

Debourse Classifieds terms and conditions

Welcome to Debourse, a classifieds service that brings together sellers and buyers of gemstones, jewelry and diamonds separately.

Debourse's Terms of Use ("**Terms**") regulate the relationship between Beletage Digital LTD ("**the Company**", "**we**") and Internet users who accessed Debourse ("**users**", "**you**").

You may use Debourse in accordance with the provisions of the Terms and Conditions and the User Data Policy. If you do not agree with them, you must stop using Debourse.

1. What is Debourse

Debourse is a website available at <https://debourse.com> (including all domain levels, as well as trade.debourse.com) via full and mobile versions and a mobile application, which is a collection of the Company's intellectual property and information (administrative and user content) contained in an information system ("**Debourse**").

Debourse is an electronic catalogue of advertisements for goods, services and other offers (collectively, "**goods**") that users can offer and search for on Debourse in order to conclude transactions.

The Company provides authorized users with the technical ability to post information on Debourse in the format of advertisements in the product categories provided. The Company provides all users (regardless of authorization) with the technical ability to search and view advertisements on Debourse for the purposes set out in the Terms. Debourse's automated algorithms process queries to provide relevant information in search results.

The Company is not a participant, arranger, buyer, seller, employer, intermediary, agent, representative of any user, beneficiary or other interested party in relation to transactions between users. Users use the information posted on Debourse to enter into transactions at their own risk without the Company's direct or indirect involvement or control.

2. Registering on Debourse

You can register on Debourse using your mobile phone number or via your social media profile provided in the Debourse login form. Once you have registered, we will create your

unique profile. You can only have one profile on Debourse at a time, linked to one phone number or email address.

If you sign up for Debourse via a social network, you will have limited access to certain features. To access all features of the service, we may ask you to provide a telephone number and email address. We recommend that you enter this information in the Profile section.

By registering on Debourse and each time you access Debourse, you represent that you have all rights necessary for the conclusion and execution of the Terms and you give your consent for:

- 1) Our partners to process information about you as a subscriber and about the communication services provided to you (including a phone number, information about a subscriber device, other information about services under a communication service agreement, etc.) and transfer to our address for the results of such processing;
- 2) The Company to share your telephone number with our partners to verify your reliability as a Debourse user.

The partners will not disclose to the Company information about you constituting a secret of communication.

Confirmation of your trustworthiness is necessary for the Company to technically provide you with a profile on Debourse and post any information, as well as to protect the interests of other users.

3. Logging in to Debourse

You can login to your Debourse profile (log in) either using the mobile phone number/email address that is listed in your profile, or through the social network associated with your profile ("**login details**"). In the first case you will need to enter your password, in the second case you will need to pre-authorize yourself in the relevant social network.

It is your responsibility to keep your Debourse login details confidential. If you have reason to believe that someone has gained unauthorized access to it, please report it to us immediately. Any activity performed on Debourse by a person authorized with your login details will be deemed to have been performed by you. You will be responsible for such actions.

4. User information

The information you provide to the Company about yourself must be accurate, up to date, and not unlawful or in violation of the rights of any third party. It is your responsibility to update them on your Deburse profile as necessary. We may request documents or information from you as proof of identification or authorization. If you fail to provide them, we may restrict access to your account.

We cannot guarantee that all information users provide on Deburse is accurate. Please exercise caution when engaging in transactions.

We will not disclose to third parties user information that is not publicly available, except where required to do so by law (for example, at the request of certain public authorities). However, we cannot be held responsible for third-party illegal actions in relation to information that you have posted in the public domain on Deburse.

We analyze how you use Deburse to make Deburse better and help you measure the effectiveness of our services.

5. User content

User-generated content is the text and images that Deburse users post in ads, public profile and reviews.

We do not distribute user-generated content. You own all of the information you post on Deburse. You create, modify, make available to the public, and delete content without our participation or approval.

