mondu

General Terms of Mondu Financial Services B.V. for the Processing of Payments and Assignment of the Receivables underlying the Payments to be processed (PayNow)

V.1.1.1

Preamble

A. Mondu Financial Services B.V. ("**Mondu NL**") provides payment services to online business merchants (each a "**Merchant**") enabling the Merchants to offer their business customers (each a "**Customer**") a payment method for payment of purchase price of online purchases, works and services by initiating a bank transfer in the Merchant's checkout ("**Mondu PayNow Payment Method**"). Mondu GmbH ("**Mondu DE**") operates an online platform which provides the technical solution that enables Mondu NL to process payments when Customers choose the Mondu PayNow Payment Method for their online purchase, work or service contracts concluded with the Merchant ("**Customer Contracts**").

B. The present General Terms of Mondu NL for the Processing of Payments and Assignment of the Receivables underlying the Payments to be processed ("**Acquiring-GTC**") apply to Merchants having their domicile in the European Union ("**EU**") and/or the European Economic Area ("**EEA**").

C. Customers may select the Mondu PayNow Payment Method as a payment method for the purchase price, work wage payment or other payment under a Customer Contract ("**Payment**").

D. When choosing the Mondu PayNow Payment Method, Customers shall provide Mondu DE with certain information. After the provided information has been verified, Customers and Merchants will conclude a PayNow payment agreement ("**Payment Agreement**"). For the conclusion of Payment Agreements with its Customers, Merchants use the respective current template provided by Mondu NL to Merchants as amended from time to time ("**Payment Agreement Template**"). Payment Agreements between Merchants and Customers will be concluded in the Merchant checkout process as described in the platform service agreement concluded separately between Merchants and Mondu DE ("**Platform Service Agreement**").

E. Merchant offers Mondu NL the processing of all Payments under Payment Agreements which meet certain criteria that have been agreed between Mondu NL and Merchants as set out in **<u>Annex 1</u>** ("**Eligibility Criteria**").

F. Mondu NL accepts the offer of the Merchant and agrees to purchase the Receivable (as defined in section 1.2) from the Merchant and the Merchant assigns the respective Receivable (as defined in section 1.2) against the Customer to Mondu NL ("**Assignment**").

For the avoidance of doubt, with the Assignment, only the Receivable (as defined in section 1.2) against the Customer is assigned from the Merchant to Mondu NL. Mondu NL does not thereby become a party to the Customer Contract. Merchant remains the sole contractual partner of the Customer.

G. Upon (i) acceptance of the individual Payment to be processed (as defined in section 1.2) for processing, (ii) payment of the Payment Amount by the Buyer, and (iii) receipt of the corresponding invoice by Mondu DE, Mondu NL shall pay to the Merchant an amount equal to the amount of the respective Receivable (as defined in section 1.2) less the Discount (as defined in section 3) within the Payout Period (as defined in section 3) (such amount, the "**Payout Amount**"). After payment of the Payout Amount to the Merchant, Mondu NL will have a Repayment Claim (as defined in section 1.7) against the Merchant in the amount of the Payout Amount. The Purchase Price (as defined in section 2.1) for the Receivable is set-off against the Repayment Claim (as defined in section 1.7) subject to the condition of their maturity.

H. For the purpose of these Acquiring-GTC, "**Business Day**" means every day (except Saturdays and Sundays) on which commercial banks are open for business in Amsterdam, the Netherlands.

1. Payment Processing

1.1 Upon conclusion of the Acquiring Framework Agreement on the basis of these Acquiring-GTC between Merchant and Mondu NL, Mondu NL processes Payments in connection with Customer Contracts (including independent and dependent ancillary rights arising from the respective Payment Agreement) in accordance with the procedure as set out in this section 1.

1.2 On the basis of the Acquiring Framework Agreement and these Acquiring-GTC, an individual acquiring agreement is concluded between the Merchant and Mondu NL, pursuant to which (i) the Merchant authorizes Mondu NL to process the offered Payments ("**Individual Acquiring Agreement**"; the contractual Payment "**Payment to be processed**" or, in the case of several Payments, "**Payments to be processed**"), and Mondu NL agrees to purchase the Merchant's claim for payment against the Customer pursuant to the Customer Contract according to section 2 below (the contractual payment claim "**Receivable**" or, in the case of several payment claims, "**Receivables**"). Accordingly, Mondu NL is in particular entitled to accept Payments from Customers to the Merchant. Upon conclusion of the Individual Acquiring Agreements, Customers may only pay to Mondu NL or the Assignee (as defined in section 6.1) with debt-discharging effect. The due date of the individual Receivables results from the respective Payment Agreements.

