

License Agreement

Dear User!

The License Agreement (hereinafter referred to as the Agreement) is concluded between OOO (limited liability company) "Winance" (hereinafter referred to as the Licensor) and the Internet user (any individual who has attained the age of 18 years, an individual entrepreneur, or a legal entity) (hereinafter referred to as the User) of the Computer Program "Internet-service winance.eu" (hereinafter referred to as the Web site). The Web site is available on the Internet at <https://winance.eu>, and represents a computer program in the form of an investment Web site that provides an opportunity to make financial transactions under the terms of the Agreement.

Before starting to use the Web site and its software, please, read carefully the terms of the Agreement. Since the User begins to use the Web site/its individual functions, or completes the registration procedure, the Agreement enters into force, and the User is deemed to have accepted the terms of the Agreement, as well as the conditions of all the documents specified below in their entirety and without any reservations and exceptions. If you disagree with the terms of the Agreement, you may not use the Web site.

Using the Web site the User accepts the following documents as integral parts of the Agreement:

"Privacy Policy" posted on the Internet at <https://winance.eu/en/site/privacy-policy/>

"Regulations on commercial secrets and the users' personal data processing on the Web site <https://winance.eu>", posted on the Internet at <https://winance.eu/en/site/personal-data/>

The specified documents (including any of their parts) may be changed by the Licensor unilaterally without any special notification, and the new edition of the documents comes into force from the moment of their publication unless otherwise provided by the new versions of the documents.

The License and all kinds of relationship connected with the use of the Program are subject to the law of the Russian Federation, and any claims arising from the License or the Program use must be filed and considered in court at the Licensor's location.

1. DEFINITIONS AND THEIR INTERPRETATION

1.1. The User is a visitor at the Web site who has started to use the Web site/its individual functions, or has completed the registration procedure as an Investor.

1.2. Investments are own, borrowed and/or raised funds invested by an Investor.

1.3. The Investor is a capable natural person who has reached the age of 18, an individual entrepreneur or a legal entity who has registered on the Web site in order to carry out investment activities.

1.4. Investment activities are investments and implementation of practical actions for the purposes of an Investment project.

1.5. The Investment Project includes the activities stipulated by the Agreement.

1.6. The Internet site is the Web site located on the domain name <https://winance.eu> and designed for investment activities.

1.7. The Personal Account (Account) is a special section of the Web site that enables the Investor to get access to the data on the current condition and statistical information of the personal account, contract details, ongoing works on the project, etc. The personal e-mail address serves as the login to the personal account.

1.8. The Contract is a form of the investment agreement selected by the Investor in the Personal Account.

1.9. The Licensor (or the Administration) is a limited liability company "Winance", a legal entity established under the law of the Russian Federation and registered at Room 1, Building 1, 9 Stolesnikov Per., Moscow, 107031, that possess all the necessary rights to provide the User with the right to use the Web site.

2. STATUS OF THE AGREEMENT

2.1. The Agreement has been developed by the Web site Administration and defines the conditions of use and development of the Web site, as well as the rights and obligations of its Users and Administration. The Agreement's actions are not applied to the relationship connected with the rights and interests of third parties, who are not the Web site Users, but whose rights and interests may be affected by the actions of the Web site Users.

2.2. The Agreement is a legally binding agreement between the User and the Web site Administration, the subject of which are the services on the Web site and its services use (hereinafter referred to as the Services) provided to the User by the Web site Administration.

2.3. The User is obliged to get full knowledge of this Agreement prior to the registration on the Web site. The User's registration on the Web site means the full and unconditional acceptance of this Agreement in accordance with Article 438 of the Civil Code of the Russian Federation.

2.4. This Agreement may be amended and/or supplemented by the Web site Administration unilaterally without any special notice. The Agreement is an open and public document. The current version of the Agreement is located on the Internet at <https://winance.eu/en/site/agreement/>

2.5. The Web site Administration recommends the Users to check regularly the terms of this Agreement for changes and/or additions. The continuation of the Web site use by the User after any changes and/or additions to this Agreement have been made, is regarded as an acceptance and consent of the User with such changes and/or additions.

2.6. The term of the Agreement is not limited unless otherwise is indicated on the Licensor's Web site.

2.7. The Agreement on the financial services provision between the Administration and the Investor is deemed to be concluded from the moment of the funds receipt at the current account of the Administration.

