

## **Terms and Conditions (User Agreement)**

**Last Updated: November 4, 2025**

### **General Provisions**

This Terms and Conditions document (hereinafter the "Terms") constitutes a legally binding agreement between you (hereinafter the "User", "you", or "your") and Mesilat LTD, a legal entity incorporated under the laws of the Republic of Cyprus (registration number: HE 444113; registered address: 12 Nikolaou Lazarou Street, 304, 3020, Limassol, Limassol, Cyprus) (hereinafter "Mesilat", "we", "us", or "our") (collectively the "Parties").

Mesilat operates the Platform (as defined below) and acts as the **Merchant of Record** and seller of record for all transactions conducted through the Platform with End Buyers. This means that Mesilat is the contractual party to the sale for the End Buyer, responsible for processing payments, order fulfillment, customer service, and handling tax collection and remittance for such sales.

The Platform (hereinafter the "Platform") refers to a suite of services enabling the sale of goods or services online through various digital systems, including the Mesilat website, its subdomains, graphical interfaces, mobile applications (iOS, Android), APIs, social media modules, and other web resources or systems as designated by us periodically.

These Terms form a public offer addressed to an unspecified number of persons. By accessing or using the Platform, you confirm that you have read, understood, and accepted all provisions herein, constituting your unconditional acceptance. If you do not agree with these Terms, you must immediately cease using or accessing the Platform, Account, or related functionalities.

We reserve the right to amend these Terms at our sole discretion without prior notice. Amendments take effect upon publication on the Platform. You are responsible for regularly reviewing the current version of these Terms and their appendices, bearing sole responsibility for any consequences of failing to do so. Continued use or access to the Platform or its services after amendments signifies your acceptance of the revised terms.

Acceptance of these Terms includes agreement to the Privacy Policy (hereinafter the "Privacy Policy") and the Anti-Money Laundering and Counter-Terrorist Financing Policy (hereinafter the "AML/CFT Policy").

### **Definitions**

To ensure clarity and avoid misinterpretation, the Parties agree on the following definitions:

- **User:** You, an individual or legal entity verified and approved by us as a client, granted access to the Platform per these Terms. This includes individuals who

access or use the Platform to a permissible extent without completing registration.

- **Account:** A secure section of the Platform comprising protected pages created upon registration, enabling Platform use and interaction, accessible via a login and password.
- **Content:** Informational materials or data designed to educate, entertain, inform, or convey messages, including but not limited to educational courses, articles, images, videos, audio recordings, interactive materials, or other communication formats.
- **Payout Balance:** A system within the Account reflecting the earnings due to you from sales of your Content, goods, or services to End Buyers, net of our fees and any applicable Taxes collected and remitted by us as the Merchant of Record.
- **Login and Password:** A unique set of characters created during registration for accessing the User Account.
- **End Buyer:** An individual or entity purchasing or using your Content, goods, or services through the Platform. The contractual seller of record for the End Buyer is Mesilat.
- **Merchant of Record:** Mesilat LTD, which is the entity that sells the goods or services to the End Buyer, is responsible for the transaction, and assumes the liability for the sale, including tax collection and remittance.
- **Registration:** The process of creating an Account, selecting a login and password, and providing basic information about you, your products, or services for Platform use under these Terms.
- **AML/CFT Policy:** Mesilat's internal policy designed to prevent the use of the Platform for money laundering and terrorist financing, as may be amended from time to time.

Undefined terms shall be interpreted per the Terms. If unclear, interpretation shall follow: (1) Cyprus law, (2) Platform content, and (3) common Internet usage.

### **III. Registration and Use of the Account**

To access Platform services, you must complete the registration process, create an Account, and successfully verify your identity. We may use various authentication methods, but we cannot guarantee their complete security or effectiveness against unauthorized access.

Registration does not guarantee full service access. Pre-verification, only general service information is available. Verification requires providing specific information and

documents, which you confirm are complete, accurate, and truthful. The scope of required information depends on your status (individual or entity), activities, location, tax identification numbers, and other relevant data.

If we doubt the accuracy or completeness of your information, we may request additional details or documents and repeat verification if necessary.

