

USER AGREEMENT

Effective December 13, 2019 (updated on July 14, 2021)

To become a user of the Melange educational IT platform, you need to read and confirm your acceptance of the Terms of Service.

1. If you want to update your personal information, ask any questions about the Melange platform, or terminate your agreement with the Company, you need to write an email to support@melange.technology.
2. You agree that the developer of the Service can change the content and terms of the User Agreement unilaterally at any time. Such changes take effect from the moment they are published in Melange official Telegram bot and will apply to this User Agreement.
3. By clicking the "I AGREE" button, you accept the terms of the User Agreement.

The Melange IT service (the administrator and moderator, with exclusive rights to the Service, including but not limited to intellectual property rights, is Melange OÜ, registry code 16032858, Estonia, Harju maakond, Tallinn, Mustamäe linnaosa, Laki tn 30, 12915) invites anyone to purchase paid content (sprint) by accepting the terms of the User Agreement (acceptance).

1. Terms and definitions:

Service — the multi-component IT-platform Melange, as well as related services and products offered to the Users of the Service.

Melange Telegram bot — an application that runs in the Telegram messenger app.

User — an individual who uses the Service for educational purposes and (or) to receive rewards for Recommendations.

Recommendation — a User action aimed at attracting a new User of the Service. The recommendation is considered to be made by the User when the following conditions are satisfied:

1. the unique referral link of the User who made the Recommendation is used during registration of a new User,
2. The new user has purchased one of the products distributed on the platform.

User's Team — Users who joined Melange based on a Recommendation of an inviting User, as well as all Users invited by them, up to the 8th level inclusive.

User's Balance (Balance) — the User's account in the Service, which receives rewards from the Team.

Advanced compression — a reward distribution mechanism in which rewards are fully distributed throughout the structure to active partners. Thus, if someone who has paid has a higher-level partner within 8 levels who is not in training, then his or her reward moves beyond the 8th level to the nearest active partner.

2. Procedure for acceptance of the offer

2.1 Acceptance of this offer is made by expressing acceptance of the terms of the User Agreement by clicking the "I AGREE" button.

3. Products and services

3.1 Melange

3.1.1. Terms and definitions

3.1.1.1 **Melange** is a subscription-based educational service available to Melange users. As part of the service, users get access to content in the form of lessons, verification tests, offline activities, and daily mailings.

3.1.1.2 **Sprints** — 21-day periods. Each Sprint provides the User with access to new theoretical and practical training materials on financial literacy, as well as an affiliate program. At the end of the current Sprint, enrollment in the next one happens on a paid basis. There are a total of 17 sprints in a calendar year.

3.1.1.3 **Sprint Package** (package) — a User can purchase a set of consecutive Sprints that, in addition to training, gives certain privileges and bonuses, depending on the type of Package.

3.1.1.4 **Active Account** — an account of a User who paid for the Sprint and is in training. An account continues to be considered active for 3 months from the end of the last paid Sprint. After 3 months have passed since the end of the last paid sprint, the User's account is deactivated, and all non-withdrawn funds are debited from the User's Balance in favor of Melange. The User can reactivate his or her account by paying for a new training Sprint. In this case, the structure of the User's Team is restored, and new rewards will again go from it to the User's Balance.

3.1.2 Payment

3.1.2.1 The cost of each Sprint is 10 (ten) USD.

3.1.2.2 At will, the user can activate the automatic purchase of the next sprint from his or her Balance on Melange. Payment for the next sprint will be collected at the end of the current sprint if there is a sufficient amount in the User's Balance.

3.1.2.3 Refunds are not provided for any purchases on the Service.

3.1.2.4 A User can purchase one of the following Packages:

- Bronze (1 sprint, \$10)
- Silver (3 sprints, \$30)
- Gold (5 sprints, \$50)
- Platinum (7 sprints, \$70)
- Platinum Plus (17 Sprints, \$170)
- 2-year Membership (\$250)
- Lifetime Membership (\$750)

3.1.2.5 At any time, the User can upgrade the Package by paying for the missing number of Sprints up to the desired Package.

