

Terms and Conditions -

Updated February 2024

The parties as:

MFW Group LLC., registered in the United States in Delaware state, further referred to as : "Mindfuture" and

The party submitting an application to become Mindfuture's Streamer, further referred to as the: "**Contractor**" or "**You**",

further referred separately to as the: "**Party**" or jointly to as the "**Parties**"

INTRODUCTION

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS IS A BINDING CONTRACT.

last modified on 1st January 2024,

1. These Terms and Conditions govern the Contractor's participation in and/or use of certain services or features provided by Mindfuture. By submitting the registration form on the www.mind-future.com (hereinafter referred as the: "Website"), the Contractor agrees to be bound by these terms of service as well as the Privacy Policy and Data Processing Agreement if Contractor entrusts Mindfuture personal data of viewers/end-users (e.g. IP address, user agent or nickname). The Privacy Policy regarding the processing of the Contractor's personal data is available at www.mind-future.com/privacy-policy and it is an integral part of these terms and conditions. All of the terms and conditions listed above shall together be referred to as "the Terms", "Terms" or "these Terms". These Terms are effective for the Contractor as of the date the Contractor submits the registration form through the Website.
2. The Contractor shall read the Terms carefully before accepting them. If the Contractor does not agree to accept and be bound by the Terms, the Contractor shall not register on the Website.
3. Mindfuture reserves the right to change these Terms and the form or nature of Mindfuture's services at any time at its sole discretion. If the Contractor has already an account in Mindfuture, they will be informed about the substantive changes that can imply the Contractor's rights through their dashboard in the account or on their email address at least 14 (fourteen) days before their implementation. Amendments to the Terms are also published on the Website by posting information about the change and the planned date of its entry into force. The Contractor is obliged to check their dashboard at such time and in a manner which allows them to read about the changes before they take effect. Continuation of using Mindfuture services means the Contractor's consent on the aforementioned changes. If the Contractor does not want to use Mindfuture services with regard to new provisions, they are obliged to notify Mindfuture before changes come into force.
4. Changes mentioned in point 3 above, include without limitation changes to a fee and payment policies, security patches, added functionalities, and other enhancements.
5. Changing the form and nature of the Website, in particular changing the graphic design of the Website, adding new functionalities on the Website, etc., does not change the Terms unless such changes are inconsistent with the provisions of the Terms.

DESCRIPTION OF THE SERVICES

1. Mindfuture provides services to the Contractor consisting in enabling the creation of the account on the Website, integration with the Contractor's profiles or accounts on other websites as well as access to the dashboard showing current settlements in relation to displaying ads on the Contractor's streaming channel if an additional agreement is concluded between the Parties ("Mindfuture's services").
2. The Contractor shall collaborate on marketing campaigns of Mindfuture (e.g. with global brands), upon previous acceptance by the Contractor, by allowing content (an animation, a video, a banner and the clickable links) created by Mindfuture or any third-party cooperating with Mindfuture to appear on Contractor's streaming or other social media channel indicated by Mindfuture in a form of advertisement. Frequency and further requirements as views and products/services to be displayed as well as payments shall be determined by the Parties and confirmed before each campaign, upon a brief form.
3. All the security means connected with Mindfuture's services are indicated in the Privacy Policy available at the following address: www.mindfuture.com/privacy-policy.

ACCESS TO AND USE OF THE SERVICES

1. In order to start using Mindfuture's services, the Contractor has to provide accurate and complete registration information and give their consent to the content of these Terms and to processing of their personal data with regard to providing services by Mindfuture.
2. Mindfuture may create an account for the Contractor and give the Contractor access to the dashboard.
3. Access to Mindfuture's account and dashboard requires logging in using Contractor's email address and password. 4. The Contractor is solely responsible for operating an assigned account by any other person, especially for the consequences of any actions (including any loss or damage which Mindfuture may suffer) by creating, transmitting or displaying any content with the use of Mindfuture's services.
5. Mindfuture shall not access Contractors' accounts for purposes other than administrative or support.
6. Every new registration on the Website is manually approved or denied by one of Mindfuture's agents. Mindfuture has the right to accept or reject any streaming channel of the Contractor. Mindfuture does not guarantee that the account on the Website will be created for the Contractor as well as that any additional agreements regarding each marketing campaign will be concluded between Parties.

