that Vostok Capital Management Ltd may make suspensions and terminations in its sole discretion and that no member of the Vostok Capital Management Ltd Group shall be liable to you or any third-party for any suspension or termination of your access to, or for the removal of any of the materials uploaded by you to, the Vostok Capital Management Ltd Platform. Any suspension or termination of such access or removal of such materials shall be in addition to any and all other rights and remedies that Vostok Capital Management Ltd may have. In case of termination, we may disable your Vostok Capital Management Ltd Account but retain the disabled Vostok Capital Management Ltd Account and the information associated for fraud prevention or other lawful purposes. In case Team Scheme is being used and you have funds left on the Team balance, we will notify you by email to withdraw all the funds. If within 30 days after the email from us has been sent, the funds are not withdrawn, we reserve a right to send it on to the Vostok Capital Management Ltd corporate account after which 50% of the funds will be sent on to the charity foundation of our choice.
- **Account Deletion and Termination.** You may request the deletion of your account by: (1) requesting (by e-mail or through any available interface on the Vostok Capital Management Ltd Platform) that your Vostok Capital Management Ltd Account be deleted; or (2) ceasing to use the Vostok Capital Management Ltd Platform and the Vostok Capital Management Ltd Services and uninstalling and removing all local software components thereof, if any. If you request deletion of your Vostok Capital Management Ltd Account, we may disable your Vostok Capital Management Ltd Account but retain the disabled Vostok Capital Management Ltd Account for fraud prevention or other lawful purposes. You may request termination these Terms of Service at any time by requesting by e-mail (or any then-available interface on the Vostok Capital Management Ltd Platform) that your Vostok Capital Management Ltd Account be deleted. Vostok Capital Management Ltd may terminate these Terms of Service at any time by giving notice to you, at our discretion, by e-mail at your current email address on file with us or through the Vostok Capital Management Ltd Platform.

4. Licensed Access to the Vostok Capital Management Ltd Platform and Permitted Use

License. Subject to your compliance with these Terms of Service, Vostok Capital Management Ltd hereby grants you a personal i.e., only valid for you, revocable, non-exclusive and non-transferable license to use the Vostok Capital Management Ltd Platform in accordance with these Terms of Service in the following manner depending on the type of User that you are:

- **Customers:** you may use the Vostok Capital Management Ltd Platform to facilitate payments of Service Payments to Service Providers. You may also use the feedback features of the Vostok Capital Management Ltd Platform to post comments, ratings and reviews of Owners and Staff and the Goods and Services they provide;
- **Staff:** Customers may use the Vostok Capital Management Ltd Platform to facilitate making Service Payments to you and you may track Service Payments made to you via the Vostok Capital Management Ltd Platform by accessing the Vostok Capital Management Ltd Account;
- **Owners:** you may access the Vostok Capital Management Ltd Platform to: (1) create Vostok Capital Management Ltd Accounts for Staff who will use the Vostok Capital Management Ltd Platform where such Staff have consented for you to do so on their behalf; (2) request Vostok Capital Management Ltd Accounts for Super User to implement a Team System and / or Owner Accountants who may use the Vostok Capital Management Ltd Platform to calculate amounts of tax to be withheld from Service Charges paid to Staff; (3) review ratings and reviews of Venues and Goods and Services posted by Customers; and (4) with Vostok Capital Management Ltd's permission, copy and paste ratings and reviews of Venues and Goods and Services for public display, including posting on an Owner's website or social media accounts;
- **Super Users:** you may use the Vostok Capital Management Ltd Platform to implement and operate a Team System in accordance with the additional terms and conditions set out in Section [6] below; and
- **Owner Accountants:** you may use the Vostok Capital Management Ltd Platform to calculate amounts of tax to be withheld from Service Payments paid to Staff and to arrange for the direct transfer of such amounts from a clearing account held with a

Payment Processor to an account held by the Owner (a "**Owner Account**") for further transfer to HM Revenue & Customs.

The activities described above constitute "**Permitted Use**" as applicable to a specific type of User.

Reservation of Rights. Vostok Capital Management Ltd retains the right, at its sole discretion, to deny access to anyone to the Vostok Capital Management Ltd Platform or the Vostok Capital Management Ltd Services, at any time and for any reason (or no reason at all), including, but not limited to, for violation of these Terms of Service or use other than the Permitted Use. You shall cease and desist from any such access and use of the Vostok Capital Management Ltd Platform or Vostok Capital Management Ltd Services immediately upon request by Vostok Capital Management Ltd.

Geographic Application of the Vostok Capital Management Ltd Platform. The Vostok Capital Management Ltd Platform and/or specific services may not be available at all or any times and in all or any countries. Furthermore, nothing on the Vostok Capital Management Ltd Platform constitutes an offer or solicitation to buy or sell any product or service.