1.3 The Payment amount ("**Payment Amount**") communicated by the Merchant to the Buyer during the checkout process shall be authoritative in determining the amount of the Payment to be processed.

1.4 Merchant offers Mondu NL the conclusion of Individual Acquiring Agreements for all Payments under Payment Agreements which meet the Eligibility Criteria (each an individual "**Offer**").

1.5 Mondu NL accepts the Offer (i) by processing the Payments to be processed in accordance with the provisions set out in the respective Payment Agreements and (ii) by waiving the Merchant's declaration of acceptance of the Offer. The parties acknowledge that Mondu NL has the right to revoke the processing of certain Payments, if facts exist that indicate that the underlying Customer Contract is connected to a criminal act, the Merchant or its beneficial owner(s) have not fulfilled their identification and/or verifications obligations or there are new facts raising doubts regarding their identification and/or verification.

1.6 Mondu NL shall have a repayment claim against the Merchant in the amount of the Payout Amount ("**Repayment Claim**") after payment of the Payout Amount to the Merchant. The Repayment Claim shall become due with the payment of the Payout Amount pursuant to section 3.

1.7 On the occurrence of an Insolvency Event (as defined below) all amounts owed by the Merchant to Mondu NL became immediately due and payable without notice. This applies in particular to the Repayment Claims then outstanding.

1.8 "**Insolvency Event**" means the occurrence of one or more of the following events (i) the Merchant is overindebted or insolvent or is unable to pay its debts when due under applicable law; and/or (ii) a liquidation, insolvency, or restructuring procedure is initiated against or by the Merchant; and/or (iii) the Merchant proposes to one or all of its creditors an out-of-court arrangement or settlement to avoid any of the aforementioned procedures; and/or (iv) an insolvency administrator or receiver is appointed for a substantial part of the Merchant's assets.

1.9 If payments from Customers are received by the Merchant instead of Mondu NL, the Merchant shall notify Mondu NL of these payments and immediately forward them to Mondu NL.

2. Purchase and Assignment of the Receivables

2.1 Mondu NL agrees to purchase the Receivable subject to the conclusion of an Individual Acquiring Agreement. The purchase price for the Receivable ("**Purchase Price**") shall be equal to the Payout Amount.

2.2 Payment of the Purchase Price to the Merchant is due with the payment of the Payout Amount pursuant to section 3.

2.3 The Merchant hereby assigns (*cedeert*) to Mondu NL the respective Receivable subject to the conclusion of an Individual Acquiring Agreement. Merchant undertakes to notify the Customer about the transfer of the Receivable to Mondu NL and upon shipment of the goods or provision of the work or service in full. In this regard, the Merchant agrees to fully cooperate with Mondu NL and follow its instructions.

2.4 Mondu NL hereby accepts the assignments under section 2.3.

3. Payment of the Payout Amount

Mondu NL shall pay the Payout Amount to the Merchant by midnight on the Business Day following the last day of the payout period agreed between Merchant and Mondu DE ("**Payout Period**"). The amount of the Payout Amount shall be equal to the respective Receivable less (i) a Discount in the amount proposed to Mondu NL in each case ("**Discount**"; the amount resulting from this Discount "**Discount Amount**") and (ii) the statutory value added tax (if applicable) due thereon. Payment of the Payout Amount to the Merchant shall be made on the instructions of and on behalf of Mondu NL by the safeguarding foundation Stichting Custodian Mondu Financial Services, which holds the funds of Mondu NL in trust for Mondu NL ("**Safeguarding Foundation**").

4. Possibility of Netting

4.1 Mondu NL is entitled to offset claims to which it is entitled against the Merchant against claims of the Merchant against Mondu NL, insofar as the Merchant is thereby released from the respective claim (Netting). In this context, Mondu NL is in particular entitled to offset the Repayment Claim to which it is entitled against the Merchant with the claim of the Merchant against Mondu NL for payment of the Purchase Price ("**Purchase Price Claim**").