3. THE WEB SITE STATUS

3.1. The Web site winance.eu is an Internet resource and represents a collection of information and computer programs located in the information system that ensures the availability of such information on the Internet at the network address <https://winance.eu>

3.2. All rights to the Web site as a whole and the use of the network address (domain name) <https://winance.eu> belong to the Web site Administration. The latter provides access to the Web site

to all interested parties in accordance with the Agreement and the current legislation of the Russian Federation.

3.3. The Agreement establishes the conditions, under which the rights to the use of information and intellectual property results (including but not limited to literary, musical, audiovisual works and phonograms, graphics and design works, photographic works, and computer programs) being a part of the separate Web site sections may belong to the Web site Users and other persons, who independently created and/or posted these objects on the Web site without direct participation of Web site Administration.

3.4. The Web site Administration grants to the registered Users the right to use the Web site functions for the purpose of investment activities.

3.5. The software is provided upon "as is" conditions (as is).

3.6. The Web site Administration is not responsible for any direct or indirect consequences of any use or inability to use the Software and/or any damage caused to the User and/or third parties as a result of any use, non-use or inability to use the Software or its individual components and/or functions including those caused by possible errors or malfunctions in the operation of the Software, except the circumstances directly stipulated by the legislation in case of the discovery of any guilty activities/omissions of the Administration.

4. SUBJECT OF THE AGREEMENT

4.1. The subject of the Agreement comprises financial activities for the implementation of an investment project related to the trust management in the field of the sports betting.

4.2. The provision of advisory services and technical assistance by the Administration related to the provision of the Internet site for the investment activities.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The investor has the right:

5.1.1. Register on the Web site and have only one account in the system.

5.1.2. Open one or more contracts (including parallel ones).

5.1.3. Take part in the promotion events and contests held by the Administration in accordance with the rules of promotion events and contests published on the Web site.

5.1.4. Become a member of the Partner Program and recruit referrals getting referral fee.

5.1.5. Prematurely withdraw the placed investments less a fine of 10% of the amount of the placed investments and the paid interest.

5.2. The Investor is obliged:

5.2.1. Use only the payment instruments that belong to him (bank cards, electronic wallets) to replenish an account in the system and withdraw funds.

5.2.2. Replenish his account with funds of legal origin.

5.2.3. In case of any personal data changes notify immediately the Administration.

5.2.4. At the request of the Administration provide additional documents including banking ones.

5.2.5. Withdraw funds only with the same method that was used for the account replenishment.

5.2.6. Independently ensure the safety and information security of his data that provide access to the account to third parties. Not to grant access to the account to third parties. Keep the passwords secret.

5.2.7. In case of an unauthorized access and/or loss of access to the communication channels (e-mail address, telephone, etc.) indicated by the Investor as the contact information, the Investor is obliged to report this as soon as possible using the communication methods indicated on the Administration Web site.

5.2.8. If in case of a hacker attack on the User's account and/or contact communication channels an attacker manages to pass as the Investor, the Administration is not liable for any damage that the Investor may suffer as a result of the attacker's actions.

5.3. The Administration has the right:

5.3.1. At any time terminate this Agreement unilaterally if the Investor violates its terms, as well as in other cases if there are sufficient grounds for making assumptions about the Investor's attempts to illegally use the Administration's Web site and the funds transferred to the Investment Project account.

5.3.2. Block the Investor's account in case of a message from the payment systems about any illegal actions of the Investor, as well as at the request of law enforcement agencies.

5.3.3. Refuse to provide the Investor with the services and block the account if the Investor attempts to harm the Investment Project in any way (defamation, hacker attack on the Web site, spam, etc.). In this case, the Administration may initiate the procedure of refund of the placed investments or confiscate the invested funds to cover losses caused to the Investment Project.

5.3.4. At any time, request from the Investor the documents that confirm his identity to identify the owner of the account.

5.3.5. Make changes to this Agreement with a written notice to the Investor sent to the address indicated by the Investor.

5.3.6. Suspend access to all accounts opened by the Investor in case of multiple registrations.

5.3.7. Refuse to withdraw the funds in any other way except the way that was used to deposit them on the account since this operation may have signs of money laundering or an exchange transaction.

