

## **TERMS OF SERVICE**

These Terms of Service (“Terms”) govern your access to and use of the BELIQUID website (the “Website”) and any services, communications, deliverables, tools, or other interactions provided by BELIQUID (“BELIQUID”, “we”, “us”, “our”).

BELIQUID operates primarily on a business-to-business (B2B) basis. The Website and any Services are designed mainly for corporate and professional users and for use in a commercial context. If you access or use the Website or Services, you confirm that you are doing so for business purposes, whether on behalf of an organization or in connection with your professional activities.

By accessing the Website or using any Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must discontinue use immediately.

The Services are not offered to residents or citizens of the United States of America, or to users accessing the Services from the United States.

### **1. DEFINITIONS**

For the purposes of these Terms:

“Client” / “you” means (i) a legal entity, or (ii) an individual acting in a professional capacity, including an authorized representative, employee, contractor, or agent of a legal entity, in each case using the Website or Services primarily for business purposes.

“Website” means BELIQUID’s website, including any subdomains, content, and related pages.

“Services” means any services, work, communications, deliverables, tools, support, or other value provided by BELIQUID, whether via the Website or otherwise.

“Deliverables” means any outputs provided by BELIQUID in connection with Services (including documents, reports, files, materials, or other work product), regardless of format.

“Confidential Information” means any non-public information disclosed by one party to the other in connection with the Website or Services, including business, technical, operational, commercial, and financial information, whether disclosed orally, visually, in writing, or electronically.

“Applicable Law” means any law, regulation, directive, rule, sanction regime, court order, or binding requirement applicable to a party in connection with the Agreement.

“Agreement” means these Terms and any additional written agreements (including statements of work, proposals, order forms, invoices, or contracts) entered into between BELIQUID and the Client.

## **2. BUSINESS USE AND NON-CONSUMER BASIS**

2.1 Primary B2B purpose. The Website and Services are intended primarily for business and professional use. The content and materials on the Website are presented in a commercial context and may assume professional knowledge and internal business processes.

2.2 Non-consumer use. You confirm that you are not using the Website or Services as a consumer for personal, household, or non-commercial purposes.

2.3 Mandatory consumer rules. If, despite the above, any mandatory consumer protection rules apply to you under Applicable Law, you acknowledge that BELIQUID's offering remains directed primarily to business clients. Any such mandatory rights apply only to the minimum extent required by Applicable Law and do not expand beyond what the law strictly requires.

2.4 Corporate authority. Where you act on behalf of a legal entity, you represent that you have authority to bind that entity to these Terms and that the entity will be responsible for your actions and instructions.

## **3. ACCEPTANCE, UPDATES, AND COMMUNICATIONS**

3.1 Acceptance. Use of the Website or Services constitutes acceptance of these Terms.

3.2 Updates. BELIQUID may update these Terms at any time. The updated version becomes effective upon publication on the Website. Continued use after publication means you accept the updated Terms.

3.3 Electronic communications. You agree that communications related to the Website or Services may be provided electronically (including by posting on the Website or by email where used).

3.4 Records. You agree that BELIQUID may maintain records of business communications and instructions to support performance, quality control, dispute handling, and compliance.

## **4. Eligibility and Restricted Jurisdictions**

By using the Website or Services, you represent and warrant that:

You have the legal capacity and authority to enter into these Terms;

If acting for an entity, you are duly authorized to bind that entity;

You access and use the Website and Services primarily in a professional/business capacity;

You are not located in, incorporated in, or acting on behalf of a person/entity in any jurisdiction where access would be unlawful;

You are not a citizen or resident of the United States and are not accessing the Website or Services from the United States;

Your use complies with Applicable Law and does not breach obligations to third parties.

BELIQUID may refuse, restrict, suspend, or terminate access where required by Applicable Law, sanctions, risk controls, or internal compliance policies, without liability.

## 5. Relationship; No Reliance; No Advice

5.1 Independent contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, fiduciary, or agency relationship.

5.2 No reliance. You acknowledge that any materials, communications, or Deliverables are provided for business purposes and general informational use and are not a substitute for your own independent assessment.

5.3 No advice. BELIQUID does not provide investment, financial, legal, tax, or regulatory advice. You should obtain professional advice suitable for your circumstances where necessary.