4.2 Mondu NL and the Merchant hereby agree that the Purchase Price Claim and the Repayment Claim shall be automatically set off against each other once they mature. No further declaration or action by the parties is required for the set-off to become effective. Upon the automatic set off agreed in this section 4.2 taking effect in respect of the respective Receivable (i) Mondu NL hereby waives all financial claims from the Repayment Claim against Merchant, and (ii) Merchant hereby waives all claims from the Purchase Price Claim against Mondu NL. This, in the view of the fact that the Payout Amount shall irrevocably remain with Merchant.

5. Remuneration

5.1 For the provision of the services in connection with the respective Individual Acquiring Agreement, the Merchant shall pay Mondu NL the Discount.

5.2 Mondu NL shall (i) provide Merchant with a monthly summary invoice with respect to the services provided comprising the Discount Amount and the VAT due thereon (if any) for each Individual Acquiring Agreement and (ii) pay the respective VAT applicable on the Discount Amount (if any) directly to the competent tax authorities in accordance with the applicable statutory provisions.

6. Assignment of the Receivable to a Third Party

6.1 Mondu NL has the right to sell and assign the Receivables assigned to it to a third party (the respective third party "**Assignee**"). Merchant is obliged to cooperate fully with any sale, assignment or transfer as set out in this section 6.1.

6.2 Merchant explicitly agrees to the provisions of section 6.1 above.

7. Rescission and Cancellation

7.1 In case of a partial or full rescission or cancellation of a Payment Agreement (e.g. due to an occurrence of a condition precedent or subsequent as defined in the Payment Agreement, a withdrawal from, or a goodwill cancellation of a Customer Contract) the respective Individual Acquiring Agreement shall likewise be rescinded and will be changed to an obligation of restitution which means that goods and/or services and payments received are to be returned. In case of a rescission, Merchant shall immediately (i) (re-)pay the Payout Amount received from Mondu NL (if any), and (ii) pay the Discount Amount. If the Payment Agreement is rescinded after Merchant communicated the underlying invoice to Mondu DE and before receipt of the Payout Amount, the Merchant shall pay to Mondu NL an amount equal to the Discount Amount.

For the avoidance of doubt, also in case of a rescission the Discount Amount is calculated based on the original Payment Amount regardless of any Refund Claims (as defined in section 7.4) and shall be due for payment in full even if Customers have already fulfilled the Payment Agreement in full.

7.2 In case of a rescission of an Individual Acquiring Agreement as set out under section 7.1 above and subject to the condition precedent (i) of repayment of the Payout Amount and payment of the Discount Amount, Mondu NL (re-)assigns to Merchant the respective Receivables. Merchant hereby accepts such a (re-)assignment.

7.3 In the event of partial or full rescissions of the Customer Contracts, the Merchant is the obligor of Refund Claims (as defined in section 7.4 below). Merchant accepts that (i) Refund Claims will be paid by Mondu NL directly to Customer with debt-relieving effect in favour of Merchant and that (ii) Merchant shall reimburse Mondu NL for all payments on Refund Claims. Section 4 sentence 1 shall apply accordingly.

7.4 "**Refund Claim**" is an existing price reimbursement claim of Customer resulting from all of the following steps (i) conclusion of a Customer Contract between Merchant and Customer, (ii) shipment or provision of the purchased goods, works or services to Customer, (iii) payment of the agreed purchase price by Customer, (iv) effective partial or complete withdrawal from the Customer Contract by Customer, and (v) confirmation of the partial or complete cancellation of the Customer Contract by Merchant.

8. [omitted]

9. Merchant's Obligations

9.1 Merchant guarantees upon (i) conclusion of the Acquiring Framework Agreement, (ii) conclusion of each Individual Acquiring Agreement, (iii) authorizing Mondu NL to process the Payments to be processed, and (iv) any assignment of Receivables to Mondu NL under the present Acquiring-GTC that

9.1.1 Merchant is a businessman;

9.1.2 Customers are not consumers, i.e., Customers are persons acting in the context of a profession or occupation;

9.1.3 the transaction underlying the Individual Acquiring Agreement is a commercial transaction for Merchant and the Customer;

9.1.4 the Payments are not payments from an ongoing current account that is managed by the Merchant for the respective Customer;

9.1.5 there is no reason to file for bankruptcy proceeding against Merchant (insolvency, imminent insolvency and/ or overindebtedness);