Changes to the Vostok Capital Management Ltd Platform. Vostok Capital Management Ltd reserves the right to change (or allow a third party to change) any information, material or content contained on or provided through the Vostok Capital Management Ltd Platform (the "**Content**") at any time, and from time to time, without notice.

5. Service Payments, Vostok Capital Management Ltd Services, Vostok Capital Management Ltd as Agent and Customer Support

Vostok Capital Management Ltd Services

Through the Vostok Capital Management Ltd Platform, Vostok Capital Management Ltd provides Users with the following services (the "**Vostok Capital Management Ltd Services**"):

- The Vostok Capital Management Ltd Platform connects Customers, Owners and Staff with Payment Processors who may provide payment processing and gateway services for making and receiving Service Payments;
- Vostok Capital Management Ltd enables Owners and Super Users to create Vostok Capital Management Ltd Accounts for Staff;
- Vostok Capital Management Ltd also enables Owners to create Vostok Capital Management Ltd Accounts for Venue Accountants so that they may provide for taxes to be withheld from Service Payments paid to individual Staff;
- Vostok Capital Management Ltd permits Super Users to create schemes to allocate Service Payments amongst Staff in accordance with the additional terms and conditions set out in Section [6] below;
- Vostok Capital Management Ltd may provide customer care support to Users; and
- Vostok Capital Management Ltd allows Users to access guest reviews and ratings of Staff and Owners submitted by Customers.

Vostok Capital Management Ltd may provide products or services to Staff or Owners through a separate agreement executed with such parties.

Any Owner-related information on the Vostok Capital Management Ltd Platform is content provided by the Owner and not Vostok Capital Management Ltd, and Vostok Capital Management Ltd is not liable for such content.

Vostok Capital Management Ltd Account

To use the Vostok Capital Management Ltd Platform and most features of the Vostok Capital Management Ltd Services, Staff, Owners, Super Users and Owner Accountants are required to successfully create a user account (the "**Vostok Capital Management Ltd Account**") using the Vostok Capital Management Ltd Platform.

Making Service Payments

Using the Vostok Capital Management Ltd Platform, a Customer can scan the QR Code provided by an Owner or Staff to make Service Payments to Staff via a Payment Processor. After scanning the QR Code, a Customer will be redirected to a window requesting that he or she enter the amount of the desired Service Payment. Once a Customer has entered the amount, he or she will have the opportunity to review it and pay the card fees associated with the Service Payment. After a Customer reviews and confirms that the amount of the Service Payment is correct, the Customer may proceed to make the Service Payment. A Customer's payment card will be charged when he or she makes a Service Payment.

Once a Customer has made a Service Payment, the Customer shall not be entitled to change or cancel that Service Payment and shall not be entitled to a refund. If a Customer accidentally makes the same Service Payment twice, the Customer can obtain a refund for the second Service Payment by contacting Vostok Capital Management Ltd via chat, e-mail or the Vostok Capital Management Ltd support phone line provided on the Vostok Capital Management Ltd Platform.

User Support

Vostok Capital Management Ltd may offer support to Users in respect of issues relating to the Vostok Capital Management Ltd Services. Users with any problems, questions or suggestions with respect to the Vostok Capital Management Ltd Platform or the Vostok Capital Management Ltd Services should contact Vostok Capital Management Ltd's customer support team (and not Staff or Owners) via chat (preferable), e-mail or phone at the contact information provided on the Vostok Capital Management Ltd Platform.

Payment Processing Services

Payment processing services for the Vostok Capital Management Ltd Platform are provided by such third party payment processors or gateway service providers as Vostok Capital Management Ltd may choose from time to time (each such service provider, a "Payment Processor"). Depending on the applicable Payment Processor, you may be required to abide by any terms and conditions of such Payment Processors. You agree, understand and acknowledge that you agree to be bound by any such terms and conditions as communicated to you from time-to-time.

Price and Payment

Payment of Service Payments must be made with an accepted credit, debit card ApplePay or GogglePay through the Payment Processors (each such payment, a "**Card Payment**"). A Customer will be charged at the time of making a Service Payment. Each Customer consents to the collection and use of his or her information (including, if applicable, personal information) by such Payment Processors as is necessary to process Service Payments. Vostok Capital Management Ltd reserves the right to add, remove or replace any Payment Processor connected to the Vostok Capital Management Ltd Platform at any time in its sole discretion. Each Customer agrees that the Payment Processor charge his or her payment card for any Service Payment made. Each Customer is responsible for ensuring that all of his or her billing information is current, complete, and accurate.

Processing Charges

Each Service Payment will be subject to Vostok Capital Management Ltd Fees and Processor Fees, as described below. When making a Service Payment, a Customer must choose to either:

- Pay the Vostok Capital Management Ltd Fee and the Processor Fee (such that no fees are deducted from the Service Payment before it is transferred to the Staff); or
- Deduct the Vostok Capital Management Ltd Fee and the Processor Fee from the Service Payment (such that the Service Payment received by the Staff is reduced by the amount of the fees).