It is your responsibility to ensure that your user content is fully compliant with the laws, Deburse Terms of Service, ad policies, profile requirements, and reviews. You warrant that your content does not violate the intellectual property rights of third parties.

Deburse does not censor user content. We take action in relation to content based on requests from authorized persons in the manner prescribed by law.

The purpose for which users post information on Deburse is to make contact with a potential buyer who is interested in concluding a deal in relation to the goods in the advertisement. It is forbidden to post deliberately false information in reviews, to leave any feedback to sellers on Deburse if you are not interested in concluding a deal on the ad, including it is unacceptable to leave "mutual reviews" or reviews for a fee that contribute to improving the seller's rating. Collecting, copying, using and any other actions with respect to user-generated content for

purposes not provided for by the Terms are prohibited. Users' phone numbers cannot be used for purposes not directly related to the purchase of goods from the user.

You grant the Company the right to use your content and the intellectual property included therein under a non-exclusive license: perpetually, royalty-free, in any manner, for worldwide action, with or without attribution. We may use your content to enforce the Terms, to improve Deburse, for marketing purposes, and for commercial and non-commercial projects. We may upload user content to other websites and grant rights in such content to our affiliates. We may retain archived copies of user content and not dispose of material that contains it.

6. Communicating with users on Deburse

Authorized users can text and call via the Deburse mobile app to discuss products and deal terms. Messages and calls are not allowed to be used for any other purpose.

In some ad types, we allow the use of a replacement phone number that forwards calls to the user's real number. We are entitled to define call forwarding settings, including the maximum number of calls to the replacement number in a given period from certain user groups. We will bear the costs associated with the call forwarding.

Messages and calls to users for purposes not provided for by the Terms violate the law on personal data and cause losses to the Company.

We may record, analyze and store messages and calls made via the Deburse mobile app and to replacement numbers. Messages and calls on the app are not personal. We may selectively review correspondence and listen to call recordings to ensure compliance with the Deburse Terms of Use and to make Deburse better.

7. Deburse communication with users

We may send you:

- system alerts that you cannot unsubscribe from: for example, to confirm your registration, to inform you about access restrictions on your profile or advertisements;
- service alerts related to your activities on Deburse. For example, to notify you when you receive a message from another user, or to deliver a personal selection of ads of interest;
- marketing alerts: tips from Deburse, invitations to join surveys, promotions and news from Deburse and our partners.

We may send you alerts in the notification center in your profile, to the email address or phone number you have provided in your profile, to your device in the form of push notifications, and in messages on Deburse. In some cases, we may also contact you by phone (for example, to provide feedback and improve services).

8. Deleting a profile

You may remove your Deburse profile at any time by contacting Deburse Support. Your profile will be deleted on termination of the offer, if you entered into it. We will delete your Deburse profile if you never use it within three years.

For 30 days after your profile was deleted, you will not be able to use the phone number used in your deleted profile for a new registration.

9. Protection of Intellectual Rights

Exclusive rights for the software required to use the Deburse, databases, graphical user interface (design) and other elements of the Deburse website, the trade name, trademarks/logos and other distinctive marks of the Company, including those used as a part of the domain name deboure.com, belong to Goncharov Mykola Dmitrovich or the Company.

The Company owns the rights to the registered and unregistered databases, including but not limited to: the Deburse ad database (together, the "**databases**"). The databases include both advertisements that are publicly available on Deburse as well as advertisements that are not available for users to view at a particular time. As the producer of the databases, the Company incurs substantial financial, material, organizational and other costs in creating them.

We may automatically place Deburse logos/watermarks on the photos you upload to protect material in our databases from unauthorized copying.

10. License to use databases and software

We grant users a non-exclusive license to use databases and software required to use Deburse for the purposes set out in the Terms.

The license is granted from the moment you access the Deburse and remains in effect as long as you use the Deburse. Searching and browsing listings is available to all users regardless of registration and authorization. You must be logged in to access other functionality of Deburse.