CONTRACTOR'S REQUIREMENTS

1. The Contractor represents that he/she is an Influencer, a Streamer, a YouTuber, a professional who is conducting a business activity, who has necessary qualifications, experience and abilities to provide services to Mindfuture and use Mindfuture's services and dashboard. The Contractor undertakes to provide their correct data and update it in case of any change. Providing correct data is necessary to verify and activate the Contractor's account. Each Contractor can have only one account.
2. When an individual, the Contractor represents and warrants to be at least 18 years old and have full capacity to perform acts in law and is an individual running a business (i.e. the Contractor is not a consumer). If you are under 18 years old and have limited legal capacity, the written consent to be bound by these Terms is demanded before your account is created. Such consent shall be also demanded if an additional agreement is to be concluded with Mindfuture in this case.
3. The Contractor is responsible for the security of their passwords and for any use of the Contractor's account. Taking into account the potential risks associated with creating an easy to guess password (or password used on other websites), Mindfuture encourages the creation of a strong password, not used in other websites. It is also recommended to use multi-factor authentication devices (MFA) if made available by Mindfuture. If the Contractor becomes aware of any unauthorized use of their password or of their account, the Contractor agrees to notify Mindfuture immediately.
4. The Contractor is solely responsible for their use of Mindfuture's services. The Contractor shall not permit any third party to use or gain access to Mindfuture and shall use reasonable security measures to protect against unauthorized usage or access. The Contractor is solely responsible for use of their account by any other person as well as for any unauthorized use of their password and the Contractor agrees to notify Mindfuture immediately about any suspicious event.
5. The Contractor shall not access or attempt to access Mindfuture by any means other than through the Website or interface provided by

Mindfuture.