Vostok Capital Management Ltd and Payment Processor Fees

Payments made through the Vostok Capital Management Ltd platform are subject to fees charged by Vostok Capital Management Ltd ("**Vostok Capital Management Ltd Fees**") and fees charged by third party Payment Processors ("**Processor Fees**") together "**Card Fees**".

Vostok Capital Management Ltd Fees

Vostok Capital Management Ltd currently charges a fee of 2.5% excluding value added tax.

Processor Fees

Processor Fees vary depending on a number of factors, including:

- the Payment Processor Vostok Capital Management Ltd uses for a given transaction; and
- the Customer's card type, card issuer, issuing county, etc.

Due to these variables, Vostok Capital Management Ltd cannot calculate the precise Processor Fee in advance of a card transaction. Vostok Capital Management Ltd therefore charges Processor Fees based on an estimation of the fees that are likely to be charged by the relevant Payment Processor. Exclusive of value added tax, these fees are currently:

- a fixed fee of up to CHF 0,3 per transaction;
- and a variable fee of up to 2.9% per transaction.

Vostok Capital Management Ltd currently uses ECOMMPAY as Payment Processors. Their fee structures are available at:

<https://ecommpay.com/>

Each Customer agrees, understands and acknowledges that Vostok Capital Management Ltd engages Payment Processors to facilitate processing of payments, including ECOMMPAY. Accordingly, a Customer may be required to follow any terms and conditions of such third party payment processors/gateway service providers, as communicated to you, from time to time.

Owner Services Charges

Certain Owners may require that a certain amount or percentage (a "**Service Charge**") be deducted from Service Payments made to its Staff. In such cases: (1) the Owner will receive the Service Charge; and 2) the Staff will receive the balance of the Service Payment.

Currency

Service Payments may be debited from a Customer's bank/card account in a currency other than the one selected if the bank or Payment Processor requires payment in a specific currency or the currency selected by Customer is subject to a mandatory currency conversion. Any payment made in a currency other than the currency of the payment card used may result in additional fees being charged by the payment card provider or the Payment Processor.

Payouts

Service Payments made by a Customer will be transferred to an accepted bank account or credit or debit card issued in the name of a Staff and registered to such Staff's Vostok Capital Management Ltd Account. Each Staff when registering a bank account or a payment card represents and warrants that it is using a bank account or a credit or debit card issued in his or her own name. Depending on the Payment Processor Vostok Capital Management Ltd uses to process a Service Payment, Staff may be required to pay a fee when transferring Service Payments to their cards or bank accounts.

6. Team Schemes

The Vostok Capital Management Ltd Platform facilitates the establishment and operation of Team Scheme whereby Service Payments made to individual Staff are pooled and subsequently be allocated amongst an Owner's Staff and other employees. In a restaurant, for example, a Team Scheme may be used to share Service Payments amongst Staff and other staff, such as cooks, managers and hostesses.

If operated in accordance with applicable legislation, a Team Scheme can allocate tips to employees without the employer being obligated to deduct certain categories of taxes and social contributions.

Where the Vostok Capital Management Ltd Platform is used to manage a Team Scheme, Super Users and Owners agree to the following additional terms and conditions:

- A Super User may be appointed by Staff or employees;
- No Owner, nor any shareholder, director or officer thereof (each of the foregoing, an "Owner Representative") shall act as a Super User for a Team Scheme managed using the Vostok Capital Management Ltd Platform;
- Each Owner shall choose which Staff and employees are to participate in the Team Scheme without any input, direction, approval or other influence from the Owner or any other Owner Representative;
- The Super User shall allocate Service Payments within the Team Scheme without any input, direction, approval or other influence from the Owner or any other Owner Representative; and
- A Super User may not permit the Owner, any Owner Representative or any other party to access its Vostok Capital Management Ltd Account or otherwise share details of any information or data held in such Vostok Capital Management Ltd Account with any such party.

Upon any failure to manage a Team Scheme in accordance with the foregoing terms and conditions, Vostok Capital Management Ltd shall be authorised to suspend or terminate a User's access to the Vostok Capital Management Ltd Platform.

Failure to manage a Team Scheme in accordance with the above terms and conditions may also result in an Owner being liable for inappropriate deduction of certain taxes and social contributions from the relevant Service Payments. Vostok Capital Management Ltd shall not be responsible for any such actions, and each Owner and Super User indemnifies the Vostok Capital Management Ltd Group against any losses associated with a failure by an Owner or Super User to comply with the terms and conditions set out above.