5.4. The Administration is obliged:

5.4.1. Ensure confidentiality of Investor's personal data.

5.4.2. Make accruals on the Investor's account according to the terms of the contract.

5.4.3. Comply with the terms of the Agreement fully and completely.

5.4.4. Monitor the performance of the Investment Project Web site and ensure an immediate access to the personal account (account).

6. ACCRUAL PROCEDURE ON THE CONTRACT BASIS

6.1. The interest amount is calculated according to the conditions specified for each Contract. The Contract comes into effect (opens) the next day after the funds become available on the account.

6.2. The interest amount is calculated on a weekly basis starting one week after the opening (start date) of the Contract, as well as at the end of the Contract term. The accrual time depends on the time of the Contract opening and it's determined for the Investor individually.

6.3. The interest on the Contracts are accrued on the balance on the Investor's personal account.

6.4. The Investor has the right to manage the interest amount at his discretion.

6.5. The Investor is not allowed to increase or decrease the investment amount until the expiration of the Contract.

6.6. It is impossible to change the Contract or the Contract's currency as soon as the Contract has been created.

7. SETTLEMENT OF ACCOUNTS

7.1. The Investor can transfer funds to his account in the system within 72 hours from the moment of submitting an application for replenishment by any means available. Upon the expiration of the specified time the application is canceled, and the bank details for the account replenishment become irrelevant.

7.2. The funds transferred by the Investor to his account are credited by no later than 7 (seven) days and are not subject to additional fees on the part of the Investment Project. However, such fees may be charged by the bank or the payment system.

7.3. The funds transferred are credited on the Investor's account in rubles, USD or Euro, but the payment is debited from the bank card or e-wallet in RUB. The conversion is carried out at the rate of the Central Bank of the Russian Federation as of the time of payment. The transfer of funds in foreign currency is possible only with the use of a currency account or payment systems that accept foreign currency. The Partner isn't responsible for incorrect execution of a bank transfer by the Investor.

7.4. Payments are made according to the bank details specified by the Investor in the personal account. The Administration is not responsible for incorrect bank details specified by the Investor and the payments made according to the incorrect bank details.

7.5. Payments are not subject to additional commissions on the part of the Investment project. However, such fees may be charged by the bank or payment system.

7.6. The paid funds are transferred in RUB (except WMZ). The RUB-USD and RUB-EURO conversion is carried out at the rate of the Central Bank of the Russian Federation as of the time of payment. Payments in foreign currency are possible only if the Investor has a foreign currency bank account.

7.7. The maximum payment application processing term totals 5 business days. If the application was submitted after 18:00 Moscow time, the countdown starts from the next business day. After the application has been processed the payment transfer can take from a few seconds (to the e-wallets) to several working days (to the bank cards depending on the issuing bank).

7.8. Payments are made only to the e-wallets and bank cards that belong to the Investor. Payments to any other e-wallets and bank cards are prohibited.

7.9. The Investor agrees that in case of any software malfunctions on the part of the banks, payment systems and processing companies, there may be delays in payments as refers to both funds accrual on the account and payments.

7.10. The withdrawal from the balance must be confirmed by the verification code that was specified during the registration of the application.

8. PARTNER PROGRAM

8.1. The Partner program is available to the Investor in the Personal Account.

8.2. Each Investor receives a unique referral link that ties any recruited participant to the account of the Investor who invited him, immediately upon the registration.

8.3. The Investment project has the right to bar the Investor from participating in the Partner program.

8.4. The partner fee is calculated basing on the referral's income and is credited to the Investor's balance after the income is received by the referral.

8.5. The Investor has the right to dispose of the received fee at his discretion.

8.6. It is prohibited to register multiple accounts to participate in the Partner program or recruit close relatives as referrals.

8.7. The Partner program participants are prohibited to use "gray" and "black" methods to promote their referral links (SPAM).

9. LIABILITY OF THE PARTIES

9.1. The Parties are responsible for the non-fulfillment or improper performance of the obligations imposed on them by the Agreement in accordance with the current legislation of the Russian Federation.

9.2. The payment of fines, penalties and forfeits, as well as compensation for damages doesn't relieve the Parties from fulfilling their obligations under the Agreement.