6. The Contractor shall not attempt to gain unauthorized access to accounts registered to other Contractors, or any servers, systems or networks connected to Mindfuture and the Website.
7. The Contractor's use of Mindfuture services must comply with all applicable laws, regulations and good practices, including any law regarding the export of data or software. For the Endorsements and Testimonials the Contractor shall comply with the following guides and regulations for the US market: FTC's Disclosures Guide (<https://www.ftc.gov/system/files/documents/plain-language/bus41-dot-com-disclosures-information-about-online-advertising.pdf>), the FTC's Native Advertising Guidelines (<https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>), FTC's, <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf> (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>) and any other guidelines issued by the FTC from time to time (the "FTC Guidelines"), as well as any other advertising guidelines required under applicable law. The Contractor's use of Mindfuture's services must also comply with third parties' terms of services (such as Twitch or similar), privacy policies and other legal documents binding the Contractor when using websites and services of that third-parties.
8. The Contractor agrees not to use Mindfuture's services in a manner that is, or may potentially be illegal, offensive, obscene, immoral, publicly objectionable within the online community, or deteriorate quality, value and reputation of Mindfuture or Mindfuture's services. The Contractor shall not use Mindfuture's services and the Contractor's account especially for: infringement of any rights, money laundering, impersonating another person or entity, in order to commit any crime or offence, violating the rights of third parties as well as breaching any applicable law or good practices.
9. The Contractor must respect all local, regional, and international laws while using our services. Mindfuture prohibits any content which is encouraging, offering or soliciting activity which is illegal.
10. Mindfuture prohibits any activity which includes: suicide threats, physical injury, intentional physical trauma, sexual abuse, illegal use of drugs, alcohol, dangerous driving, or similar which may lead to physical harm.
11. Mindfuture prohibits any acts and threats of violence as well as hateful conduct and harassment
12. The Contractor shall use appropriate language. The Contractor cannot swear, being violent or racist, as well as the Contractor cannot speak in an abusive, negative or offensive way about the brand in the marketing campaign.
13. The Contractor shall refrain from engaging in similar campaigns with third-parties and should act exclusively for the brand indicated by Mindfuture for which the relevant marketing campaign is made.
14. The Contractor shall not attempt to obstruct, disrupt or interfere with the operation of Mindfuture or other services provided by Mindfuture. The Contractor shall not interfere or attempt to interfere the Website or the services in any way through any means or device including, but not limited to using automation software, bots, spamming, hacking, uploading computer viruses or time bombs, or any unauthorized third-party software modifying or interfering the Website or the services or by any means prohibited by these Terms or binding law. Mindfuture reserves the right to determine what conduct it considers to be in violation of these Terms. Mindfuture reserves the right to control and verify compliance with these restrictions and limitations.
15. In a case of artificially inflating campaign deliverables (views or clicks), using automation software, click spamming, bots, and/or any form of fraudulent or suspicious activity implemented by the Contractor, Mindfuture reserves the right to finish the cooperation immediately, withhold any receivables and also may claim compensation for the damage.
16. Mindfuture recommends that the Streamer should use appropriate moderation bots such as: MooBot, NighBot, CoeBot, WizeBot, or similar to control content which is abusive and illegal.
17. Contractor shall not obtain or attempt to obtain: (1) any information from Mindfuture, including without limitation: email addresses of other Contractors or other software data; (2) intercept, examine or otherwise observe any proprietary communications protocol used by Mindfuture, Mindfuture's websites, software or servers, (3) use any software that is designed to provide a means of unauthorized access to, or distort, delete, damage or disassemble Mindfuture or Mindfuture's websites, software or servers.
18. Mindfuture reserves the right to control and verify compliance with restrictions and limitations stated herein. Without prejudice to the other provisions of the Terms, the Contractor's breach of aforementioned rules shall be treated as a material breach of the Mindfuture's Terms and conditions which entitles Mindfuture to immediately suspend the provision of services as well as to block the Contractor's account. The Contractor accepts above mentioned and declares that in the aforementioned conditions, they shall have no claims over Mindfuture with regards to the suspension of or blocking the Mindfuture services and the Contractor's accounts. The Contractor is also obliged to immediately delete any content that infringes third party's right or provisions of applicable laws, including pursuant to a delete request from Mindfuture.
19. During the term of these Terms and any additional agreement concluded between the Parties, the Contractor shall not, directly or indirectly engage or participate in any other business activities that are in direct competition with the Mindfuture's services or in conflict with the best interests of Mindfuture.
20. The Contractor shall not solicit or accept employment agreement or another civil law contract as well as perform actual actions in any form on behalf of the existing client of Mindfuture nor Mindfuture's main competitors whilst these Terms or additional agreements concluded between the Parties remain in force and for a period of one year following the termination of them, without the written approval of Mindfuture.
21. The Contractor shall not sign the employment agreements or any other civil law contracts with Mindfuture's Clients as well as perform actual actions in

any form on behalf of Mindfuture's clients directly without notifying Mindfuture and paying the agency fee. The Contractor shall pay an agency fee of 25% from any sales/deals made between the Contractor and Mindfuture's Clients (brands which were contacted directly by Mindfuture or/and brands which are already working with Mindfuture).

22. If Contractor entrusts personal data to Mindfuture, the Contractor shall have relevant consents of viewers/end-users to process their data as well as the Contractor shall meet all the requirements set by the administrators of websites used for streaming. 23. The Contractor agrees NOT TO violate any contract, intellectual property, or other third-party rights; not to commit a tort, and that you are solely responsible for your conduct while on the Fluid Services.

24. The Contractor agrees that will comply with these Terms and will not: create, distribute, upload, transmit, or store any content that is viewed as: inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory.

SERVICES STANDARDS

1. MFW Group LLC reserves the right to modify Mindfuture's dashboard without notice and without liability.
2. Mindfuture has no obligation to review the Contractor's use of Mindfuture's services. Mindfuture does not control, nor is to be held responsible for the Contractor's use of Mindfuture's services or any of the content that the Contractor sends or receives from Mindfuture. 3. The Website or Mindfuture's services may include hyperlinks to other websites or content or resources or email content. Mindfuture may have no control over any websites or resources which are provided by companies or persons other than Mindfuture. You acknowledge and agree that Mindfuture is not responsible for the availability of any such external sites or resources. You acknowledge and agree that Mindfuture is not liable for any loss or damage which may be incurred by the Contractor or other person as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