7. Tax Withholding

An Owner may create a Vostok Capital Management Ltd Account for use by an Owner Accountant. Using such an account, an Owner Accountant may determine the withholding taxes applicable to Service Payments. At the election of the Owner, either: (1) the gross Service Payment is transferred to the Owner, who deducts applicable taxes and forwards the balance of the Service Payment to the relevant Staff; or (2) the net Service Payment is sent to the Staff and taxes withheld are transferred to the Owner. Any Owner Accountant for whom a Vostok Capital Management Ltd Account is created expressly agrees to use such Vostok Capital Management Ltd Account only for the foregoing purposes.

Vostok Capital Management Ltd grants Owner Accountants access to the Vostok Capital Management Ltd Platform to facilitate the conduct of the activities described above. Where Owner Accountants and Owners use the Vostok Capital Management Ltd Platform for such activities, they alone are responsible for complying with all obligations to withhold taxes from Service Payments and no member of the Vostok Capital Management Ltd Group shall be responsible for any failure to comply with such obligations. Each Owner using the Vostok Capital Management Ltd Platform to calculate withholding taxes as described above undertakes to remit all taxes withheld to the relevant

tax authorities, and agrees to indemnify the Vostok Capital Management Ltd Group against any losses associated with a failure to do so.

For further information on tax matters, please see the disclaimers set out under the heading "Tax Obligations" in Section 13 below.

8. Software and Merchandising

Vostok Capital Management Ltd implements the Vostok Capital Management Ltd Platform with Owners in one of three ways:

- (1) Vostok Capital Management Ltd Software Installation

Vostok Capital Management Ltd may install Vostok Capital Management Ltd Software on an Owner's server. Following such installation, the Vostok Capital Management Ltd Software may interact with Owner's POS systems in order to print on each invoice a QR-Code unique to such Owner and its Staff permitting Customers to make Service Payments as described above. Each Owner using POS Integration expressly agrees to the installation by Vostok Capital Management Ltd of Vostok Capital Management Ltd Software as described above and acknowledges and agrees that all intellectual property in such Vostok Capital Management Ltd Software belongs to Vostok Capital Management Ltd as described further in Section 10 below.

- (2) Freestanding Device

Vostok Capital Management Ltd may provide to the Owner a freestanding computer device for use on the Owner's premises. Such a device uses Vostok Capital Management Ltd Software to send signals to the Owner's computer system and Owner's POS that direct the system to include a Staff's unique QR-code on invoices. Each Owner who receives such a device acknowledges and agrees that: (a) such device is owned by Vostok Capital Management Ltd and provided to the Owner only for use with the Vostok Capital Management Ltd Platform; and (b) all intellectual property in any Vostok Capital Management Ltd Software installed on such device belongs to Vostok Capital Management Ltd as described further in Section 10 below.

- (3) Merchandising Methods

Where POS Integration or use of a freestanding computer device is not possible or practical, Vostok Capital Management Ltd may provide an Owner with printed materials incorporating QR-codes and other information enabling use of the Vostok Capital Management Ltd Platform. Where such methods are used, each Owner grants Vostok Capital Management Ltd a limited license to use its copyright and trademarks solely for the purposes of producing such merchandising materials. Staff will have an access to their personal and team QR codes on their account on Vostok Capital Management Ltd Platform with an ability to print mentioned materials out.

9. No Unlawful or Prohibited Use

You may not, without Vostok Capital Management Ltd's prior written permission, use the Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services or any Content (including any other User's User Content) for purposes other than the applicable Permitted Use. Without limiting the generality of the foregoing, you shall not, and shall not permit anyone else to, or attempt to use the Vostok Capital Management Ltd Platform and/or the Content to:

- "frame", "mirror" or otherwise incorporate the Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services or the Content or any part thereof on any commercial or non-commercial website;
- access, monitor or copy any part of the Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without Vostok Capital Management Ltd's express written permission;
- violate any laws;
- violate the restrictions in any robot exclusion headers on the Content or the Vostok Capital Management Ltd Platform or bypass or circumvent other measures employed to prevent or limit access to the Vostok Capital Management Ltd Services or the Vostok Capital Management Ltd Platform;
- remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Vostok Capital Management Ltd Platform or the Content;
- modify or attempt to modify the Vostok Capital Management Ltd Platform, or any Content or User Content, including any modification for the purpose of disguising or changing any indications of the Ownership or that content originates from the Vostok Capital Management Ltd Platform;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Vostok Capital Management Ltd Platform or impersonate another person or organization or misrepresent their affiliation with a person or entity;
- attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Vostok Capital Management Ltd Platform or the Vostok

Capital Management Ltd Services;

- copy, reproduce, modify, translate, distribute, transfer, sell, publish, broadcast, perform, transmit, license or circulate in any form any part of the Vostok Capital Management Ltd Platform or the Content;
- license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Vostok Capital Management Ltd Platform;
- create derivative works based on the Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services or the Content;
- use the Vostok Capital Management Ltd Platform in a manner that violates the rights (including, but not limited to contractual, intellectual property or proprietary rights) of any third party; or
- upload to or transmit through the Vostok Capital Management Ltd Platform any information, images, text, data, media or other content that is offensive, harmful, tortuous, hateful, obscene, defamatory or violates any laws or is otherwise objectionable, in each case as determined by Vostok Capital Management Ltd in its sole discretion.