To register and verify, you must:

- Have the legal capacity and authority to enter and perform these Terms, or, if acting for a legal entity, ensure the entity is duly registered, financially stable, and not in liquidation, reorganization, or bankruptcy.
- Not be a resident of jurisdictions where we do not offer services.
- Create an Account per Platform instructions, providing all requested data.
- Pass all required identity and security checks, bearing costs for document compilation, certification, notarization, or translation.

Individual Accounts are for personal use only, not on behalf of third parties. Corporate Accounts for third parties require authorization and approval by our compliance team. You warrant that authorized representatives:

- Are permitted to access and use the Platform on your behalf;
- Accept changes to these Terms on your behalf.

You must ensure representatives are informed of and comply with these Terms.

We may periodically request additional identification and tax-related measures. You agree to provide all requested information and documents. You must promptly notify us of changes to your name, representative, address, activities, tax residency, or taxpayer identification number.

You consent to us verifying your identity directly or through third parties to prevent fraud, money laundering, or other criminal activities, and we may act based on verification results, potentially requiring duplicate submissions. Your personal information may be shared with verification or fraud prevention agencies, which may respond fully to our inquiries.

We may request identification-related information from institutions with prior business relations with you. We may suspend, freeze, or cancel Accounts used by unauthorized persons. You must immediately report suspected unauthorized Account use. We are not liable for losses from authorized or unauthorized use.

Only one Account per User is permitted. You are fully responsible for all Account activities. Accounts are either Individual (for individuals) or Corporate (for entities). You

confirm you are the sole beneficial owner or will notify us otherwise before opening an Account.

We may refuse, suspend, or terminate Accounts at our discretion. You are responsible for Account security and activities.

**You agree to comply at all times with our AML/CFT Policy, as updated from time to time, and to provide all necessary information and cooperation to fulfill our regulatory obligations.**

#### **IV. Rights of Mesilat**

We reserve the right to:

- Modify the Platform's design, services, scripts, or software at any time;
- Send necessary email notifications related to Platform use;
- Moderate or remove Content violating these Terms, and suspend, restrict, or terminate access to Platform sections or services with or without notice;
- Block or restrict access for any reason, including legal or Terms violations, without liability for losses or obligation to disclose reasons;
- Audit the quality of services provided to End Buyers;
- Conduct server maintenance, temporarily suspending Platform access;
- Use your name, trademarks, or logos for advertising Platform services, revocable by notice to [legal@mesilat.com](mailto:legal@mesilat.com);
- Update Platform software to enhance performance or comply with Cyprus law;
- Use de-identified data for analysis, marketing, or research per applicable law;
- Determine and modify our fee structure and payout rates;
- As the Merchant of Record, calculate, collect, report, and remit applicable Taxes to the relevant tax authorities.

#### **V. Rights and Responsibilities of the User**

**You have the right to:**

- Access and use the Platform for its intended purpose;
- Publish compliant Content;

- Access Platform reference materials;
- Receive technical support for Platform issues;
- Seek dispute resolution assistance.

You may receive earnings from the sale of your Content, goods, or services to End Buyers through Platform services, with your earnings viewable in your Payout Balance.

**You agree to:**

- Secure your login and password;
- Regularly review these Terms;
- Be responsible for all Account actions and consequences;
- Avoid posting Content that violates laws, offends, misleads, infringes intellectual property, or contains inappropriate material;
- Comply with these Terms and maintain confidentiality of commercial, technical, and personal data per these Terms;
- Accept risks of inaccurate or offensive Platform information and report such issues immediately;
- Provide and update accurate information about yourself, your goods, services, and your tax status (including VAT/GST identification numbers) via the Platform;
- Be accountable to End Buyers for the quality, delivery, and legitimacy of the goods or services you provide;
- Pay applicable fees per Section VII;
- Respond to End Buyer complaints regarding the quality or delivery of your goods or services within 24 hours, providing a written report;
- Obtain End Buyer consent for personal data processing and transfer per Section IX;
- Cover Platform costs for End Buyer order cancellations and independently manage your obligations to End Buyers, acknowledging that we are the Merchant of Record in the transaction with the End Buyer.
- **Comply fully with our AML/CFT Policy, including cooperating with any ongoing due diligence, transaction monitoring, and reporting requests.**

**VI. Taxes and Merchant of Record Model**

**6.1. Merchant of Record.** Mesilat acts as the Merchant of Record (MoR) for all transactions where End Buyers purchase your Content, goods, or services through the Platform. As the MoR, Mesilat is the seller of record towards the End Buyer, responsible for invoicing, processing payments, and is primarily liable for the sale of the goods or services.

