

GENERAL TERMS AND CONDITIONS FOR SERVICE PROVISION BETWEEN CARTIUM LTD AND THE MERCHANT

This "Agreement" consists of (a) these General Terms and Conditions, (b) the Special Terms and Conditions, and (c) any Additional Terms and Conditions, if applicable.

1. Purpose

1.1 Object of the Contract

The purpose of this Agreement is to promote the use of the "PayTAROT System." The PayTAROT services will be offered by the Merchant to its own customers, while CARTIUM will promote the services of the Merchant across PayTAROT portals, thereby increasing sales reach. The customers will have access to services after purchasing PayTAROT.

1.2 Obligations of the Parties

1.2.1 Obligations of CARTIUM Ltd

1. Based on the specifications provided by the Merchant, CARTIUM may design and publish advertisements (the "Advertisements") for PayTAROT, as defined below, in accordance with the Special Terms and Conditions.

2. CARTIUM will list the Merchant as a collaborating professional on its portals after the Merchant completes a qualifying questionnaire.

3. CARTIUM reserves the right to determine when, where, and to whom the Advertisements are published during the Publication Period.

4. PayTAROT refers to an instrument, in either physical or electronic form, that entitles the holder

(the "PayTAROT Holder") to receive a service or product from the Merchant within a designated redemption period (the "Redemption Period").

5. The services or products provided by the Merchant (the "Merchant's Services") are specified in the Special Terms and Conditions.

6. The Redemption Period, as established in the Special Terms and Conditions, may be:

(a) Fixed, when all PayTAROT vouchers must be redeemed by a specific date;

(b) Relative to the Publication Period, where the Redemption Period starts on the first day of the Publication Period and ends after a defined time period;

(c) Relative to the purchase, where the Redemption Period begins upon the acquisition of PayTAROT and ends after a designated period; or

(d) Staggered, where a portion of the PayTAROT redemption dates may be postponed to a later agreed-upon date.

7. In addition to publishing Advertisements, CARTIUM holds the exclusive right to sell and distribute PayTAROT.

1.2.2 Obligations of the Merchant

The Merchant is solely responsible for delivering the Merchant's Services to the PayTAROT Holder, including delivery, customer service, post-sale service, and returns management. The Merchant will hold CARTIUM harmless from any claims by the PayTAROT Holder regarding the Merchant's Services, including but not limited to personal injury, death, or property damage claims. Issues related to the delivery of the Merchant's Services will not affect CARTIUM's right to retain its commission.

2. Warranties and Representations

2.1 Merchant Warranties and Representations

The Merchant warrants, represents, and agrees that:

1. It is authorized to enter into this Agreement, and the person signing this Agreement is an authorized representative of the Merchant.
2. Any changes affecting this Agreement will be immediately communicated to CARTIUM in writing.
3. All information provided by the Merchant in relation to this Agreement is accurate, complete, and correct, including but not limited to the Merchant's Services, discounts, and delivery schedules (where applicable).
4. The Merchant has obtained (and will maintain during the term of this Agreement) all necessary licenses, authorizations, and permits required for the Merchant's Services.
5. The Merchant will comply with all applicable laws, regulations, standards, and codes of conduct, and will not tamper with or misuse the "PayTAROT System" provided by CARTIUM, nor employ illegal methods to promote PayTAROT.

2.2 CARTIUM Ltd Warranties and Representations

1. CARTIUM guarantees that it will execute its obligations under this Agreement with reasonable diligence and care.
2. CARTIUM does not guarantee that services offered online will be uninterrupted or error-free, or that these services will generate profit for the Merchant.

3. Liability Exclusion

1. CARTIUM does not exclude or limit liability that cannot be excluded by law.
2. CARTIUM is not responsible for any indirect losses, including but not limited to lost profits, loss of goodwill, or loss of data and data recovery costs.
3. The total liability of CARTIUM under this Agreement will not exceed the greater of EUR3000 or the total commission received by CARTIUM under this Agreement.

4. Payment and Payment Terms

4.1 PayTAROT Price Collection

CARTIUM will collect the sale price of each PayTAROT voucher (the "PayTAROT Price") as described in the Special Terms and Conditions. CARTIUM will deduct its commission, an administrative fee, and the applicable VAT from the PayTAROT Price and transfer the remaining balance (the "Amount to Transfer") to the Merchant.

4.2 Payment Terms

Invoices issued under this Agreement are payable within 3 calendar days from the invoice date. CARTIUM will make weekly payments to the Merchant for PayTAROT vouchers from the previous week, on the day agreed upon by the parties.

5. Intellectual Property

The Merchant shall not use CARTIUM's intellectual or industrial property rights, nor prepare any derivative works based on them.

6. Confidentiality and Data Protection

6.1 Confidentiality

The Merchant agrees to maintain strict confidentiality regarding the terms of this Agreement, its contents, and any business information obtained about CARTIUM, including financial, technological, or operational details.

6.2 PayTAROT Holder Data

CARTIUM or its affiliates are the data controllers of the PayTAROT Holders' personal data. The Merchant shall use this data solely for fulfilling its obligations under this Agreement and in compliance with applicable data protection laws.

7. Termination

1. This Agreement may be terminated by mutual consent of the parties.
2. Either party may terminate this Agreement by providing at least five days' written notice.
3. If the Merchant commits a material breach of this Agreement, such as fraudulently using the PayTAROT system, the Agreement may be terminated immediately, with CARTIUM retaining the right to withhold any unpaid amounts due to the Merchant.
4. Termination of this Agreement does not affect accrued rights or liabilities of either party.

8. Indemnification

The Merchant agrees to indemnify and hold CARTIUM, its affiliates, and their employees and agents harmless from any claims, losses, or damages arising from the Merchant's services, including tax obligations, customer claims, and breaches of this Agreement.

9. Miscellaneous

1. This Agreement contains the entire understanding between the parties and supersedes all prior agreements.
2. No terms or conditions introduced by the Merchant shall be binding unless agreed to in writing by CARTIUM.
3. This Agreement shall be governed by the laws of Malta, and any disputes shall be subject to the exclusive jurisdiction of the Maltese courts.