## 6. ENGAGEMENT MODEL, SCOPE, AND CHANGES

6.1 Engagement. Engagement terms may be described on the Website and/or agreed in writing. BELIQUID may require written confirmation before commencing work.

6.2 Professional assumptions. Services may be delivered based on professional assumptions common to B2B engagements, including that Client representatives are competent and authorized, and that instructions are provided through appropriate business channels.

6.3 Changes. Changes to scope, timing, deliverables, assumptions, or requirements may require written confirmation and may affect fees and timelines.

6.4 Best efforts. Unless explicitly agreed otherwise in writing, BELIQUID provides Services on a best-efforts basis consistent with reasonable professional standards.

6.5 Third-party dependencies. Where performance depends on third-party systems, platforms, counterparties, or network conditions, BELIQUID is not responsible for delays or outcomes caused by such third parties.

## 7. Client Responsibilities and Cooperation

You agree to:

Provide timely instructions, approvals, and feedback through authorized representatives;

Ensure that your representatives are properly authorized and have internal approvals needed for instructions given to BELIQUID;

Provide access, materials, and information reasonably required;

Maintain secure handling of credentials, keys, access tokens, and internal approvals;

Use the Website and Services only in compliance with Applicable Law and your internal policies;

Notify BELIQUID promptly of suspected compromise, unauthorized access, or misuse relating to your accounts or communications.

If you fail to cooperate or provide required information, BELIQUID may pause work, adjust delivery estimates, or suspend access without liability.

## **8. FEES, INVOICING, PAYMENT, AND TAXES**

8.1 Commercial basis. Fees are charged on a business basis as agreed in an invoice, proposal, statement of work, or contract.

8.2 Taxes and charges. Unless stated otherwise, fees exclude taxes, duties, bank fees, transfer fees, and similar charges. You are responsible for applicable taxes and withholdings unless prohibited by Applicable Law.

8.3 Payment terms. Payment terms and due dates are as stated in the relevant invoice or written agreement.

8.4 Late payment. Overdue payments may result in suspension of access or Services until paid. BELIQUID may charge reasonable late fees or interest where permitted by Applicable Law.

8.5 Invoice disputes. If you dispute an invoice, you must notify BELIQUID promptly and in writing with reasonable detail. Undisputed portions remain payable on time.

8.6 Refunds. Unless expressly stated in writing, payments are non-refundable. Where prepayments apply, BELIQUID may retain amounts corresponding to work performed, time reserved, and costs incurred.

## **9. Acceptable Use and Prohibited Conduct**

You must not, and must not allow any third party to:

Use the Website or Services for unlawful, deceptive, harmful, abusive, or fraudulent purposes;

Interfere with, damage, disable, overload, or impair the Website, systems, or networks;

Attempt unauthorized access to any part of the Website, systems, data, or infrastructure;

Bypass access controls, security measures, or usage limits;

Introduce malware, conduct scanning, or exploit vulnerabilities;

Use the Website or Services in a way that violates third-party rights.

BELIQUID may investigate suspected misconduct and may suspend or terminate access immediately where reasonably necessary to protect the Website, BELIQUID, clients, or third parties.

## **10. CONFIDENTIALITY**

10.1 Obligations. Each party will: (i) keep the other party's Confidential Information confidential; (ii) use it only for the purposes of the Agreement; and (iii) protect it using reasonable safeguards.

10.2 Permitted disclosure. Confidential Information may be shared with personnel, affiliates, contractors, and professional advisors who have a need to know and are bound by confidentiality obligations.

10.3 Compelled disclosure. If disclosure is required by law, the receiving party will, where lawful, provide notice to allow protective steps.

10.4 Duration. Confidentiality obligations survive termination and continue for as long as the information remains confidential, unless otherwise required by Applicable Law.

10.5 Injunctive relief. A breach may cause irreparable harm; the non-breaching party may seek injunctive or equitable relief where available.

## **11. INTELLECTUAL PROPERTY**

11.1 BELIQUID IP. The Website and all underlying technology, content, templates, processes, methodologies, and know-how used by BELIQUID are owned by BELIQUID or its licensors.

11.2 License to Client. Subject to compliance with these Terms and payment of applicable fees, BELIQUID grants you a limited, non-exclusive, non-transferable license to use Deliverables solely for your internal business purposes, unless otherwise agreed in writing.