**6.2. Tax Collection and Remittance.** As the Merchant of Record, Mesilat is responsible for calculating, collecting, reporting, and remitting to the competent tax authorities any and all applicable sales, value-added, goods and services, or similar taxes (collectively, "Taxes") on transactions conducted through the Platform. The price displayed to the End Buyer is inclusive of such Taxes where applicable.

**6.3. User Information and Cooperation.** You are solely responsible for providing and maintaining accurate information in your Account regarding your location, tax residency, and any applicable tax identification numbers (e.g., VAT ID). You must promptly update this information upon any change. You agree to cooperate with Mesilat and provide any necessary documentation to ensure the correct application of tax rules, including those related to reverse charge mechanisms or exemptions. Failure to provide accurate information may result in incorrect tax calculation and may be a basis for termination of your Account.

**6.4. Payouts.** Your earnings, as reflected in your Payout Balance, are calculated on the net amount received by Mesilat from the End Buyer, after deduction of our fees and the Taxes we have collected and are obligated to remit.

## **VII. Payment Policy and Payouts**

**7.1. Fees.** Platform use may incur one-time, monthly, or annual fees, displayed during registration and in your Account dashboard. We may modify fee structures at our discretion, effective upon posting in your Account or email notification.

**7.2. Payment Processing.** As the Merchant of Record, Mesilat facilitates all payments from End Buyers. Payments are processed via our partners' secure payment gateways using SSL encryption. If your bank uses Verified Secure Code for Visa or MasterCard, a special password may be required. Payment confidentiality is ensured by the bank, and data is not shared with third parties except as required by Cyprus law. Payments comply with Visa and MasterCard requirements.

**7.3. CESOP Reporting.** Mesilat works with its designated Payment Service Providers (PSPs) who are responsible for compliance with reporting obligations such as the Central Electronic System of Payment information (CESOP). Mesilat will provide necessary transaction data to these PSPs to facilitate such compliance.

**7.4. Payouts to User.** Your earnings from sales, minus our fees and any applicable Taxes, will be credited to your Payout Balance. Payouts to your designated bank account will be made in accordance with the schedule and methods specified within the Platform. You are responsible for providing accurate payout information.

## **VIII. Content**

You are responsible for ensuring all Content complies with these Terms and applicable laws.

We strictly prohibit the following categories of content:

1. **Illicit and Illegal Activities:** Content that promotes, facilitates, or instructs in illegal activities, including but not limited to fraud, money laundering, terrorist financing, tax evasion, or the creation and distribution of illegal substances.
2. **Adult and Sexually Explicit Material:** Pornography, sexually explicit content, adult services, or any obscene material. This includes non-consensual intimate imagery (e.g., "revenge porn").
3. **Hate Speech and Discrimination:** Content that incites violence, harassment, or hatred against individuals or groups based on race, ethnicity, religion, gender, sexual orientation, disability, or any other protected characteristic.
4. **Intellectual Property Infringement:** Unauthorized distribution of copyrighted, trademarked, or patented materials (e.g., pirated courses, counterfeit goods).
5. **Financial and Investment Advice (Unauthorized):** Content providing specific financial, investment, or trading advice unless created and verified by a licensed and accredited professional or institution, with clear disclaimers.
6. **Misinformation and Deceptive Practices:** Content that is deliberately false or misleading, including medical misinformation with potential for public harm, fake news, or "get-rich-quick" schemes.
7. **Violent and Harmful Content:** Content that glorifies, promotes, or provides instruction on extreme violence, self-harm, or cruelty to animals.
8. **Regulated and High-Risk Products/Services:** Content related to the sale of weapons, ammunition, pharmaceuticals, nicotine/tobacco products, or unlicensed gambling services.
9. **Spam and Deceptive Marketing:** Content designed primarily to deceive users for financial gain, such as phishing schemes or pyramid schemes.

