

## GENERAL TERMS OF USE OF ULTIMA.IO

### **Sec. 1 Subject matter and scope of the contract of use; scope of application**

- (1) Senta Tech LLC, City of Tbilisi, Georgia, E-Mail: info@ultima.io (hereinafter: **ULTIMA.IO**) operates an Internet platform under the domain [www.ultima.io](http://www.ultima.io), where highly sophisticated and novel concept of network server farms for minting block chain-based digital information units (hereinafter: collectively referred to as "**Products**") are made available to visitors (hereinafter: "**Users**") against a fee and in part free of charge. By using ULTIMA.IO, you accept the following General Terms of Use and enter into a contract with ULTIMA.IO for the use of ULTIMA.IO's Internet platform.
- (2) These Terms of Use apply exclusively. The user's Terms of Use or Terms of Business shall not apply, even if ULTIMA.IO has not separately objected to their application in the individual case.
- (3) ULTIMA.IO may make the use of the Internet platform or of individual functions or the extent to which individual functions may be used subject to certain conditions, e.g. verification of registration data, useful life, account type (private/commercial), payment behavior or presentation of certain supporting documents (e.g. proof of identity and/or residence).

### **Sec. 2 Availability; system failures; technical conditions for use**

- (1) The user's claim to availability of the ULTIMA.IO Internet platform exists only within the context of the current state of the art. ULTIMA.IO shall temporarily restrict its services if this is required with regard to capacity limits, security or integrity of the servers or for the implementation of technical measures and if it serves the proper or enhanced provision of the services (maintenance work). In such cases, ULTIMA.IO shall take the legitimate interests of users into account, e.g. by providing advance information. Section 7 of these Terms of Use (Limitation of liability) shall not be affected by the above provision.
- (2) If an unforeseen system failure affects the use of ULTIMA.IO's Internet platform, users shall be notified in a suitable manner.
- (3) Access to the Internet platform shall be possible only by using a browser or Apps running on a computer or a mobile device with an Internet connection. In order to be able to fully use ULTIMA.IO's Internet platform, users must always use the latest (browser or App) technologies or enable their use on his or her computer (e.g. activation of Java Script, cookies, pop-ups). When using older or uncommon technologies, the use of ULTIMA.IO's Internet platform may be limited. It is expressly noted that the displays and printouts of the data displayed on the website may differ from the screen display due to individual hardware or software configurations, and that the user's Internet connection shall be the user's responsibility, without ULTIMA.IO having any influence over or responsibility for this.

- (4) Unless expressly stipulated otherwise in these General Terms of Use, upon the user's registration on the Internet platform, all communication between ULTIMA.IO and the user regarding the purchase of products shall take place electronically only via the Internet platform and by email. Except in case of a statutory requirement to do so, no additional paper declarations shall be sent to users.

### **Sec. 3 Registration; time of contract conclusion**

- (1) The use of several services of ULTIMA.IO's Internet platform shall require prior registration. Registration shall be possible only for persons who have completed their 18th birthday. There shall be no claim to the enter into a contract of use.
- (2) The data requested during registration must be entered completely and correctly. If the provided data change after registration, the user shall be obliged to update the data in his or her ULTIMA.IO account without undue delay.
- (3) Users who use ULTIMA.IO's Internet platform in the context of carrying out their commercial or self-employed professional activities shall be obliged to supplement their registration data with the information required by law.
- (4) ULTIMA.IO may make the use of the Internet platform or individual functions or the extent to which individual functions can be used subject to certain conditions, such as verification of registration data, duration of use, account type, payment behavior or dependent on the presentation of certain proof (e.g. proof of identity, purchase, payment or ownership). In particular, ULTIMA.IO may, under certain conditions, restrict a user's activities and, in doing so, make the use of the Internet platform dependent on further conditions such as prior verification.
- (5) A legal entity or partnership may only be registered by an individual authorized to represent it, who must be designated by name. When individuals register, they may register only individually.
- (6) Users must keep their password secret and carefully secure access to their ULTIMA.IO account. Users shall be obliged to notify ULTIMA.IO immediately once they become aware of any indications that a ULTIMA.IO account has been misused by third parties.
- (7) Registrations with ULTIMA.IO are non-transferable. Multiple registrations of the same person shall not be permitted.

### **Sec. 4 Obligations of the user; Blocking of accounts**

- (1) When using ULTIMA.IO's website, you shall be prohibited from violating any rights of third parties, harassing third parties or otherwise violating applicable laws or moral standards. You undertake in particular to refrain from the following actions:

- Disseminating statements with abusive, harassing, violent, violence-glorifying, inflammatory, sexist, obscene, pornographic, racist, morally objectionable or otherwise objectionable or prohibited content;
- Insulting, harassing, threatening, scaring, slandering, embarrassing other customers, employees or distributors of ULTIMA.IO;
- Spying on, disclosing or disseminating personal or confidential information of other customers, distributors or employees of ULTIMA.IO, or disregarding the privacy of other customers, distributors or employees ULTIMA.IO in any other manner or way;
- Disseminating false claims regarding race, religion, gender, sexual orientation, origin, social status of other customers, employees or distributors of ULTIMA.IO;
- Spying on, disclosing or disseminating confidential information of ULTIMA.IO;
- Disseminating false allegations about ULTIMA.IO;
- Pretending to be an employee of ULTIMA.IO or of an affiliated company or partner of ULTIMA.IO;
- Using legally protected images, photos, graphics, videos, musical pieces, sounds, texts, trademarks, titles, designations, software or other content and signs, without the consent of the rights owner(s) or permission by contract, law or regulation;
- Disseminating statements with advertising, religious or political content;
- Using prohibited or illegal content;
- Exploiting programming errors (so-called bugs);
- Taking measures that may result in excessive server loads and/or massive impact on the operations of other customers;
- Hacking or cracking as well as promoting or inciting hacking or cracking;
- Disseminating counterfeit software and promoting or inciting the dissemination of counterfeit software;
- Upload files containing viruses, Trojans, worms, or corrupted data;
- Using or distributing "auto" software programs, "macro" software programs, or other "cheat utility" software programs;
- Modifying the service or parts thereof;
- Using software enabling so-called "data mining" or otherwise intercepting or collecting information related to the service;
- Interrupting transmissions to and from service servers and website servers; and/or
- Hacking the service, data, or website servers.

