

TERMS OF USE

Updated: June 29, 2020

This document is written in English. To the extent that any translated version of this document conflicts with this English version, this English version shall prevail.

By using this website <https://intensity.today> any of its sub-domains and any mobile device application or desktop application developed by us or on our behalf (together, the "**Websites**" and "**Website**" being a reference to any one of them) you agree to comply with these Terms of Use and all other Documents of the Company. Please read these Terms of Use and other documents carefully before using this Website. Having registered, you are considered to have accepted these Terms of Use in full, without any reservations or exceptions. In case you disagree with any of the provisions of this document, you are not entitled to use the services of the Website. These Terms of Use apply to all your activities on the Website, Intensity.today mobile applications, our APIs and other related services ("**Services**").

When we refer to "we", "us" or "our", we mean OTON Market OU, a company registered according to the laws of Estonia with company registration number 14832129 and a registered office at Harju maakond, Tallinn, Lasnamae linnaosa, Punane tn 6-219, 13619. (the "**Company**"). Where we refer to "you" or "your" we mean you, the person using the Services.

YOU MAY NOT ACCESS AND USE THIS WEBSITE IF YOU DO NOT WISH TO BE BOUND BY THIS DOCUMENT AND/OR ANY OTHER DOCUMENT OF THE COMPANY.

By registering on this Website, you confirm and warrant that:

- You accept and agree to comply with these Terms of Use and other Company Documents;
- You have reached the age at which you can enter into a legally binding contract;
- The legislation of your country of residence and/or citizenship and/or country from which you access or use the website does not prohibit you from using this Website;

Intensity.today has been created to share knowledges between people around the world on a mono-platform using advanced technologies.

1. Terms and definitions

For the purposes of these Terms of Use, unless the context otherwise requires, the following terms shall have the following meanings:

«**Affiliate Program**» our partnership affiliate program on oton.org platform.

«**Consultation**» personal consultation on certain issues provided online by Expert on the Website.

«**Content**» includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services and the Website.

«**Expert**» person which is an expert in certain sphere that provides personal consultations on the Website.

«**Services**» means services provided on the Website.

«**Technical Support Service**» means a company and/or a technical specialist who provides technical support services to the Website and other Services to the Company.

«**User**» means a person who has access to the Website (regardless of whether such person has registered on the Website) and who uses the Website.

«**Website**» means the website <https://intensity.today>.

Interpretation of references:

For the purposes of these Terms of Use, unless the context otherwise requires, any reference:

- to "the clause" or "the paragraph" is a reference to the clause or the paragraph hereof;
- to "these Terms of Use", is a reference to the terms of use of the Website in force at that time or amended in accordance with the provisions hereof;

- to "a person" includes individuals, legal entities, partnerships, other non-legal entities or associations of persons and any state or public authorities;
- to "a right" includes authority, a measure of legal protection and freedom of action.

General Interpretation

- words used in the plural refer to both the singular and vice versa;
- words used in masculine, neuter and feminine refer to all genders;
- the words "other" and "including" do not infringe on the general meaning of the words ahead and should not be interpreted as referring only to an anterior word where a broader interpretation is permitted.

The headings hereof do not affect the interpretation.

2. Registration.

You need an account for most activities on our Website, including to purchase Consultation. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account.

If you share your account login credential with someone else, you are responsible for what happens with your account. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our Technical Support Service. We may request some information from you to confirm that you are indeed the owner of your account.

You may also use your account in Affiliate Program (oton.org) to access and login on our Website.

Each individual User has the right to register and to have only one account on the Website. You must log in to the Website each time you wish to use the Website through the authorization procedure. The authorization takes place using the following methods: entering your email address and password, a

two-factor authorization code, a hyperlink via e-mail, automatic authorization using cookies and other methods. You may use all of the above methods at the same time, or by using any of the methods separately.

If your account cannot be authorized, due to lockout or for any other reason, you should contact the Technical Support Service.

In the event that you lose your password for your account, it is technically impossible to restore it. If you therefore lose your password, you should immediately contact Technical Support Service and request to close your account. After your account has been closed, you will thereafter be entitled to create a new account using the same e-mail address.