We reserve the right to remove any content that, in our sole discretion, violates these policies and to suspend the accounts of creators who post such content.

## **IX. Personal Data**

You confirm that you have obtained necessary consents for processing and transferring End Buyer personal data to us in compliance with GDPR and Cyprus law. We process

personal data per our Privacy Policy as the Merchant of Record. You are responsible for ensuring compliance with data protection laws in your interactions with End Buyers.

## **X. Dispute Resolution**

Disputes arising from these Terms shall be resolved under Cyprus law. You agree to attempt resolution through negotiations within 30 days of a written claim, including:

- Date and time of the issue;
- Circumstances of the issue;
- Specific demands;
- Your authorized representative's signature and seal (if applicable).

If unresolved, disputes shall be settled in Cyprus courts.

## **XI. Arbitration**

Where permitted by Cyprus law, disputes may be submitted to arbitration, with procedures agreed upon by the Parties.

## **XII. Force Majeure**

We are not liable for non-performance due to events beyond our control, including natural disasters, epidemics, military actions, or governmental measures, provided we take reasonable steps to mitigate impacts.

## **XIII. Notices**

Communication is conducted electronically via your Account, email, push notifications, or other electronic means, with full legal force equivalent to written documents. You are responsible for maintaining accurate contact information and bear risks of non-delivery due to errors or technical issues.

You may withdraw consent for electronic notifications, but this may result in restricted Platform access. We are not liable for non-delivery due to inaccurate contact details or technical problems.

## **XIV. Terms of the Agreement and Procedure for Termination**

These Terms take effect upon your acceptance and remain valid until terminated. Either Party may terminate with 30 days' written notice. We may suspend or terminate your Account for:

- Violation of these Terms or applicable laws;
- Fraudulent or misleading activities;

- Failure to provide required information, including tax information;
- Multiple End Buyer complaints or misleading information;
- Legal or governmental obligations;
- Suspected unauthorized Account use;
- Liquidation or death notifications;
- **Violation of our AML/CFT Policy.**

We may delete Content or subscriptions at our discretion without liability. You agree not to claim damages for Account suspension or termination, bearing any related costs. We will attempt to notify you of termination or suspension. These Terms survive Account termination.

## **XV. Limitation of Liability**

Platform services, materials, and information are provided "as is" without warranties beyond those in these Terms. We disclaim implied or statutory warranties (e.g., merchantability, fitness for purpose) unless required by Cyprus law. You bear all risks of Platform use, including compatibility issues or unmet expectations.

We are not liable for:

- Damages from unforeseen events beyond our control (e.g., force majeure);
- Interruptions, delays, or failures in Platform services;
- Transaction processing failures;
- System maintenance or third-party issues;
- Unauthorized use of your device or Account;
- Theft or loss of your device;
- Illegal use of Platform services;
- Loss of profits, revenue, opportunities, or data;
- Hacking, tampering, or unauthorized access;
- Your obligations to End Buyers, for which you remain solely responsible, notwithstanding our role as Merchant of Record in the sales transaction.

Liability is limited to the cost of Platform access during the period of damage, per applicable fees. Claims must be individual, not class-based. We do not guarantee Content accuracy or uninterrupted, secure, error-free Platform access. You indemnify us for claims arising from your violations of these Terms, including claims related to your Content or your obligations to End Buyers.

We are not liable for third-party website content, products, or services linked through the Platform. You assume risks of using such links and must review third-party terms.

## **XVI. Final Provisions**

These Terms, Privacy Policy, AML/CFT Policy, and Platform legal notices form the entire agreement, superseding prior agreements. We do not accept User amendments. Registration confirms unconditional acceptance.

You may not assign rights or obligations under these Terms. We may assign without notice or consent. Invalid provisions shall be modified under Cyprus law without affecting other provisions. Our failure to enforce provisions is not a waiver.

Communication is electronic, with legal force equivalent to written documents. You are responsible for accurate contact information. Disputes are governed by Cyprus law and resolved in Cyprus courts.

For complaints or legal inquiries, contact [legal@mesilat.com](mailto:legal@mesilat.com) in English for prompt, fair resolution.