9.3. The Administration is not responsible for the actions of third parties in case of their bankruptcy, liquidation and other reorganization procedures.

9.4. The Administration is not liable to the Investor for any direct/indirect damages caused by the fluctuations of the exchange rates of foreign currencies.

10. TERMINATION OF THE AGREEMENT

10.1. The Parties are entitled to terminate the Agreement in accordance with the procedure stipulated by the legislation of the Russian Federation.

10.2. This Agreement may be terminated by mutual consent of the Parties.

10.3. In case of an early termination of the Agreement the Parties draw up a report on mutual

settlements, on the basis of which the Party that is in arrearage is obliged to pay off the debt within 3 banking days after being signed the mentioned report or sent it by e-mail.

10.4. The termination of the Agreement at the Investor's initiative is possible at any time providing the payment of the Administration's expenses totaling not less than 10% of the raised investments amount, that the Administration has the right to withhold during the mutual settlements.

11. FORCE MAJEURE

11.1. None of the Parties is responsible for the complete or partial failure to fulfill any of their obligations, if the failure is a direct consequence of the insuperable circumstances (force majeure) beyond the control of the Parties arising after the conclusion of the Agreement.

11.2. Under the Agreement the force majeure circumstances include military actions, strikes, fires, floods, earthquakes, and other natural disasters, as well as decisions made by the state or local governments, and fluctuations of the exchange rates.

11.3. The deadline of the fulfillment of the obligations under the Agreement is proportionally postponed for the duration of such circumstances and their consequences. The Party becoming able to perform obligations under this Agreement, has to notify the other Party of the occurrence, expected duration, and termination of the above mentioned circumstances immediately and in writing.

11.4. In case of occurrence of force majeure circumstances impeding the fulfillment by any of the Parties of its obligations under this Agreement, such Party shall be relieved of its responsibility for the failure to fulfill its obligations due to the force majeure, provided that the Party notified immediately the other Party of the occurrence of the force majeure circumstances in writing

11.5. In case if the force majeure circumstances last for more than 3 (three) months each Party will have the right to terminate this Agreement by notifying the other Party in writing at least 10 (ten) calendar days in advance.

12. DISPUTE SETTLEMENT

12.1. Any disputes that arise during the implementation of the Agreement are resolved by the Parties through negotiations.

12.2. The claim procedure for the settlement of disputes under the Agreement is mandatory. The term of a claim consideration is 30 (thirty) calendar days from the date of receipt.

12.3. If disagreements and disputes cannot be resolved by the Parties within one month of negotiations, these disputes are resolved by the Parties through the production in the Moscow Arbitration Court.

13. OTHER CONDITIONS

13.1. To accept the online investments the Investment Project uses only this Web site, and to communicate with the Investor only the contact details specified in the section "Administration Details".

13.2. The Administration has the right to change the text of the Agreement unilaterally notifying the Investor through the Web site and/or by other means.

13.3. In case the Parties conclude an additional Agreement in written form, and the provisions of this additional Agreement differ from the provisions of the Agreement posted on the Web site, the terms of the written Agreement shall apply.

13.4. The Parties agree upon the non-disclosure to third parties of the information that became known as a result of the investment activities.

13.5. The Administration guarantees the Investor the privacy of his personal data and information about financial transactions, and is obliged to take whatever measures are necessary to protect this information.

13.6. The Administration can use the information obtained in the process of providing services at its own discretion provided that such use does not cause any harm to the property or identity of the Investor.

13.7. The e-mail address alongside the postal addresses are used as the ways of communication and notification under the provision of services. The postal address and e-mail address are indicated by the Investor together with other obligatory details, and this information must be amended immediately since it has been changed.

13.8. By registering on the Website, the user agrees to receive newsletters, messages about contests, etc. from the Administration by e-mail/through mobile communications. Users that do not want to receive such newsletters should inform the Administration via the feedback form or by e-mail.

14. THE ADMINISTRATION INFORMATION DETAILS

OOO "Winance", legal address: Room 1, Building 1, 9 Stolesnikov Per., Moscow, 107031, e-mail: info@winance.eu , skype: live:winance.eu, Telegram @winancefund, tel.: +7 495 777-40-05 (Mo-Fr: 10:00-19:00)