10. Intellectual Property

Content and Intellectual Property

- **Vostok Capital Management Ltd Content and Intellectual Property Rights.** The Vostok Capital Management Ltd Platform and all content contained therein (excluding User Content as defined in paragraph (b) below) (the "Vostok Capital Management Ltd Content") are owned or licensed by Vostok Capital Management Ltd and protected by copyright, trademark and other intellectual property laws. Vostok Capital Management Ltd expressly reserves all rights in the Vostok Capital Management Ltd Platform and the Vostok Capital Management Ltd-Content and all materials provided by Vostok Capital Management Ltd in connection with these Terms of Service that are not specifically granted to you. You acknowledge that all right, title and interest in the Vostok Capital Management Ltd Platform, all materials provided by Vostok Capital Management Ltd in connection with these Terms of Service, including the Vostok Capital Management Ltd Content, and any update, adaptation, translation, customization or work derivative thereof, and all intellectual property rights therein shall remain with Vostok Capital Management Ltd (or third party suppliers or licensors, if applicable), and that the Vostok Capital Management Ltd Platform and all materials provided by Vostok Capital Management Ltd hereunder, including the Vostok Capital Management Ltd Content, are licensed to you on a temporary and non-exclusive basis and not "sold" to you.
- **User Content.** All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Vostok Capital Management Ltd Platform by Users ("User Content"), is the sole responsibility of such
- **Users.** This means that the User, and not members of the Vostok Capital Management Ltd Group, is entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available on the Vostok Capital Management Ltd Platform. Vostok Capital Management Ltd may monitor User Content but Vostok Capital Management Ltd does not guarantee, and does not warrant as to, the accuracy, integrity or quality of such content. Under no circumstances shall any members of the Vostok Capital Management Ltd Group be liable in any way for any User Content including for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Vostok Capital Management Ltd Platform. To the extent your User Content contains any personally identifiable information, that data is handled in accordance with the Vostok Capital Management Ltd Privacy Policy and all other User Content shall be considered non-confidential.
- **Cookies.** Vostok Capital Management Ltd uses "cookies" and similar technologies such as tags and pixels on the Vostok Capital Management Ltd Platform. Cookies and such similar technologies are small data files that websites place on your computer, laptop or mobile device. Cookies are used by nearly all websites and do not harm your system. Vostok Capital Management Ltd's Cookie Policy is available at <https://Tip-n-Go.tips/privacy-policy> By using the Vostok Capital Management Ltd Platform, you agree to Vostok Capital Management Ltd's use of cookies in accordance with the Cookie Policy.
- **User Content License to Vostok Capital Management Ltd.** By submitting, posting or displaying User Content on or through the Vostok Capital Management Ltd Platform or otherwise to Vostok Capital Management Ltd, you grant the Vostok Capital Management Ltd Group, a worldwide, non-exclusive, royalty-free, perpetual, transferable, and fully sub-licensable right to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use User Content, in whole or in part. Vostok Capital Management Ltd may sublicense User Content You further grant Vostok Capital Management Ltd the right (although Vostok Capital Management Ltd does not have the obligation) to pursue at law any person or entity that violates your or Vostok Capital Management Ltd's rights in the User Content by a breach of these Terms of Service. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit. For the avoidance of doubt, Vostok Capital Management Ltd has no obligation to post or display any User Content on the Vostok Capital Management Ltd Platform.
- **Use of Vostok Capital Management Ltd Content and User Content by other Users.** You may only use Vostok Capital Management Ltd Content and other User Content (e.g., Content provided by Owners or Customers) for the applicable Permitted

Use. If you print extracts from the Vostok Capital Management Ltd Platform for your own personal, non-commercial use, you must not modify the digital or papers of such materials or use any graphics, pictures, photographs or videos separately from any accompanying text.

Terms on Feedback/Feedback and Other User Content

- **Creating Feedback and Other User Content.** Through the capabilities of the Vostok Capital Management Ltd Platform, Customers may be able to provide ratings/reviews, suggestions or other feedback ("Feedback"). Feedback is a subset of User Content. In creating and posting any Feedback (or other User Content) you represent and warrant that you shall not post or transmit to or from the Vostok Capital Management Ltd Platform any material or content which does or may:
 - Breach any applicable law;
 - Be unlawful or fraudulent;
 - Amount to unauthorized advertising;
 - Contain any defamatory, obscene or offensive material;
 - Promote violence or discrimination;
 - Infringe the intellectual property rights of another person;
 - Breach any legal duty owed to a third party (such as a duty of confidence);
 - Promote illegal activity or invade another's privacy;
 - Give the impression that they originate from us; or
 - Be used to impersonate another person or to misrepresent your affiliation with another person.