4. Rewards from affiliate programs

4.1 Rewards from the Melange product

4.1.1 The User receives a reward in an amount of up to 10% of the purchases of his or her invited Users and the Users invited by those Users, up to the 8th level inclusive. Rewards are credited to the User's Balance based on the purchased Package, accounting for the Melange commission, the amount of which is determined by the purchased Package.

4.1.2 The User can withdraw funds from the User's Balance at any time when the Withdrawal Conditions are satisfied:

1. The User has successfully completed all the lessons in the Sprint.
2. The Balance amount must be greater than or equal to the minimum withdrawal limit of 10 (ten) USD.

4.1.3 If the User does not satisfy the Withdrawal Conditions, the accumulated funds remain on the User's Balance and will become available for withdrawal when the Withdrawal Conditions are satisfied.

4.1.4 The withdrawal option is unavailable for the Users who have not confirmed their identity and can be activated at any time. To activate the withdrawal option the User must go through an identity verification procedure. During the verification process, the user must provide a selfie with the main page of their passport unfolded or ID front page. Verification of the User's data on the Service side may take up to 48 hours.

4.1.5 When the Withdrawal Conditions are satisfied, the User is obliged to withdraw funds from his or her Balance to his or her VISA or MasterCard bank card no later than three calendar months after the end of the last paid Sprint. The payment platform commission for withdrawing funds is paid by the User. If the User does not withdraw the funds from the Service within the aforementioned period, all funds are irrevocably debited from his or her Balance.

4.1.6 If the User completes a Sprint and has not purchased the next one, he or she will forgo rewards from his or her Team until the next Sprint is paid for.

4.1.7 The Service is not a payment processing service. It does not store bank card data, the User's details, or electronic wallet numbers received from the User during use of the Service, and is not responsible for the operability and availability of payment systems used to receive and withdraw funds.

4.1.8 In addition to rewards, the Service has the right to give Users additional bonuses and privileges based on purchased Packages.

5. Refund policy

5.1 Refunds are available within 24 hours after making payment for the Product provided that the User didn't start the first paid lesson of the purchased Sprint or received a reward.

5.2 To request a refund the user must contact technical support via the link available in the User's private account in the Telegram bot. In the refund request, the User must provide the User ID and transaction details (date and time the payment was made, payment ID).

5.3 Refund requests are processed within 48 hours. If the refund is approved by the Service, the funds will be transferred back to the User's card within 10 working days.

5.4 If the User started learning and interacted with paid content of the purchased course the Service reserves the right to refuse a refund to the User.

6. Special provisions

6.1 Any disputes between the Service and the User shall be settled in court in accordance with the laws of Estonia.

6.2 The Company has the right to deactivate or delete the User's account if it considers that the User is damaging the Company or negatively affecting its reputation by his or her actions, such as:

- publication of inaccurate/false information about the Service, dissemination of information that discredits the Service;
- misleading potential users about possible rewards/income received in the Service;
- misleading potential users about his or her relationship with the Company; creating and maintaining accounts or publishing materials on the Internet on behalf of the Company without its consent;
- aggressive or obsessive behavior towards other Users of the Service;

- using programs and taking actions for the purpose of (illegally) obtaining information about other Users of the Service, their accounts, balance, and other data, as well as for the purpose of disrupting the operation of the Service;
- committing other actions that discredit the honor and dignity of the Company.

7. Privacy policy

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy.

7.1 Collected data

7.1.1. When the User accesses the Service, several items of data are collected automatically. They include the public name and identifier of the User in Telegram.

7.1.2. The Service does not collect or store any other User data, including information about cards and electronic wallets, phone numbers, or email addresses.

7.2 Data usage

7.2.1 The Service uses the received data for the following purposes:

- Providing the User with access to the training part of the Service.
- Collecting and analyzing information to improve the operation of the Service.
- Notifying Users about updates of the functional part of the Service.

7.3 Data security

7.3.1. The Service uses every commercially available means to protect Users' personal data.

7.4 Data transfer

7.4.1. The Service does not transfer, sell or disclose data about the User's cards and electronic wallets to third parties.