

# General Terms and Conditions (GTC) of ULTIMA.IO

## **Note on the language version of the GTC**

The following General Terms and Conditions (GTC) are legally binding in the present language version. Users who do not fully understand the language of individual content or provisions are obliged either to obtain a professional translation by a sworn translator or to use a machine translation at their own risk for better comprehensibility.

ULTIMA.IO expressly points out that language-related misunderstandings, misinterpretations or comprehension problems do not give rise to any separate liability or legal consequences. Only the objective content of the present language version is decisive.

## **§ 1 Definitions**

The following terms apply within the scope of these General Terms and Conditions (GTC):

(1) "ULTIMA.IO" refers to the platform operated by Senta Tech LLC, which gives registered users access to various digital software and technology offerings in the field of blockchain-based applications. The platform can be accessed via the Internet address [www.ultima.io](http://www.ultima.io).

(2) "Technology modules" are digitally provided components or license models that can open up or expand certain functions within the digital ecosystem of ULTIMA.IO. Their use may be associated with the provision of technical resources (e.g. server capacities).

(3) "Token" means a digital unit of value whose use within the ULTIMA.IO system can serve as a technical prerequisite for activating certain functions. ULTIMA.IO is not an issuer or provider of tokens and does not itself offer any trading activity with them.

(4) "User" means any natural or legal person who registers on the platform and/or activates a module, irrespective of the extent of actual use.

(5) "Module" means a technically defined, separately activatable function within the ULTIMA.IO platform that is used in blockchain-related scenarios. Modules can include, for example, computing power, access to certain interfaces or algorithmic processes.

## **§ 2 Provider and subject matter of the contract**

(1) The contractual partner within the scope of these General Terms and Conditions is the:

Senta Tech LLC

Omar Khizanishvili Str. N 264

Gldani District, Tbilisi

Technology Park Free Industrial Zone

Tbilisi, Georgia

E-mail: info@ultima.io

(hereinafter referred to as "**ULTIMA.IO**" or "the Platform")

(2) ULTIMA.IO provides a technological platform that gives registered users access to various digital modules, resources and software-based applications for use, expansion or interaction with blockchain-based systems. The specific scope of services results from the separate description in each individual case or a separately concluded agreement with the user.

(3) Certain modules of the platform may be subject to technical requirements or proof of payment. The payment serves exclusively to activate the respective license model and represents consideration for the time-limited use of digital functional units.

(4) The platform itself does not provide any financial services, crypto-asset services, trading brokerage or custody of crypto-assets. It does not provide investment advice or portfolio management as defined by law.

### **§ 3 Registration and user account**

(1) Prior registration on the platform is required in order to use the services of ULTIMA.IO. Registration takes place via the website [www.ultima.io](http://www.ultima.io) and is free of charge. However, the use of individual functions or modules may be subject to separate technical or contractual requirements.

(2) The user undertakes to provide all required information completely and truthfully during the registration process. This includes, in particular, first and last name, a valid e-mail address and a secure password. The platform reserves the right to request additional proof as part of an identification procedure (e.g. KYC).

(3) Only natural persons who have reached the age of 18 as well as legal entities and partnerships are eligible for registration, provided that the person authorized to represent them has the corresponding legal capacity.

(4) Each user may only have one user account. Multiple registration is only permitted with the prior express consent of ULTIMA.IO. ULTIMA.IO reserves the right to block or delete multiple accounts without consent.

(5) The disclosure of access data or the use of the account by third parties is prohibited. The user is obliged to keep his access data safe and to inform ULTIMA.IO immediately if misuse or unauthorized access is detected.

(6) The transfer of a user account to another person is only permitted with the prior express written consent of ULTIMA.IO. Automated or commercial use of the account by third parties is excluded.

(7) ULTIMA.IO reserves the right to refuse or revoke registrations or access at any time and without giving reasons, in particular in the event of suspected misuse, incorrect information or security-related risks.

#### **§ 4 Service description and conclusion of contract**

(1) ULTIMA.IO offers various digital modules, software elements and technical functionalities via the platform, which can be activated and used individually or in combination by the user. The specific content, scope and purpose of the respective service can be found in the current module description on the platform or in an agreement to be concluded separately.