You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of Feedback or other User Content to the Vostok Capital Management Ltd Platform.

- **Status of Feedback on the Vostok Capital Management Ltd Platform.** We reserve the right to remove or edit at any time any Feedback or other User Content posted, uploaded or transmitted to the Vostok Capital Management Ltd Platform that we determine breaches the restrictions in Section 7 above or is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any reason. Any Feedback on the Vostok Capital Management Ltd Platform is for information purposes only and does not constitute advice from us or the opinions of anyone within the Vostok Capital Management Ltd Group. User Content may reflect the opinions of Customers who have used the Vostok Capital Management Ltd Platform and any statements, advice or opinions provided by such persons are theirs only. Accordingly, no members of the Vostok Capital Management Ltd Group assume any responsibility or liability to any person for any User Content, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.
- **Public Display of Feedback.** You acknowledge that Vostok Capital Management Ltd may share Feedback with Owners and Staff at Vostok Capital Management Ltd's discretion. Vostok Capital Management Ltd may also permit Owners and Staff to publicly display Feedback, including by posting it on their websites or social media accounts. By providing ratings and reviews, you consent to our sharing of such Feedback with Owners and Staff and to Owners and Staff publicizing this Feedback. All ratings/reviews that we receive may be moderated before we share them. We may do this to make sure that ratings/reviews fit our content guidelines.
- **Promotional Materials.** Each Owner acknowledges that Vostok Capital Management Ltd may publicize such Owner's use of the Vostok Capital Management Ltd Platform, including on the Vostok Capital Management Ltd Websites and on Vostok Capital Management Ltd's account on social media platforms.
- **Note on Privacy.** If you access any Personal Information through or in connection with the Vostok Capital Management Ltd Platform you agree that you shall treat such Personal Information in accordance with the current Vostok Capital Management Ltd Privacy Policy and you shall not collect or harvest any Personal Information, including Personal Information of other users, except as permitted by these Terms of Service.

11. Advertising and Third-Party Websites

If you elect to have any business dealings with anyone whose products or services may be referenced or advertised on the Vostok Capital Management Ltd Platform, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that no member of the Vostok Capital Management Ltd Group shall have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings.

The Vostok Capital Management Ltd Platform may provide links to third party websites and such links are provided solely for your convenience. If you use these links, you leave the Vostok Capital Management Ltd Platform. We have not reviewed and do not control

any of these third-party websites (and are not responsible for these websites or their content or availability). Vostok Capital Management Ltd does not endorse these sites, their content, or the results of the use of such sites or content, and Vostok Capital Management Ltd is not liable for their content, functions, or any malfunctions caused by, or malicious code emanating from, these sites. If you decide to access any of the third-party websites linked to the Vostok Capital Management Ltd Platform, you do so entirely at your own risk.

Vostok Capital Management Ltd reserves the right to prohibit or require you to remove any link to the Vostok Capital Management Ltd Platform, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

12. Availability and Updates

- Vostok Capital Management Ltd may alter, suspend, or discontinue the Vostok Capital Management Ltd Platform or Service at any time and for any reason or no reason, without notice. The Vostok Capital Management Ltd Platform or Service may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Vostok Capital Management Ltd may periodically add or update the Vostok Capital Management Ltd-Content and any other materials on this the Vostok Capital Management Ltd Platform without notice.
- While we try to ensure the Vostok Capital Management Ltd Platform is normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and no members of the Vostok Capital Management Ltd Group shall be liable to you if the Vostok Capital Management Ltd Platform is unavailable at any time or for any period.
- Vostok Capital Management Ltd may upgrade or alter the Vostok Capital Management Ltd Platform (including the Vostok Capital Management Ltd App) at any time.

13. Disclaimers

Content: While we try to ensure that information on the Vostok Capital Management Ltd Platform is correct, we do not promise it is accurate or complete. Vostok Capital Management Ltd may make changes to the Vostok Capital Management Ltd-Content and any other material on the Vostok Capital Management Ltd Platform, at any time without notice. The Vostok Capital Management Ltd-Content and any other material on the Vostok Capital Management Ltd Platform may be out of date, and we make no commitment to update that material.

Staff actions and omissions: The legal contract for the supply and purchase of Goods and Services is between the Customer and the Staff. Vostok Capital Management Ltd has no control over the actions or omissions of any Staff or Owners and is not liable for any act or omission or otherwise for the performance of Staff and Owners.

The foregoing disclaimers do not affect Customer's statutory rights against any Staff or Owner.