You must immediately notify the Technical Support Service as soon as you become aware of any breach of security or unauthorized use of your account.

You must not allow access of your account for use by third parties. Your account may be transferred by you to any third party within inheritance and/or under the contract. At the same time, for the transfer of an account, a third party is required to provide information requested at registration, as well as documents and/or pass the personal verification upon request of the Company. We have the right to request confirmation of a current and/or new owners of an account as well as documents confirming the transfer of the account.

3. Purchase of the Consultation and Payments

To get more information about Consultation, their prices, conditions, available time and dates please visit this page <https://intensity.today/en/consultations>.

Payments for online Consultations are non refundable. It is also impossible to change the date and time of the Consultation after you paid for it.

If you are a User located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales the price you see may include such taxes.

We use the following payment methods on our Website: Visa, MasterCard, Visa Electron, Bitcoin, Ethereum and other cryptocurrencies. Please note: We do not accept cash on delivery or instalments as payment.

Fiat Currency Payment

We use acquiring provider at our sole discretion for all our fiat currency transaction processing as it is a highly recognized, reputable and reliable system. The payment provider may change at any time without notice.

Once you choose to purchase and click pay, you will be taken through the payment process managed by acquiring provider at our sole discretion, where you should follow the online instructions.

Please note that additional charges may be implied for cards payments.

Crypto Currency Payments

We may allow payments on the Website using a crypto currency that means multiple crypto coins to make a payment (the "**Crypto Currency**"). We have the right to add or remove Crypto Coins at any time, and a Crypto Coin available at one moment does not require it to be available at the next moment. Unless stated otherwise, the Crypto Currency service is in trial and/or beta, meaning we expect some issues until fully released, and whilst we will make every effort to avoid it, we cannot be held liable for any financial (or other) loss that may incur using this form of payment.

Unless stated otherwise, we are using the service acquiring provider at our sole discretion to power our Crypto Currency payment service. We must abide by their service regulations and we cannot be held responsible for accidents, errors or mishaps that are caused due to malfunctions and/or error within their service.

All Crypto Currency transactions are calculated on an exchange rate between a Crypto Coin and EUR (the "**Crypto Exchange Rate**") may be altered by us, without notice, to allow for fluctuations in the exchange rate between the time period from you placing an order, making payment and us receiving payment. This is important as this means the price you may be shown to pay using Crypto Currency is not constant, nor is it a reference amount for any future purchase and/or refund of the same item/product. For example, if you pay for an item listed as EUR 100 using Crypto Currency, you may pay an amount in Crypto Coins that may then be different in the next moment. Although we may offer a payment in BitCoin, the legal value of the transaction is the amount first shown in EUR; this would be the amount used for conversation and dealings in any future refund.

At the point, you confirm to make a purchase you will be presented with the amount of Crypto Currency to pay. You will also be told the wallet address to send the required amount of Crypto Currency to, and you will be shown a time-limit. Unless stated otherwise this time limit is no longer than 30 minutes. The exact amount requested by us must be sent to the correct wallet address and both received and processed inside the time limit or your order may be

cancelled. It is strictly your responsibility to make sure the correct amount (no more or no less) is sent to the accurate location in the right time. We will take no responsibility for errors should you make a mistake.

We may still process an order where funds are received after the time limit should we choose to do so.

Due to the nature of Crypto Currency, if you send more/over than the amount requested, whilst we will make efforts to return overpaid amount we cannot guarantee or promise that this will occur. When calculating the overpaid amount, unless decided otherwise by us, we may use the Crypto Exchange Rate as the rate to return payment of the overpayment in the same currency you paid in.

If you send less than the required amount, your order will be cancelled. Whilst we will make efforts to return underpaid amount in the same currency we cannot guarantee or promise that this will occur. When calculating the underpaid amount, unless decided otherwise by us, we may use the Crypto Exchange Rate as the rate to return payment of the overpayment in the same currency you paid in.

It may be the case that you have sent us the correct amount during the time limit but there was not enough time for the payment to be processed. The time for processing is controlled by the network and outside our control. Should this be the case your payment may be classed as underpaid and cancelled. To avoid this, we suggest you make payment immediately after placing the order and being shown the information to do so.

