

(ANNEX A) Terms and conditions

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") governs the relationship with users and others who interact with Winto platform. By using or accessing the Winto platform, you accept this Statement, as updated from time to time in accordance with Winto's needs.

Privacy

Your privacy is very important to us. We encourage you to read our Privacy Policy and to use it in the best way possible. Winto is available to users for any necessary clarification. To obtain any information relating to the Privacy Policy or data use please contact us via email (-) , or call our helpline(-).

Definitions

By "**Winto Platform**" we mean the features and services we make available, including through (a) our Winto website and any other Winto branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins, and (d) other items, software (such as a toolbar), devices, or networks now existing or later developed.

By "**Platform**" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Winto Platform or provide data to us.

By "**Information**" we mean facts and other information about users, including actions taken by users and non-users who interact with Winto.

By "**Content**" we mean anything users post on Winto Platform which is not included in the "Information" definition.

By "**Data**" or "**User's Data**" we mean any data, including a user's content or information that you or third parties can retrieve from Winto or provide to Winto through Platform.

By "**us**", "**we**" and "**our**" we mean Anturium Business Promotions Ltd society.

By "**Post**" we mean post on Winto or otherwise make available by using Winto Platform.

By "**Use**" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works.

By "**User**" we mean a person who completed the registration process on Winto Platform.

By "**Active registered user**" we mean a user who is logged in to Winto platform at least once in the last 30 days.

Sharing Your Content and Information

- You own all of the content and information you post on Winto Platform, and you can control how it is shared through your privacy and application settings.
- For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give Winto the following permission, subject to your privacy and application settings: you grant Winto a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Winto (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

- When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- When you use an application, the application may ask for your permission to access content and information that others have shared. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our Data Policy and Platform Page)
- When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Winto, to access and use that information, and to associate it with you (i.e., your name and picture).
- We always appreciate your feedback or other suggestions about Winto Platform, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

Safety

We do our best to keep Winto safe. We also need your help to keep Winto safe, which includes the following commitments by you:

- 1. You will not post unauthorized commercial communications (such as spam) on Winto**
- 2. You will not collect users' content or information, or otherwise access Winto Platform, using automated means (such as harvesting bots, robots, spiders or scrapers) without our prior permission.**
- 3. You will not upload viruses or other malicious code.**
- 4. You will not solicit login information or access an account belonging to someone else in any way.**
5. You will not bully, intimidate, or harass any user.
6. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
7. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
8. Follow our Promotions Guidelines and all applicable laws if you publicize or offer contests, sweepstakes, and other types of promotions on Winto platform.
9. You will not use Winto Platform to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Winto Platform, such as a denial of service attack or interference with page rendering or other Winto Platform functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.

We try to keep Winto Platform up, bug-free, and safe, but you use it at your own risk. We are providing Winto as is without any express or implied warranties. We do not guarantee that Winto Platform will always be safe, secure or error-free or that Winto Platform will always function without disruptions, delays or imperfections. Winto is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Registration and account security

Winto users provide their real names and information. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Winto, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use Winto Platform if you are under 18.
5. You will keep your contact information correct and up-to-date.
6. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account to anyone without first getting our written permission.
8. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

Protecting other people's rights

We respect other people's rights, and expect you to do the same.

We can remove any content or information you post on Winto Platform if we believe that it violates this Statement or our policies.

We provide you with tools to help you protect your intellectual property rights.

If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.

If you infringe other people's intellectual property rights, we will disable your account when appropriate.

You will not use our copyrights or Trademarks (including Winto Platform logo) or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.

If you collect information from users, you will: obtain their consent, make it clear you (and not Winto Platform) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

You will not post anyone's identification documents or sensitive financial information on Winto Platform.

You will not tag users or send email invitations to non-users without their consent. Winto Platform offers social reporting tools to enable users to provide feedback about tagging.

You will not enable, implement, develop or contribute in any form to actions or activities of any kind that might damage directly or indirectly Winto platform and its entire community.

Payments

- If you make a payment or use credits on Winto Platform, you should follow payment instructions given from time to time.

Dissolution

- If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Winto Platform to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your position at any time. In all such cases, this Statement shall terminate.

Disputes

- You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Winto Platform exclusively in accordance with Maltese law, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of Malta will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
- If anyone brings a claim against us related to your actions, content or information on Winto Platform, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Winto Platform and are not responsible for the content or information users transmit or share on Winto Platform. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Winto Platform. We are not responsible for the conduct, whether online or offline, of any user of Winto Platform.

If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any of this Statement, it will not be considered a waiver of the right not exercised.

Any amendment to or waiver of this Statement must be made in writing and signed by us.

You will not transfer any of your rights or obligations under this Statement to anyone else without Anturium Business Promotions Ltd consent.

All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets or transaction.

This Statement does not confer any third party beneficiary rights.

We reserve all rights not expressly granted to you.

You will comply with all applicable laws when using or accessing Winto Platform.