(2) The use of chargeable services generally requires that the user fulfills a technical access requirement, in particular by making a payment using a settlement procedure accepted by ULTIMA.IO.

(3) Before the conclusion of a chargeable activation, the user will be informed transparently about the service content, technical requirements, duration and any token bindings or other conditions. The contract for the use of the respective module is concluded as soon as the user performs a corresponding activation action (e.g. by clicking on "Activate module") and this is confirmed by the system or by e-mail.

(4) A module can be provided for a limited or unlimited period of time. The contract term is determined by the respective module description. Automatic extensions require an express agreement.

(5) The user acknowledges that certain modules will only function if technical requirements are met (e.g. current token status, correct interface connection, third-party provider availability). ULTIMA.IO does not guarantee continuous availability of individual modules if these are dependent on external factors.

(6) The platform does not offer individual customization or development of modules, unless this has been expressly agreed in a separate individual agreement.

## **§ 5 User obligations and conduct on the platform**

(1) The user undertakes to use the platform and the modules provided on it exclusively within the framework of the applicable laws, these GTC and in accordance with the recognized principles of fairness and digital etiquette.

(2) In particular, it is prohibited to disseminate content via the platform or to take actions that:

- violate legal regulations or the rights of third parties (in particular copyright, trademark, personal or data protection rights),
- are offensive, discriminatory, racist, obscene, glorify violence or are otherwise inappropriate,
- circumvent or disrupt the platform's technical security mechanisms,
- use malware, scripts or automated access methods (e.g. scraping, bots) that have not been expressly permitted,
- place an excessive load on the platform or its servers or interfere with other users,
- impersonate employees of ULTIMA.IO or authorized partners,
- infringe property rights or trade secrets through unauthorized use by third parties.

(3) The user undertakes to observe all security precautions, in particular with regard to the use of passwords, authentication data, API access or other personal configuration parameters.

(4) In the event of breaches of the aforementioned obligations, ULTIMA.IO is entitled to temporarily or permanently block the user account, restrict individual functions or terminate the contractual relationship without notice. The assertion of further rights is expressly reserved.

## **§ 6 Technical requirements and availability**

(1) ULTIMA.IO endeavors to provide the platform and the functions provided on it with the highest possible technical availability. An average annual system availability of at least 90% is aimed for, but not guaranteed.

(2) In particular, the following are not included in the calculation of availability:

- scheduled maintenance work or system updates,
- safety-related or technical interruptions,
- Disruptions that are beyond the control of ULTIMA.IO (e.g. failures at infrastructure or third-party providers, attacks by third parties, force majeure).

(3) The user is responsible for creating the technical requirements necessary for the use of the platform. This includes in particular

- a stable Internet connection,
- the use of a current Internet browser with activated JavaScript and cookie function,
- a compatible wallet or token management technology, if applicable.

(4) The use of individual modules or functions may require further technical prerequisites, e.g:

- the successful completion of a payment and activation of the respective module,

- setting up access rights or interface connections,
- compliance with configuration specifications in connection with third-party providers.

(5) Limitations of the platform functionality that are due to inadequate system requirements or incorrect operation by the user do not justify any claim for reimbursement, replacement or extension.

## **§ 7 Termination and blocking of the user relationship**

(1) The user may terminate the user relationship with ULTIMA.IO at any time by declaration in text form (e.g. by email to support@ultima.io). The termination only affects the future use of the platform. Already activated modules remain unaffected by this.

(2) ULTIMA.IO is entitled to terminate the user relationship with the user for good cause without notice and to block the user account. Good cause exists in particular if:

- the user violates essential provisions of these GTC,
- incorrect or misleading information was provided during registration or use,
- technical protective measures have been circumvented or manipulated,
- the account is misused by third parties or by automated processes,
- content or actions of the user violate the rights of third parties or applicable law.

(3) A blocking or termination has no influence on the expiry of technical terms of use (e.g. term of a module or a token binding), unless ULTIMA.IO expressly declares a reversal. The user is not entitled to a refund or compensation if the termination is based on culpable behavior on the part of the user.