If you have made an error, please contact us and we will aim to assist you.

4. How to become an Expert.

To become an Expert you need to pass registration procedure on the Website and create your personal account. You shall be required to perform certain settings in your Account such as price, time table, etc.

By posting Content on the Website, you retain all rights to your Content, but you agree to grant limited license rights to Users.

By posting the Content on the Website, you understand and agree that you are solely responsible for your own Content and for the consequences of downloading or posting on the Website. The Company does not express support for any Content or any of the opinions, recommendations or advices expressed therein, and in any way the Company shall not bare any liability regarding such Content.

By placing the Content, you guarantee that you possess (and will possess) all the necessary licences, rights, approvals and permissions that are required for the Users and other persons having access to the posted Content to be able to use the Content lawfully.

By placing the Content on the Website, you agree that it shall fully comply with these Terms of Use.

You agree not to upload, post or make available any Content containing materials possession and distribution of which is illegal, or use, possession or distribution of which via Website, would be unlawful.

You agree that the Content you post will not contain materials that are subject to copyrights or other rights of a third party (including the privacy rights or the right to display a citizen). If you do not have the consent or permission to do so from the rights holder or you do not have any other legally justified right to upload the Content to the Website, post and make available to the public the relevant material, as well as grant the license specified hereof you will not post such Content on Website.

Neither the Company nor the Users shall be liable to you for any third party use (legal or illegal) of the Content posted by you.

Despite the fact that the Company does not monitor the materials displayed and published by the Users on an ongoing basis, the Company may delete or change inappropriate materials or terminate any unauthorized actions that have become known, as well as suspend or block the access of the User in whole or in part, block the ability to withdraw funds from the User's account.

It is strictly forbidden to use the Website to distribute any materials which:

- Contain illegal information or promote illegal activities;
- Contain real threats or contribute to the acts of violence;
- Contain extremist materials and files, the content of which is aimed at inciting ethnic dissension;
- Insult other Users;
- Violate intellectual or private property or any other rights;
- Can be regarded as spam;
- Otherwise violate these Terms of Use.

Please note that the Company may put forward additional rules and requirements.

5. Availability of Content.

We do not guarantee that any Content will be made available on the Website or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Use, or for no reason at all and (ii) to remove or block any Content from the Services.

6. Third Party Services.

The Website and Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

The Company recommends that you are familiar with the privacy notice and terms of use of third-party internet websites and resources to which you navigate from the Website.

7. Termination.

If you wish to terminate your account, you may do so by following the instructions on the Website or through the Services. Any fees paid hereunder are non-refundable. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability.

8. General restrictions on the use of the Website

The Company grants you access to the use of the Website under condition that you refrain from the following actions, which, if performed, will be considered as a breach of these Terms of Use:

- to change and modify any part of the Website;
- to use the Company's logo without an explicit written consent of the Company;
- to access the Content using any technology or instruments other than built-in video playback technologies on the Website itself or other such instruments that the Company may specifically provide for this purpose;

You shall not perform (or attempt to perform) the following actions: circumvent, disable or otherwise interfere with any security-related to the Website or the Website's safeguard measures aimed:

- to prevent or restrict the use and/or copying of any Content on the Website;
- to impose restrictions on the use of the Website;
- to impose restrictions on the use of information that can be accessed through the Website;
- to hack or bypass security measures or authentication, as well as other means to check the vulnerability of systems or networks;
- to use and run any automated system (including, without limitation, any robots, spiders or standalone readers) that accesses the Website in such a way that more requests are sent to the servers over a certain period of time than it is able to do by a User in the same period using a public, standard (i.e. unmodified) web-browser;
- to download files, viruses, trojans, other malicious programs or inoperable files to the server; to use and distribute computer programs such as "auto" and "macro" or other so-called "cheats" (cheat utilities);
- to use legally protected images, logos, photographs, graphics, video, music, sound recordings, texts, trademarks, trade names, designations, software products or other works and signs without the consent of the right holder or right holders or without the permission prescribed in applicable law or regulation;

- to disseminate statements about the physical disadvantages of people, religious and political content, humiliating human dignity, inciting hatred and enmity;
- to help or assist other persons to carry out any actions from this list or to call for them.