PAYMENTS

1. Payments for the Contractor will be calculated accordingly and determined by the Parties in relation to the specific marketing campaign, based on the brief. A total number of clicks reached during a single campaign shall be cumulated and calculated at CPC (cost per click) or CPV at the rate determined by the Parties. Mindfuture defines clicks as every interaction (a click) that is made with advertiser offer URL/landing page URL/product page etc. In order to count them, Mindfuture counts every click redirect happening. However, Mindfuture reserves the right to apply a click filtering logic depending on Mindfuture's Clients requirements (e.g. to avoid duplicated clicks).
2. The Contractor shall refrain from using the bots to generate the clicks, which are not regarded as genuine and the Client has the anti-fraud system in place, which will detect the fraud and the Contractor will be banned from the campaigns and also shall pay the fine of 1000 EUR for the breach of the contract and the fraud.
3. Invoices may be submitted by the Contractor to Mindfuture within 30 days after the end of each calendar month, in EUR deducting 15% for Mindfuture's costs, which is (a) handling fees, exchange rates costs, billing and payment costs (which may include monthly and per-transaction processing charges and merchant bank fees); and returns, refunds, chargebacks, discounts and credits. MFW Group LLC will make a payment via bank transfer or via other methods (such as: crypto, stripe, paypal or similar).
4. MFW Group LLC will not be obligated to make a payment if the total amount to be paid to you under this Agreement is less than 25 EUR (the "Payment Threshold"), and may instead accrue such payment obligation until such time as its overall obligation to you is at least the Payment Threshold. If any excess payment has been made to you for any reason whatsoever, we reserve the right to adjust or offset the same against any subsequent fees payable to you under this Agreement.
5. In the event that these Terms are terminated by Mindfuture prior to completion of the marketing campaign but where the services of the Contractor have been partially performed, the Contractor will be entitled to pro-rata payment to the date of termination actually provided that there has been no breach of these Terms on the part of the Contractor.
6. The Contractor shall be responsible for all income tax liabilities and National Insurance or similar contributions relating to the payments made by Mindfuture and the Contractor shall indemnify Mindfuture in respect of any such payments required to be made by Mindfuture. 7. The Contractor shall not be reimbursed for any expenses incurred in connection with respecting these Terms. 8. With regard to the provision of this section, the Parties may agree on detailed conditions related to payments in a separate written agreement being an integral part of these Terms. In this case, the Parties also consider the email form to be the written form.

SUPPORT

Mindfuture shall not be obligated to provide Contractor with any support, but may elect to do so at its sole discretion. In the event, technical support shall be delivered in English and refers to the working days Monday through Friday, from 9:00 to 17:00, Eastern European Time. Technical support may be available at the following email address: anna@mind-future.com.

COMPLAINTS

1. The right to submit a complaint referred to in this point is entitled to the Contractor only and exclusively within the scope of Mindfuture's services, for which the Mindfuture is solely responsible, to the following email address: info@mind-future.com
2. The Contractor has the right to notify Mindfuture of any irregularities, faults or interruptions in the functioning of the Website and about the inappropriate (according to the Contractor's opinion) quality of Mindfuture's services – both disclosed during the use of the Website and integrations made by MFW Group LLC.
3. The Contractor has the right to file a complaint within 1 (one) month from the date on which the irregularity in the functioning of the Website occurred. Complaints submitted after the deadline specified in the first sentence may be left without consideration, of which Mindfuture shall promptly notify the Contractor.
4. The complaint will be reviewed by Mindfuture within 30 (thirty) days of the effective submission date.
5. The date of filing the complaint is the date of the complaint receipt by Mindfuture.
6. In the complaint, the Contractor should provide their email address as assigned to the Contractor's account as well as a type and a date of occurrence of irregularities related to the functioning of the Website.