(4) ULTIMA.IO reserves the right to deactivate or delete user accounts that have been inactive for a period of more than 12 months after prior notice, provided that no fee-based module is active.

## **§ 8 Liability**

(1) ULTIMA.IO is liable without limitation for damages resulting from injury to life, limb or health, insofar as these are based on an intentional or negligent breach of duty by ULTIMA.IO, its legal representatives or vicarious agents.

(2) ULTIMA.IO shall only be liable for other damages - regardless of the legal grounds - in cases of intent and gross negligence. In the case of simple negligence, liability shall only exist in the event of a breach of essential contractual obligations (cardinal obligations), i.e. those whose fulfillment is essential for the proper execution of the contract and on whose compliance the user may regularly rely. In these cases, liability is limited to the foreseeable, typically occurring damage.

(3) ULTIMA.IO accepts no liability for:

- technical malfunctions, interruptions or failures of the platform, insofar as they are beyond the control of ULTIMA.IO;
- the functionality or accessibility of external interfaces, blockchain infrastructures or third-party platforms;
- any losses of digital assets due to improper use, misconfiguration or security deficiencies on the user side;
- Content, data or information posted or provided by users themselves on the platform.

(4) The use of software or modules provided is at the user's own risk. This applies in particular to configuration errors, compatibility problems, malfunctions or unintentional transaction triggers.

(5) The provisions of the Product Liability Act and other mandatory statutory provisions on liability shall remain unaffected.

## **§ 9 Data protection**

(1) ULTIMA.IO processes users' personal data in accordance with the applicable data protection regulations at the place of processing.

(2) The collection, processing and use of personal data shall only take place insofar as this is necessary for the establishment, implementation or termination of the user relationship or if the user has expressly consented to this.

(3) Personal data is processed in particular in the context of the following processes:

- Registration and administration of the user account,
- Technical provision of the platform and modules,
- Communication with the user,
- Authentication and security checks (e.g. as part of an identification procedure, if required).

(4) Personal data will only be passed on to third parties,

- if and insofar as this is necessary for the fulfillment of the contract (e.g. technical service providers),
- if there is a legal obligation to do so or
- if the user has expressly consented.

(5) Depending on the applicable data protection law, the user has the following rights in particular:

- information about the personal data stored about him/her,
- Correction of incorrect or incomplete data,
- erasure or restriction of processing,
- and - where provided for by law - the right to data portability.

(6) Further information on data processing, the technologies used (e.g. cookies, analysis tools), the storage period and the contact person for data protection issues can be found in the current privacy policy on our sites

## **§ 10 Copyright and trademark rights**

(1) All content, structures, designs, software components, texts, logos, brands, databases and other elements of the ULTIMA.IO platform are subject to copyright, trademark law and any other intellectual property rights of ULTIMA.IO or its licensors.

(2) The designation "ULTIMA.IO", the associated logo and other trademarks and product designations are protected trademarks or business names and may not be used without the prior express written consent of ULTIMA.IO - neither for commercial nor private purposes.

(3) Within the scope of the user relationship, the user is only granted a simple, non-transferable right to use the respective released content and functions for the duration of the contract. Further rights of use - in particular for reproduction, distribution, processing or making available to the public - are not granted.

(4) Content created or uploaded by the user (e.g. in community functions) generally remains the property of the respective user. However, the user grants ULTIMA.IO a simple right of use

to this content, limited in terms of content and time to the duration of the contract, insofar as this is necessary for the presentation, processing or storage within the framework of the platform.

(5) ULTIMA.IO reserves the right to delete content or temporarily block access to it if there are indications of possible infringements of intellectual property rights. The same applies in the case of repeated or deliberate infringements of rights by the user, whereby the user account may also be blocked or terminated.

## **§ 11 Prices and payment**

(1) Registration and use of the ULTIMA.IO platform in its basic scope is free of charge. A separate fee may be charged for certain modules, technical extensions or additional services.