You understand and acknowledge that when using the Website you may encounter Content that does not correspond to facts, that is offensive, indecent or otherwise objectionable. You waive any claims to the Company with respect to any such Content.

9. Licensed rights

When you upload or post Content on the Website, you provide Users and the Company who have an access to the Content with a free of charge non-exclusive license to access the Content on the Website, and to use the Content to the extent permitted by these Terms of Use.

The above license is granted for the entire duration of your exclusive rights to such Content, if it has not been previously removed or deleted from the Website. The above-mentioned license for written comments that you submit as Content is provided for the duration of your exclusive rights for such written comments.

Users and the Company are not required to provide you with reports on the use of the Content you have posted.

It is prohibited to download, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise use such Content for any purpose without the prior written consent of the copyright owners of such Content.

10. Copyright policy

The Company respects the rights and opposes the violation of copyright and any intellectual property rights of the Users. Users and other persons are obliged to notify the Technical Support Service immediately about any copyright infringements they become aware of.

The Company authorizes the Technical Support Service to investigate every case of copyright infringement. You are liable in accordance with applicable law in the event of a breach of third party copyright contained in Content uploaded by you.

11. Exclusion of Warranties

The use of the Website is provided on an "as is" basis and the Company does not provide any guarantees, representations or warranties to the Users. The Company together with you, undertakes and will take all possible actions to make the use of the Website safe, uninterrupted, timely, convenient and responsive to the needs of the Users.

The Company as well as all Users shall make every possible effort that:

- The Website is available without any interruptions and errors and to rectify any issues in a timely manner;
- The Website or its server do not contain viruses or other malicious programs;
- The Content or other information posted on the Website is complete, correct and accurate;
- There are no cases of unauthorized access to the Content, to your personal data (if any), to your account, and to the content of the Website.

No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Website. You agree that you access and use of the Website, its services and related materials shall be at your own risk.

12. Processing and protection of personal data:

By registering on the Website, you express your consent to the processing of your personal data (if any) in accordance with Privacy Policy.

13. Exclusion of liability

The Company is not liable for any direct or indirect, actual, exemplary damages, including but not limited to: lost profits (incurred directly or indirectly), loss of revenue, loss of commercial reputation, loss of opportunity or loss of data, goodwill or other intangible assets, incurred by you as a result of using the Website. The User as a result of whose actions you suffered damage, is responsible to you independently. Neither the Company nor other Users bear joint or subsidiary liability for the damage caused to you.

You agree that you are fully liable to the Company, the Users and other persons for any actions you perform on or related to the Website, if these actions

violate these Terms of Use and/or other Company's Documents or obligations and prohibitions established by applicable law. Persons specified above shall have the right to demand from you compensation for the losses caused by your actions in accordance with applicable law.

The Company does not consider and does not resolve disputes arising between the Users.

By using the Website, you are fully responsible for complying with all laws and regulations applicable to you in your country of residence and/or citizenship or the country from which you access the Website.

You undertake to protect the Company and the Users of the Website from third parties claims, to exclude from liability, as well as to reimburse expenses and damages, including legal costs associated with:

- a) your use or attempt to use the Website in violation of these Terms of Use;
- b) the violation of the law or the rights of third parties from your side;
- c) the User's Content, including any claims regarding the appropriation of intellectual property or violation of other property rights.

14. Indemnification.

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Website, the Services, Content, or otherwise from your User Content, your violation of these Terms of Use, or infringement by you, or any third party using your account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defense.

15. Changes to these Terms of Use.

This document may be amended by us at any time by posting new updated version on the Website.

If you continue to use the Website you are deemed to have accepted such changes.

16. Applicable law and jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of the Estonia. If you reside in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>. If you would like to bring a matter to our attention, please contact us support@intensity.today.

17. General legal conditions

If a court competent to consider such a matter, decides that any provision hereof is void, such provision shall be excluded from these Terms without affecting the remaining provisions. At the same time, the remaining provisions shall remain in force.