INTELLECTUAL PROPERTY RIGHTS

1. Mindfuture grants to the Contractor non-exclusive, non-assignable and non-transferable license during the term of these Terms as well as any additional agreement concluded between the Parties to use Mindfuture's software in accordance with the Terms set herein.
2. Contractor shall not rent, lease, sublicense, distribute, transfer, copy, or modify Mindfuture's software.
3. Contractor shall not adapt Mindfuture's software in any way or use it to create a derivative work.
4. Contractor shall not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code of Mindfuture's software.
5. All algorithms, methods of computation and data processed by Mindfuture to provide Mindfuture's services and any other data of statistical nature necessary for the proper functioning of Mindfuture or features thereof are and shall remain the sole and exclusive property of Mindfuture, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights inherent therein or appurtenant thereto. All rights not expressly granted to the Contractor herein are reserved to Mindfuture.
6. The rights to the logotype and the Website's name are vested in Mindfuture and are protected by law. Using them for any purpose without the prior consent of Mindfuture (except when the Contractor is entitled to use them under the law) is prohibited. The Contractor also undertakes not to reproduce, copy or use information, data or other elements of the Website, of which the owner or licensee is Mindfuture.
7. The Contractor's materials and data entered into Mindfuture's software are and shall remain their sole and exclusive property, including all applicable rights to patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights inherent therein or appurtenant thereto.
8. The Contractor also agrees that Mindfuture, at its sole discretion, may use the Contractor's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to the Contractor's website) for the purpose of advertising or publicizing the Contractor's use of the Mindfuture's services.
9. The rights to content being sent to the Contractor by the Mindfuture shall be solely owned by the Mindfuture or other entitled parties and used by the Contractor only for the purposes of the proper performance of the obligations arising from these Terms.

CONFIDENTIALITY

1. The Contractor agrees that the Website and the Mindfuture's software are Mindfuture's confidential and/or trade secret information (collectively, "Confidential Information"). Contractor shall not sell, transfer, publish, disclose, display, or otherwise make available any portion of the Confidential Information to others except as expressly provided for herein. The Contractor agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Mindfuture's rights therein. The Contractor shall use its best efforts to assist Mindfuture in identifying and preventing any unauthorized access, use, copying, or disclosure of the Confidential Information, or any component thereof, or any of the algorithms or logic contained therein.
2. Without limitation of the provisions of section XII point 1, the Contractor shall advise Mindfuture immediately in the event the Contractor learns or has reason to believe that any person to whom Contractor has given access to Confidential Information has violated or intends to violate the confidentiality of the Confidential Information or any other proprietary rights of Mindfuture, and the Contractor will, at the Contractor's expense, cooperate with Mindfuture in seeking injunctive or other equitable relief in the name of the Contractor or Mindfuture against any such person. Contractor agrees to maintain the confidentiality of Mindfuture's Confidential Information using at least as great a degree of care as the Contractor uses to maintain the confidentiality of the Contractor's own most confidential information (and in no event less than a reasonable degree of care).
3. The Contractor acknowledges that the disclosure of any aspect of the Confidential Information, including without limitation Mindfuture or any other Confidential Information referred to herein, or any information which, at law or equity ought to remain confidential, will immediately give rise to continuing irreparable injury to Mindfuture inadequately compensable in damages at law, and Mindfuture is entitled to seek and obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings, in addition to any other legal remedies which may be available. In addition, Mindfuture may immediately terminate these Terms, the Contractor's account and all license rights granted herein, in the event the Contractor breaches any of its confidentiality obligations.

TERM & TERMINATION

1. The date of these Terms and Conditions shall begin on the date of the acceptance of the Contractor's registration form and creation of the Contractor's account by Mindfuture and will remain in full force and effect for an indefinite period. However, these Terms may be terminated by each Party with a month notice period in writing. Regardless of the circumstances, such termination shall not give rise to liability.
2. The term of the additional agreements concluded by the Parties shall enter into force on the date indicated in it and shall last to the date of expiration stated therein or other date indicated by Mindfuture according to the Mindfuture's discretion (e.g. in case of exceeding the duration of the marketing campaign or earlier completion of the marketing campaign).
3. Termination of these Terms does not mean the termination of the additional agreements unless Mindfuture agrees to it. In this case, the additional agreement expires at the date indicated in point 2 above.
4. Mindfuture may terminate these Terms and additional agreements immediately if the Contractor breaches any provision specified in them. 5. Mindfuture may also suspend the Contractor's access to Mindfuture's software at any time, without advance notice, for any reason that Mindfuture finds valid at its sole discretion, including but not limited to where Mindfuture believes that:
 1. the Contractor is in any way in breach of the Terms;
 2. the Contractor, at any time, is conducting activities that do not fully comply with all applicable laws, rules and regulations. 1. Provisions of these Terms that due to their nature will continue to be in force after the termination of these Terms and Conditions.