Service Disclaimers

- **Viruses.** The downloading and viewing of the Vostok Capital Management Ltd Platform or the Vostok Capital Management Ltd-Content and any other material is done at your own risk. Vostok Capital Management Ltd cannot and does not guarantee or warrant that the Vostok Capital Management Ltd Platform or the Vostok Capital Management Ltd Content and any other material, which can be viewed via the Vostok Capital Management Ltd Platform, are compatible with your computer system or your mobile device or any associated operating systems or software. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Vostok Capital Management Ltd Platform (including the Vostok Capital Management Ltd App and the Vostok Capital Management Ltd Content).
- **Communications Not Confidential.** Vostok Capital Management Ltd does not guarantee the confidentiality of any communications made by you through the Vostok Capital Management Ltd Platform. Although Vostok Capital Management Ltd generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Vostok Capital Management Ltd Platform, you understand, agree and acknowledge that Vostok Capital Management Ltd cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Vostok Capital Management Ltd Platform.
- **Tax Obligations.** Vostok Capital Management Ltd makes no representation as to the treatment for tax purposes of any Service Payment made or received via the Vostok Capital Management Ltd Platform. Each Staff that is self-employed (i.e., not an employee of the Owner) agrees that: (1) he or she alone is responsible for reporting to the relevant tax authorities any income he or she receives from Services Payments; and (2) where authorised to do so by an Owner, Vostok Capital Management Ltd has the right to deduct withholding from such Staff's Service Payments and remit the amount deducted to the Owner. Each Owner undertakes that it alone is responsible for any required reporting and deductions in respect of tax in relation to all Staff that it employs and undertakes to promptly remit to the relevant tax authority any amounts so deducted. Vostok Capital Management Ltd does not undertake to conduct any such reporting on behalf of any Owners or Staff; provided, however, that Vostok Capital Management Ltd may, when required by applicable law, report certain information regarding Service Payments made and received via the Vostok Capital Management Ltd Platform to tax authorities and other regulators and authorities. For tax purposes, applicable law may require Vostok Capital Management Ltd to keep basic information about our Users (including contact and identity details and financial and transaction data) for up to six (6) years after they stop being Users.

14. No Implied Warranties; Limitations of Liability.

- **No Implied Warranties.** The Vostok Capital Management Ltd Services, the Vostok Capital Management Ltd Platform and the Content are provided "as is" without warranty or condition of any kind. Vostok Capital Management Ltd disclaims all warranties, representations and conditions of any kind with respect to the Vostok Capital Management Ltd Services, Vostok Capital Management Ltd Platform and the Content whether express, implied, statutory or collateral, including, without limitation, the implied warranties and conditions of Staffability, fitness for a particular purpose and non-infringement or that the Vostok Capital Management Ltd Services, the Vostok Capital Management Ltd Platform or the content are or shall be error-free or shall operate without interruption.
- **Exclusion of Indirect Damages.** In no event shall Vostok Capital Management Ltd or any member of the Vostok Capital Management Ltd Group be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any damages of any kind (including, without limitation, indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of revenue, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities), whether or not Vostok Capital Management Ltd is advised of the possibility of such damages, resulting from or related to the use of, or the inability to make use of, the Vostok Capital Management Ltd Services, the Vostok Capital Management Ltd Platform or the Vostok Capital Management Ltd Content.
- **No Responsibility for Customers, Staff and Owners.** Customers, Staff and Owners using the Vostok Capital Management Ltd Platform are independent persons or organisations and not representatives, agents or employees of Vostok Capital Management Ltd. Vostok Capital Management Ltd is therefore not liable for the acts, errors, omissions, representations, warranties, contractual breaches or negligence of any Customer, Staff or Owner or for any personal injury, death, property damage, or other damages or expenses resulting therefrom and takes no responsibility whatsoever for the Goods and Services offered by Customers, Staff or Owners.
- **Limitation of Liability.** To the extent that the foregoing limitations do not apply, in no event shall the total aggregate liability of the Vostok Capital Management Ltd Group to any User in connection with or under these terms of service, including in connection with your use of, or inability to make use of, the Vostok Capital Management Ltd Services, the Vostok Capital Management Ltd Platform or the content exceed CHF 100 (one hundred Swiss Francs). For greater certainty, the existence of one or more claims under these terms of service shall not increase the maximum liability amount.
- **Additional Costs:** You assume full and sole responsibility for any additional and/or associated costs that you may incur in connection with or as a result of your use of the Vostok Capital Management Ltd Platform, including, without limitation, costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

The limitations above reflect a fair allocation of risk but for which Vostok Capital Management Ltd would not make the Vostok Capital Management Ltd Platform and/or Vostok Capital Management Ltd Services available to users. The limitations specified in this section shall survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose or is found invalid by any competent court.

15. Indemnification

You agree to defend, indemnify and hold harmless the Vostok Capital Management Ltd Group, its licensors and their directors, officers, agents, contractors, partners, representatives and employees from and against any threatened or actual claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal fees, incurred in connection with or as a result of your:

- breach of these Terms of Service or any documents referenced herein;
- violation of any law or the rights of a third party (including, without limitation, intellectual property rights); or
- breach of or failure to perform in respect of any transactions made by you or by any third party acting on your behalf or with your permission.