9.1.6 Merchant meets all its obligations arising from and in connection with taxes, including VAT (if any), and, in particular, discharges, taxes timely, correctly and fully;

9.1.7 Customer Contracts and Payment Agreements are subject to the laws of the jurisdiction in which the Merchant is domiciled and have been validly concluded in accordance with these laws;

9.1.8 Customer Contracts as mentioned in section 9.1.7 are not subject to a secret reservation or a lack of seriousness and are not simulated transactions;

9.1.9 Customer Contracts as mentioned in section 9.1.7 cannot be cancelled by unilateral notice (e.g. contestation) at the time of the respective authorization of Mondu NL with the processing;

9.1.10 Merchant fulfils Customers claims in case of a rescission according to section 7;

9.1.11 no party to any Payment Agreement is an affiliate of the Merchant or otherwise closely connected with the Merchant;

9.1.12 Merchant is the sole commercial owner of the Receivables and is not restricted in any way in its right to authorize a third party to process the Payments to be processed and assign the Receivables;

9.1.13 Merchant has not and will not otherwise dispose of the respective Receivables prior to assignment to Mondu NL, and has not granted and will not grant any third party any rights on or to the Receivables;

9.1.14 Merchant represents and warrants, at the time of the Assignment, it has sole legal and beneficial title to the relevant Receivable and is entitled to transfer and assign the Receivable free from any security interest or other third-party rights. To the extent that any of the Receivable is subject to any extended retention of title arrangements, Merchant further represents and warrants that it is entitled under the relevant retention of title agreement to sell and transfer the respective Receivable to Mondu NL. In particular, Merchant warrants with respect to such Receivable that: (i) Merchant obtained all necessary consents or authorisations from the relevant supplier to assign the Receivable, (ii) the consideration received by Merchant for the Assignment is at least equal to the amount payable to the relevant supplier in connection with the assigned Receivable, and (iii) Merchant will promptly settle any amounts outstanding to the relevant supplier in accordance with the underlying supply agreement or retention of title arrangement upon receipt of the Payout Amount.

9.1.15 Merchant holds full legal title to the Receivables (each as they come into existence) with full power to dispose of such Receivables, and no (extended) retentions of title exist in the context of the Receivables nor did Merchant assign, pledge to third parties or otherwise dispose of any Receivables;

9.1.16 Merchant has duly paid its business partners, in particular its suppliersIn the case that contrary to section 9.1.14 an extended retention of title has been agreed between Merchant and any supplier, Merchant in particular guaranties that relevant supplier has been paid and undertakes to pay the relevant supplier without undue delay after receiving the Payout Amount;

9.1.17 the Customer Contracts are not subject to litigation or out-of-court disputes at the time of the respective authorization of Mondu NL with the processing;

9.1.18 all purchase price, wages or remuneration claims are subject to the provisions set out in the respective Payment Agreements (to be) concluded between Merchant and Customer as set out in the Payment Agreement Template;

9.1.19 Customers do not have any rights under a Customer Contract to refuse or reduce payment of the respective Payments or to meet payment obligations by means of set-off, other than the rights referred to in section 7.1;

9.1.20 the amount of the Payments communicated by Merchant to the respective Buyers during the checkout process is exactly equivalent to the amount of the Payment Amount of the Payments due under the respective Payment Agreement;

9.1.21 in case of any shipment of goods under a Customer Contract, (i) the shipping address and the invoice address are identical, unless Mondu DE agreed to a different shipping address at the time of the conclusion of the Payment Agreement, (ii) the Merchant has provided the Customer with the option of tracking the shipment and (iii) in the event of suspected fraud and corresponding information to the Merchant by Mondu DE, the Merchant has requested the transport company to stop the shipping of goods that has not yet taken place;

9.1.22 Merchant informs Mondu DE immediately about any disputes between Merchant and Customer resulting from complaints of Customers regarding the delivered goods or services under a Customer Contract or the existence, validity or terms of the Payment Agreement ("**Disputes**");

9.1.23 Merchant complies with all data protection regulations;

9.1.24 Merchant issues or has issued the invoice in respect of each Customer Contract no later than 30 days after delivery of the goods or after the work or service has been rendered; and