INDEMNIFICATION

1. The Contractor agrees to indemnify, defend and hold harmless Mindfuture and its directors, officers, employees, agents, and affiliates from and against any and all liabilities, claims, demands, damages, losses, costs, and expenses, recoveries, settlements including attorneys' fees, accounting fee, expert witness fees, interests, penalties, incurred by Mindfuture, known or unknown, contingent or otherwise, directly or indirectly arising out of or related to:
 1. any misrepresentation or omission of material fact by the Contractor to Mindfuture, irrespective of whether such misrepresentation or omission was intentional,
 2. the Contractor's violation of these Terms,
 3. any unauthorized use of Mindfuture's services.

1. If applicable law prohibits a Party from providing indemnification for another Party's negligence or acts, such restriction, or any other restriction required by law for this indemnification provision to be enforceable, shall be deemed to be part of this indemnification provision. 2. Mindfuture shall notify the Contractor of any such claim and shall cooperate with the Contractor, at the Contractor's expense, in defending or settling such claim. The Contractor may not settle any such claim in a manner that imposes any non-indemnified costs or otherwise adversely affects Mindfuture rights without Mindfuture's prior written consent. Mindfuture may join in defence with counsel of its choice at its own expense. If Contractor does not assume the defence of any such claim within thirty (30) days after the date notice of such claim is given, Mindfuture may defend against such claim in such manner as it may deem appropriate at the Contractor's expense, including, without limitation, settling such claim, after giving notice of the same to Contractor.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. MINDFUTURE AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ADVISORS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, VENDORS, USERS AND AGENTS (COLLECTIVELY "THE MINDFUTURE PARTIES") ARE NOT RESPONSIBLE FOR ANY CONTENT PROVIDED BY THIRD PARTIES (INCLUDING CONTRACTORS). EXCEPT AS EXPRESSLY SET FORTH HEREIN, NONE OF THE MINDFUTURE PARTIES MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NON INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE ENTIRE RISK ARISING OUT OF THE USE OF MINDFUTURE REMAINS WITH THE CONTRACTOR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MINDFUTURE PARTIES SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING:

1. MEETING THE CONTRACTOR'S REQUIREMENTS WHILE USING MINDFUTURE'S SERVICES,
2. TIMELY, THE ERROR-FREE, DISRUPTION-FREE OR INTERRUPTION-FREE NATURE OF MINDFUTURE'S SOFTWARE AND
3. ACCURATE USAGE DATA PROVIDED THROUGH MINDFUTURE'S SERVICES.

1. THE MINDFUTURE/S SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" WITHOUT WARRANTY, OF ANY KIND, AND ANY USE BY THE CONTRACTOR SHALL BE AT THE CONTRACTOR'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINDFUTURE PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANY DATA, OR OTHER PECUNIARY LOSS AS WELL AS ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY RELATED DOCUMENT OR THE USE OF OR INABILITY TO USE MINDFUTURE'S SERVICES OR SOFTWARE, EVEN IF MINDFUTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL, CUMULATIVE LIABILITY OF THE MINDFUTURE PARTIES FOR ANY DIRECT DAMAGES INCURRED HEREUNDER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE MINDFUTURE IN THE TIME THESE TERMS ARE BINDING.
2. THE CONTRACTOR ALSO AGREES THAT MINDFUTURE PARTIES HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OR FAILURE TO STORE ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE MINDFUTURE'S SERVICES. THE CONTRACTOR FURTHER ACKNOWLEDGE THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP THEIR CONTENT.
3. THE PARTIES AGREE THAT THIS DISCLAIMER IS INTENDED TO BE CONSTRUED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. THE LIMITATIONS ON MINDFUTURE'S LIABILITY TO THE CONTRACTOR SHALL APPLY WHETHER OR NOT MINDFUTURE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

SEVERABILITY

If any provision of these Terms is found to be invalid, unenforceable, or contrary to law, then the Terms will be deemed amended by modifying such provision to the extent necessary to make them valid and enforceable while preserving its intent or, if that is not possible, by striking the provision and enforcing the remainder of these Terms.