11.3 Client IP. You retain ownership of your pre-existing materials. You grant BELIQUID a limited license to use your materials solely to perform the engagement.

11.4 Restrictions. You may not copy, reverse engineer, resell, sublicense, distribute, or publicly disclose BELIQUID materials except as expressly permitted in writing.

11.5 Feedback. If you provide feedback, BELIQUID may use it without restriction or obligation unless prohibited by Applicable Law.

## **12. DATA HANDLING AND SECURITY (GENERAL)**

12.1 Business data. Where you share business data, you remain responsible for ensuring you have the right to share it and that it is appropriately protected on your side.

12.2 Security measures. BELIQUID uses reasonable measures designed to protect its systems and communications. However, no system is entirely secure, and you acknowledge that electronic communications may be subject to risks.

12.3 Client credentials. You are solely responsible for safeguarding credentials and access under your control and for actions performed using such access.

### **13. DISCLAIMERS**

13.1 As-is / As-available. The Website and Services are provided on an “AS IS” and “AS AVAILABLE” basis. To the maximum extent permitted by Applicable Law, BELIQUID disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, accuracy, and non-infringement.

13.2 No guaranteed outcomes. BELIQUID does not guarantee any particular outcome, performance, business result, or metric.

13.3 No uninterrupted availability. BELIQUID does not warrant that the Website will be uninterrupted, error-free, or free of harmful components.

### **14. LIMITATION OF LIABILITY**

To the maximum extent permitted by Applicable Law:

BELIQUID shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenue, goodwill, data, or business opportunities.

BELIQUID shall not be liable for delays or failures caused by events beyond its reasonable control or by your systems, instructions, omissions, or third-party platforms.

If liability cannot be excluded, BELIQUID’s aggregate liability arising out of or relating to the Agreement shall be limited to the fees actually paid by you to BELIQUID for the specific Services giving rise to the claim during the one (1) month immediately preceding the event giving rise to liability.

Nothing in these Terms excludes liability that cannot be excluded under Applicable Law.

### **15. INDEMNIFICATION**

You agree to indemnify and hold harmless BELIQUID, its affiliates, directors, officers, employees, and contractors from and against any claims, damages, liabilities, losses, and expenses (including reasonable legal fees) arising out of or related to:

Your use of the Website or Services;

Your breach of these Terms;

Your violation of Applicable Law or third-party rights;

Your materials, data, or instructions provided to BELIQUID.

## **16. SUSPENSION, TERMINATION, AND SURVIVAL**

16.1 Suspension. BELIQUID may suspend access or Services if payments are overdue, required information is missing, compliance risks arise, or misuse is suspected.

16.2 Termination by BELIQUID. BELIQUID may terminate access or Services immediately for material breach, unlawful use, or risk/compliance reasons.

16.3 Termination by Client. You may terminate an engagement as provided in any separate written agreement or, if none exists, by written notice, subject to payment for work performed and costs incurred.

16.4 Effect. Upon termination, any outstanding fees become immediately due.

16.5 Survival. Sections relating to confidentiality, intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution survive termination.

## **17. FORCE MAJEURE**

BELIQUID shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including acts of government, sanctions, natural disasters, power or internet failures, cyber incidents, labor disputes, or third-party outages.

## **18. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms are governed by and construed in accordance with the laws of Singapore, excluding its conflict of law principles.

Any dispute, controversy, or claim arising out of or relating to these Terms, including the validity, interpretation, breach, or termination thereof, shall first be addressed through good-faith negotiations between the parties.

If the dispute is not resolved within a reasonable period, it shall be finally resolved by arbitration seated in the Seychelles. The arbitration shall be conducted in the English language by one (1) arbitrator, unless the parties agree otherwise. The arbitral award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.

Nothing in this section prevents BELIQUID from seeking interim or injunctive relief in any competent court to protect Confidential Information, intellectual property, or to prevent misuse of the Website or Services.

## **19. MISCELLANEOUS**

Severability: If any provision is held invalid, the remaining provisions remain effective.

No waiver: Failure to enforce any provision is not a waiver.

Assignment: You may not assign your rights/obligations without BELIQUID's written consent; BELIQUID may assign to an affiliate or successor.

Entire Agreement: These Terms and any written documents referenced herein constitute the entire agreement regarding the Website and Services and supersede prior discussions..