(2) The prices and payment modalities for chargeable services are displayed transparently to the user before use. The contract for a chargeable service is only concluded when the user completes the respective order process (e.g. by clicking on "Activate chargeable") and this has been confirmed by ULTIMA.IO.

(3) Depending on the module and offer, payment can be made via a connected payment service provider or another processing method supported by ULTIMA.IO.

(4) A payment represents consideration for the temporary use of a digital module. After successful payment, the user shall be provided with the corresponding right of use within the scope of the agreed conditions. Subject to mandatory statutory provisions, a refund is excluded.

(5) ULTIMA.IO is not an issuer, provider or broker of tokens. Tokens used within the framework of the platform serve exclusively as a technical prerequisite for the activation of certain modules. There is no repurchase or exchange by ULTIMA.IO.

(6) Payments already made will only be refunded if this is required by law or expressly agreed in the contract. Otherwise, the use of the modules is binding and cannot be revoked as soon as activation has been completed and the provision of services has begun.

## **§ 12 Revocation and its exclusion**

(1) Insofar as the user is entitled to a right of withdrawal under the applicable law - in particular if he is acting as a consumer - he may withdraw from the contract within a statutory period. The withdrawal period is generally 14 days from the date of conclusion of the contract, unless otherwise agreed.

(2) In the case of contracts for the provision of digital content that is not delivered on a physical data carrier, any right of withdrawal expires prematurely if:

- ULTIMA.IO has commenced performance of the contract after the user has expressly agreed that performance may commence before expiry of the withdrawal period, and
- the user has confirmed his knowledge that he loses his right of withdrawal upon complete fulfillment of the contract by ULTIMA.IO.

(3) The required consent and confirmation of knowledge will be requested explicitly and separately as part of the ordering process. No premature activation of a module or digital function will take place without this consent.

(4) There is no right of withdrawal or revocation for services that have already been provided in full, provided that any right of revocation - as described above - has effectively expired.

(5) The right of withdrawal applies exclusively to users who are not acting in a commercial, freelance or entrepreneurial capacity when the contract is concluded. There is no right of withdrawal for business customers or legal entities.

(6) ULTIMA.IO will provide the user with further information on the right of revocation and a corresponding sample revocation form during the order process and also in text form.

### **§ 13 Amendments to the contract**

(1) ULTIMA.IO reserves the right to amend these General Terms and Conditions (GTC) at any time, insofar as this is necessary due to technical developments, legal requirements, supreme court rulings or economic necessity and does not unreasonably disadvantage the user.

(2) The user shall be informed of planned changes in text form at least 5 calendar days before they come into effect (e.g. by email or system notification in the user account). The notification of change shall contain the full text of the new provisions, a comparison with the previous version and information on the right of objection and its consequences.

(3) If the user does not object to the changes within the specified period, they shall be deemed accepted upon expiry of the period. The user shall be expressly informed of this legal consequence in the notification of change.

(4) In the event of a timely objection, the contractual relationship shall continue to exist under the previous conditions. In this case, ULTIMA.IO reserves the right to terminate the contractual relationship with a notice period of 14 days.

(5) Changes that affect essential parts of the contract - in particular to prices, terms or scope of services - shall only come into force with the express consent of the user, unless there is a legal obligation to make changes.

### **§ 14 Final provisions**

(1) The contractual relationship shall be governed by the law of the country in which the Provider has its registered office, to the exclusion of international conflict of laws rules and the

United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection regulations at the user's usual place of residence remain unaffected.

(2) If the user is an entrepreneur, acts as a legal entity or has no general place of jurisdiction in the provider's country of domicile, the exclusive place of jurisdiction for all disputes is the registered office of ULTIMA.IO.

(3) The contract language is German. Insofar as translations of these GTC are offered in other languages, these serve only to improve comprehensibility. In the event of contradictions or questions of interpretation, only the German version shall prevail.

(4) Ancillary agreements, amendments or additions to these GTC must be made in text form, provided that there are no mandatory statutory formal requirements to the contrary. This also applies to any amendment to this text form requirement.

(5) Should individual provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose of the original provision. The same applies in the event of an unintended loophole.

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