9.1.25 Merchant remains the sole contractual partner of the respective Customer even after the authorization of Mondu NL to process the Payments to be processed and the Assignment of the Receivables to Mondu NL. Mondu NL does not become a contracting party. In the event that a Customer should nevertheless assert claims from the Customer Contract against Mondu NL, the Merchant shall indemnify Mondu NL upon first request against any third-party claims arising from and in connection with the Payments, including, but not limited to, all claims for damages and compensation and guarantee claims in relation to the goods sold and services provided by Merchant. The obligation to indemnify pursuant to this section 9.2 also covers legal costs and fees incurred by Mondu NL in case of any litigation or out-of-court disputes in relation to any Payment. This includes, in particular, the fees of any lawyers hired by Mondu NL which are chosen at Mondu NL's discretion and remunerated in accordance with customary hourly fee rates.

9.2 Where a guarantee given under section 9.1 has been infringed, Mondu NL particularly has the right to rescind the relevant Individual Acquiring Agreement in text form (email sufficient).

9.3 Merchant acknowledges and understands that Mondu NL is a regulated entity subsequent to regulatory obligations and in particular required to perform certain KYC/ onboarding processes as dictated by regulatory authorities. Merchant shall, in case required by Mondu NL, offer reasonable assistance to Mondu NL (including but not limited to providing on Mondu NL's request all information it reasonably requires) to enable Mondu NL to comply with its regulatory obligations.

9.4 Merchant shall provide Mondu NL upon request with any documents, confirmations or other information required by any regulator or other authority, insurance or bank and Merchant shall, by complying with such request, consent to the sharing of personal data (if any) connected with the request.

10. Liability of Mondu NL

10.1 Subject to section 10.2 and except in case of wilful misconduct and gross negligence as well as in the case of injury to life, limb or health, any liability of Mondu NL is excluded.

10.2 For the avoidance of doubt, the liability exclusion in section 10.1 shall not apply in the event that Mondu NL violates its obligation to pay the Payout Amount to the Merchant as Mondu NL's essential contractual obligation (section 3.1 above).

11. No Assignment and/or Set-Off by Merchant

11.1 Any rights and duties from Merchant under and in connection with the agreements with Mondu NL, in particular the Acquiring Framework Agreement, cannot, wholly or partially be assigned, pledged and/or otherwise transferred by Merchant to third parties, without the prior written consent of Mondu NL.

11.2 Any set-off and/ or assertion of rights of retention and/ or rights to refuse performance by the Merchant to Mondu NL is excluded unless the set-off and/ or right of retention and/ or right to refuse performance is based on claims which are undisputed or res judicata.

12. Data Exchange

12.1 Mondu NL and Mondu DE will exchange data obtained in the context of Acquiring Framework Agreement, Customer Contract and/or Payment Agreement conclusion. Merchant explicitly agrees to the exchange of such data. The agreement regarding this data exchange constitutes a genuine contract for the benefit of third parties for Mondu DE with the consequence that Mondu DE may derive its own claims therefrom.

12.2 Any collection, processing and use of personal data shall be carried out in compliance with the latest version of Mondu NL's privacy policy accessible at Mondu NL's website.

13. Costs

Except as otherwise agreed, each party will bear its own costs and expenditures in connection with the preparation, negotiation and performance of the Acquiring Framework Agreement, including fees, costs and expenditures of their advisors.

14. Notices and Declarations

14.1 In the cases where Mondu DE is acting as a messenger for Merchant, Mondu DE has the right to accept declarations on Merchant's behalf as well as to submit declarations in connection with Payments.

14.2 All legal declarations and notices in connection with the Acquiring Framework Agreement must be made in text form (e.g., email), unless a stricter form is mandatory by law.

15. Effective Date; Term and Termination of the Acquiring Framework Agreement

15.1 The Acquiring Framework Agreement will become effective upon execution by both parties and has the minimum term specified in the underlying Platform Service Agreement. The term shall be extended by 12 months in each case unless either party terminates the agreement with 90 days' notice to the end of the respective term.

15.2 Any termination refers to the Acquiring Framework Agreement only and not to the Individual Acquiring Agreements which cannot be terminated, i.e., any Payments offered for processing and already accepted by Mondu NL remain unaffected by any termination of the Acquiring Framework Agreement. Section 9.3 remains unaffected.

16. Final Provisions

16.1 Any amendments of and addenda to the Acquiring Framework Agreement must be in text form (e-signature sufficient) unless the law prescribes a stricter form. The text form requirement may only be waived in an agreement using text form.