LAW AND JURISDICTION

1. All agreements between MFW Group LLC and the Contractor shall be governed by, and construed in accordance with, the laws of the state of Delaware, except for its conflict of law provisions, without giving any effect to any choice of law provisions thereof that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.
2. Any litigation based hereon, or arising out of, under, or in connection with these Terms (and all agreements between Mindfuture and the Contractor), shall be brought and maintained exclusively in the competent court for Mindfuture's business seat. The Parties hereto hereby expressly and irrevocably submit to the jurisdiction of the abovementioned courts for the purpose of any such litigation as set forth above. In addition, each Party irrevocably and unconditionally waives the application of the procedures for service of process pursuant to the Hague Convention for Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters. The Parties hereto hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum.
3. Each of the Parties hereby waives, to the fullest extent permitted by applicable law, any right to a trial by jury in any action or proceeding to enforce or defend any rights under these Terms and any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

GENERAL PROVISIONS

1. The Contractor shall pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however, designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against Mindfuture. The Contractor shall reimburse Mindfuture for the amount of any such taxes or duties paid or accrued directly by Mindfuture as a result of the Parties' cooperation.
2. Any modifications, consolidated texts of the Terms or Privacy Policy related to the Website may be sent to the current email address disclosed in the Contractor's account and transmitted to the Contractor by means of messages present in the Contractor's account. Providing an incorrect email address may result in Mindfuture failing to provide the updated provisions and prevents receiving information related to the services (including changes to the Terms).
3. In the event of inconsistency between the provisions of the Terms and the provisions of any additional regulations for the use of particular services of the Website, the provisions of these regulations shall prevail.
4. These Terms are made solely for the benefit of the Contractor and Mindfuture and their respective successors, assigns, heirs, executors and administrators and no other person or entity shall have or acquire any right by virtue of these Terms.
5. The Contractor may not assign any of its rights or delegate any of its duties under these Terms without the prior written consent of Mindfuture. Despite such consent, no assignment shall release the assignor of any of its obligations or alter any of its primary obligations to be performed under these Terms.
6. Mindfuture may assign any of its rights or delegate any of its duties under these Terms without the prior written consent of the Contractor. 7. The relationship of the Contractor and Mindfuture established by these Terms is that of independent contractors, and neither Party is an employee, agent, partner or joint venturer of the other.
8. Neither Party shall be deemed in default of this Terms to the extent that performance of its obligations or attempts to cure any breach is delayed or prevented by reason of any act of God such as fire, natural disaster, accident, terrorism, riot, an act of government, shortage of materials or supplies, epidemic, or any other cause beyond the reasonable control of such Party.
9. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of these Terms shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No failure or delay by Mindfuture in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
10. Except as may be set forth in a written agreement signed between Mindfuture and the Contractor, these Terms constitute the final, complete, and exclusive statement of the terms of the use of the Mindfuture between the Parties and supersedes all prior and contemporaneous understandings or agreements of the Parties.
11. If Mindfuture prevails in any action, suit, or proceeding arising from or based upon these Terms, Mindfuture shall be entitled to recover from Contractor Mindfuture's reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding. 12. The headings

in these Terms are included for convenience only and shall neither affect the construction or interpretation of any provision in these Terms nor affect any of the rights or obligations of the Parties.

13. Any notice, communication or statement relating to these Terms shall be in writing and deemed effective:

1. upon delivery when delivered in person;
2. upon transmission when delivered by verified facsimile or another confirmed electronic transmission;
3. when delivered by certified mail or postage prepaid to the address of the respective Party as indicated herein.

1. Copies of all notices shall be sent to the email address of Mindfuture- anna@mind-future.com.

Each Party acknowledges and agrees that it has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and conditions of these Terms. These Terms shall not be construed against either Party by reason of its drafting.