You may not use technical means to interact with the Service in a way that circumvents the normal use of databases and computer programs without the consent of the Company. Including the use of automated scripts to collect information on Deburse is also prohibited.

It is prohibited to use databases and computer programs for purposes other than those specified in the Terms without the consent of the Company. This means that it is forbidden to extract material from databases and/or make further use of them in any form or by any means, regardless of their scope or agreement with third parties, unless directly related to the conclusion of a transaction in relation to the goods in the advertisement. For example, it is prohibited to use material from the Deburse databases to populate databases of third parties. You may also not use phone numbers from Deburse databases to call users of Deburse to offer services or goods.

11. User responsibilities

By using Deburse and interacting with the Company you undertake:

- strictly comply with all legal requirements;
- comply with the Deburse Terms of Use, Listing Rules, profile and review requirements and other Deburse rules and Company guidelines;
- not to call Deburse users unless you are a potential buyer and not interested in completing the advert; and not to spam users;
- not use obscene language, images or expressions that may provoke violence, hatred or disrespect, contain threats or insults, justify illegal activities or are contrary to moral norms or business practice;
- not use the Deburse or information posted on the Deburse for any purpose not permitted by the Terms
- not to upload or use any malicious software on the Deburse;
- not take actions that may interfere with the normal operation of the Deburse.

12. Violations and Consequences

We are committed to making Deburse a comfortable and secure tool, and therefore we reserve the right to conduct random audits of users' compliance with the Deburse Terms of Use at any time and in our sole discretion. We may use automated methods to do this.

We may take action if we have reason to believe that violations of law, third party rights or the Terms have occurred or may occur through the use of your profile or your facilities. We may restrict access to your profile or any Deburse functionality, or reject or block your

content. We may also restrict access to Deburse from certain IP addresses and telephone numbers.

We may restrict access to a profile if other users have complained about it, if there have been spamming, repeated or persistent breaches of the Terms of Use, if a user has broken into the profile, if the user has not provided documents or information requested by us, if the user has dissolved as a legal entity, if we detect fraudulent behavior on Deburse or in other similar circumstances, or if the user has registered a new Deburse profile instead of a previously blocked profile.

We may restrict and restore access to a profile and impose conditions for such restoration, in our sole discretion, without explanation.

We will not be liable for any losses incurred by users due to actions taken to prevent and stop abuse on Deburse. We recommend that you keep a backup copy of your content on your device.

You may be liable for administrative, criminal or civil liabilities in connection with your use of Deburse for breach of law or the rights of any third party.

13. Final Provisions

Sections 2, 3, 6 - 8 of the Terms apply to users registered on Deburse. All other provisions apply to all Deburse users regardless of registration and authorization. Any form of interaction with Deburse (including viewing information) confirms your agreement to the Terms. The Company's obligation to provide access to Deburse functionality is reciprocal to your obligation to comply with the Terms. Where there is no charge for use of the Deburse, consumer protection legislation does not apply to the relationship between the Company and users. The provision of certain Deburse functionality may be subject to special terms and conditions.

Deburse functionality may be changed, supplemented or discontinued at any time without prior notice to users. Use of Deburse is offered on an "as is" basis, that is, to the extent and to the extent that Deburse functionality is made available by the Company at the time you access it. We will not be liable for any temporary disruptions or interruptions to Deburse or any loss of information caused by them. We shall not be liable for any consequential, incidental, unintentional damage, including loss of profits or lost data, or damage to honor, dignity or goodwill arising out of the use of Deburse. Deburse may contain links to third party websites. We have no control over, and are not responsible for, the availability, content or legality of such third-party websites.

UK law applies in resolving all disputes between the Company and users. All disputes shall be referred to the courts in accordance with territorial jurisdiction.

We update the Deburse Terms of Use as necessary. By continuing to use Deburse after we have changed these Terms of Use, you agree to be bound by the amended terms.