Vostok Capital Management Ltd reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by Vostok Capital Management Ltd.

16. Governing Law and Dispute Resolution

- **Governing Law.** These Terms of Service shall be governed by the laws of Switzerland. These laws apply to your access to or use of the, the Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services and the Content, notwithstanding your domicile, residency or physical location. The Vostok Capital Management Ltd Platform, the Vostok Capital Management Ltd Services and the Content are intended for use only in jurisdictions where they may lawfully be offered for use.
- **Dispute Resolution Process.**

- Except to the extent restricted by applicable law, if there is any dispute or controversy between (1) you and (2) Vostok Capital Management Ltd or any members of the Vostok Capital Management Ltd Group, including any dispute or controversy arising out of or relating to these Terms of Service, the Vostok Capital Management Ltd Platform or Vostok Capital Management Ltd Services, any interactions or transactions between (1) you and (2) Vostok Capital Management Ltd or any members of the Vostok Capital Management Ltd Group, or in respect of any legal relationship associated with or derived from these Terms of Service, including the validity, existence, breach, termination, construction or application, or the rights, duties or obligations of you or us, (each, a "**Dispute**"), the disputing person shall serve notice on the other person and each you and us must use good faith efforts to resolve the Dispute informally, outside courts. You are free to take legal action at any time before the competent courts.
- If a Dispute is not resolved after twenty (20) business days of a person serving notice on the other party that there is a Dispute, you and we agree that the Dispute shall be finally resolved by confidential arbitration in accordance with the Chapter 12 of the Swiss Private International Law Act (PILA) Rules as at present in force. There shall be one arbitrator and the appointing authority shall be Swiss Supreme Court. The seat and place of arbitration shall be Lausanne, Switzerland and the English language shall be used throughout the arbitral proceedings. Vostok Capital Management Ltd shall pay the reasonable arbitration costs.
- You and we agree that you and we shall resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you shall not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against any members of the Vostok Capital Management Ltd Group.
- Nothing in this Section shall prohibit us from seeking interim measures from a court, including preliminary or injunctive relief of breach of you of any intellectual property rights.

17. Miscellaneous

- **Interpretation.** Unless the context clearly requires otherwise: (1) references to the plural include the singular, the singular the plural, the part the whole; (2) references to any gender include all genders; (3) "including" has the inclusive meaning frequently identified with the phrase "but not limited to"; and (4) references to "hereunder" or "herein" relate to these Terms of Service. The section headings in these Terms of Service are for reference and convenience only and shall not be considered in the interpretation of these Terms of Service.
- **Entire Agreement.** These Terms of Service, the Vostok Capital Management Ltd Privacy Policy and any documents incorporated by reference herein, together with any additional written agreements entered into between you and Vostok Capital Management Ltd, constitute the entire agreement between Vostok Capital Management Ltd and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Vostok Capital Management Ltd with respect to the subject matter of these Terms of Service.
- **Notices.** Vostok Capital Management Ltd may, in its sole discretion, provide any notices to you in connection with these Terms of Service through the Vostok Capital Management Ltd Platform or by email at the then-current email address for you on file with Vostok Capital Management Ltd. Vostok Capital Management Ltd may be contacted in writing at:
 - Vostok Capital Management Ltd
10 Chemin des Rubiettes, 1222, Vézenaz, Switzerland
 - Email address: info@Tip-n-Go.com

Vostok Capital Management Ltd may change its notice contact information from time to time by posting updated contact details on the Vostok Capital Management Ltd Platform.

- **No Waiver.** Vostok Capital Management Ltd's failure to insist upon or enforce strict performance of any provision of these Terms of Service shall not be construed as a waiver of any provisions or right.
- **Force Majeure.** Vostok Capital Management Ltd shall not be liable to you for any failure of or delay in the performance of its obligations under these Terms of Service for the period that such failure or delay is due to causes beyond Vostok Capital Management Ltd's reasonable control, including but not limited to acts of God, power outages, internet non-connectivity, war, strikes or labour disputes, embargoes, government orders, pandemics or any other force majeure event.
- **Severability.** If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms of Service shall remain in effect.
- **Order of Precedence.** If any of the provisions contained in these Terms of Service conflict with the terms of another agreement between you and us, then these Terms of Service shall prevail; provided, however, that for Owners registered on the Vostok Capital Management Ltd Platform, the terms applicable to any separate agreement entered into between Vostok Capital

Management Ltd and any Owner shall govern such Owner's relationship with Vostok Capital Management Ltd in connection with such Owner's use of the Vostok Capital Management Ltd Platform.

- **Assignment.** You may not transfer any of your rights or obligations under these Terms of Service without our prior written consent. We may transfer any of our rights or obligations under these Terms of Service without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.