- (2) ULTIMA.IO notes its domestic rights with regard to the use of its online offering and expressly reserves the right to block the online account immediately in case the use constitutes a breach of these Terms of Use, in particular of any of the obligations stipulated in (1) or otherwise of applicable law.

## **Sec. 5 No investment advice**

ULTIMA.IO expressly does not provide any investment advice or other advice on FinTech and Blockchain products. No information or consulting contract for products from the FinTech and Blockchain area shall be formed. The information available on ULTIMA.IO's Internet platform shall not constitute a consulting service by ULTIMA.IO and shall not replace expert advice.

## **Sec. 6 Data protection**

ULTIMA.IO shall collect and process the data voluntarily provided by users only within the framework of the statutory provisions. For detailed data protection provisions, see our Privacy Policy.

## **Sec. 7 Limitation of liability**

- (1) ULTIMA.IO may not be held responsible for incorrect information in the user's registration. This means that ULTIMA.IO cannot accept any liability for the accuracy of such information and that any user content secured by ULTIMA.IO constitutes information unrelated to ULTIMA.IO within the meaning of applicable law.
- (2) Furthermore, ULTIMA.IO shall not be liable for the occurrence of the desired success, which the user hopes to realize by using the Internet platform.
- (3) Moreover, ULTIMA.IO shall be liable — with the exception of injury to life, body and health and the breach of essential contractual obligations (material contractual obligations) — only for damages attributable to intentional or grossly negligent conduct. This shall also apply to indirect consequential damages such as, in particular, lost profits.
- (4) Liability shall be limited — except in case of intentional or grossly negligent conduct or in the case of damage resulting from injury to life, body or health and the breach of essential contractual obligations (material contractual obligations) — to the amount of damage foreseeable at the conclusion of the contract and typical for this type of contract. This shall also apply to indirect consequential damages such as, in particular, lost profits.
- (5) To the extent that ULTIMA.IO's liability under this Agreement is excluded or limited, this shall also apply in favor of the personal liability on the part of the legal representatives, officers, and simple vicarious agents of ULTIMA.IO.

## **Sec. 8 Trademark and copyright law**

- (1) In relation to you, ULTIMA.IO shall be the sole holder of the reproduction, distribution and processing rights as well as all copyrights as well as the right of incorporeal transmission and reproduction of the ULTIMA.IO website and its individual contents, services of the performances and industrial property rights developed otherwise. The use of all services and the contents, materials, as well as trademarks and trade names contained therein (e.g. the designations ULTIMA.IO and the associated logo) shall be permitted exclusively for the purposes set forth in these Terms of Use. Use without the express permission of ULTIMA.IO shall constitute a violation of these Terms of Use and may result in blocking or deleting your profile.
- (2) You shall retain all rights and bear the sole responsibility for any content uploaded by you (e.g. in the ULTIMA.IO Community). ULTIMA.IO shall only obtain any and all rights to such contents as are necessary in connection with publication and use of the contents on ULTIMA.IO's platform.

- (3) Any breaches of copyright, trademark or other ancillary copyrights shall be prosecuted by ULTIMA.IO and ULTIMA.IO reserves the right to delete or disable — in its sole discretion — content, where such breach has been reported and to block the profiles of repeat perpetrators.

## **Sec. 9 Subject to change; Applicable law and jurisdiction; severability clause**

- (1) ULTIMA.IO is entitled to change this contract at any time. ULTIMA.IO will announce changes via e-mail with a notice period of six weeks before the change comes into force, specifying the future change of the contract. The User has the right to object to the amendment or to terminate the contract in text form without notice as of the effective date of the amendment. In case of objection ULTIMA.IO is entitled to terminate the contract properly. If the User does not terminate the contract or does not object to the change until the change comes into effect, the changes will come into effect from the date stated in the change notice. ULTIMA.IO is obliged to inform the User about the meaning of his/her silence in the notice of change.
- (2) For all disputes arising in connection with initiation, performance or settlement of the contract of use between ULTIMA.IO and the user, the laws at the registered office of ULTIMA.IO shall apply exclusively, unless mandatory consumer protection regulations of the country of the user's habitual residence have priority. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (3) ULTIMA.IO is neither willing nor required to participate in dispute resolution proceedings before any consumer mediation body.
- (4) Place of jurisdiction and performance shall be the ULTIMA.IO's registered office if the user is a merchant, a legal entity under public law or a special fund under public law.
- (5) If individual provisions of the present General Terms of Use are or become invalid or unenforceable, this shall not affect the validity of the General Terms of Use and/or the contract of use. The invalid or unenforceable provision shall be replaced with such valid and enforceable provision, which in terms of its effects comes nearest to the economic objective intended by the Contracting Parties with the invalid or respectively, unenforceable provision.

General Terms of Use status: 20<sup>th</sup> of May 2023