16.2 There are no verbal ancillary agreements.

16.3 Amendments to the present Acquiring-GTC will be proposed to Merchant in text form no later than two weeks prior to their proposed effective date ("**Amendment Effective Date**") (each such proposal an "**Amendment Proposal**"). Where Merchant agreed on an electronic communication channel with Mondu NL within the scope of the business relationship, the amendments may also be proposed via this channel.

The Amendment Proposal shall become effective on Amendment Effective Date if Merchant has not rejected the Amendment Proposal in writing no later than one day prior to the Amendment Effective Date (fictitious consent). If Merchant has effectively rejected the Amendment Proposal, Mondu NL may terminate the Acquiring Framework Agreement with immediate effect. Section 15.2 above applies accordingly to termination pursuant to this section 16.3.

16.4 Should individual terms of the Acquiring Framework Agreement and/or the Acquiring-GTC (collectively "**Agreements**") or a term to be incorporated in either of these be or become wholly or partially invalid or infeasible or should the Agreements have an unplanned legal gap this will not affect the validity of the remaining terms of the Agreements. The invalid or infeasible term or legal gap are to be replaced by the parties by an adequate term which comes legally as close as possible to what the parties intended or would have intended in accordance with the nature and purpose of the Agreements had they considered the item upon conclusion of the Agreements or upon subsequent incorporation of the term. This will also apply where the invalidity of a term is based on a standard unit of performance or time (deadline or date); in such cases a legally admissible unit of performance and time (deadline or date) which comes as close as possible to what was originally intended will replace the agreed unit.

16.5 To the extent permissible by applicable law, Mondu NL is entitled to assign or otherwise transfer its rights under the Acquiring Framework Agreement, in whole or in part, to a third party without the Merchant's prior written consent, provided that the third party agrees in writing to be bound by these Acquiring-GTC. The Merchant is only entitled to assign or otherwise transfer its rights and obligations under the Acquiring Framework Agreement with the prior written consent of Mondu NL.

16.6 The present Acquiring-GTC as well as any Acquiring Framework Agreement and each Individual Acquiring Agreement concluded on the basis of the present Acquiring-GTC are subject to the laws of the Netherlands and the UN Sales Convention. The legal effect of the Assignment vis-à-vis third parties, including the requirements for the Assignment to be effective against third parties (third-party effect), shall be governed by the conflict of laws rules under the applicable private international law of the relevant jurisdiction. To the extent that the applicable private international law does not provide specific conflict of laws rules for the third-party effect of assignments, the third-party effect shall be governed by the law governing the assigned receivable (the law of the claim/statute of the claim).

16.7 To the extent permitted by law, the exclusive place of jurisdiction for all disputes (i) arising from or in connection with the Acquiring Framework Agreement, (ii) the present Acquiring-GTC and (iii) any Individual Acquiring Agreement is Amsterdam, the Netherlands.

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Annex 1 - Eligibility Criteria

Criteria
Conclusion of Customer Contract between Merchant and Customer
No Restricted Goods/ no Restricted Services/ no Restricted Industry
No sanctioned Customers
Underlying Receivable is due at the time of Assignment
Proper use of Payment Agreement Templates
Positive up-to-date Merchant KYC/ AML check
Aggregate Nominal Value of Payments to be processed ≤EUR 750k

For the purpose of this Annex 1 - Eligibility Criteria, the following terms have the following meaning:

"**Restricted Industry**" means either of prostitution, adult entertainment and eroticism, narcotics, drugs and drug paraphernalia, explosives and fireworks, child labor and forced labor, gambling, casinos, gemstones and precious metals, production and/or trading in endangered species, weapons and defense industry, network marketing, multi-level marketing, prohibited goods, works and services, those involving a significant adverse environmental impact, those involving the provision of military services which are not being provided by a government or regular force, those involving products that infringe the intellectual property of others, including (but not limited to) counterfeit goods and illegally copied software, money laundering, terrorism financing, corruption, bribery, tax evasion, fraud and/ or industries of a similar kind;

"**Restricted Goods**" means any goods emanating from any Restricted Industry, and

"**Restricted Services**" means either any services relating to any Restricted Industries, illegal or sanctioned services, adult services, dating and matchmaking services, legal services, deceptive or predatory services and/ or services of a similar kind.