

GENERAL TERMS AND CONDITIONS OF ULTIMA.IO

1. Subject matter and scope of the terms and conditions

(1) Senta Tech LLC, City of Tbilisi, Georgia, Email: info@ultima.io (hereinafter – “ULTIMA.IO”), is an innovative undertaking informing its community of the handling of innovative fintech free of charge. ULTIMA.IO furthermore offers a highly sophisticated and novel concept of network server farms for minting block chain-based digital information units tradable within the ULTIMA cryptosystem (so-called cryptocurrencies). Within the scope of this activity, ULTIMA.IO provides to its customers (hereinafter also referred to as "you" or "User") chargeable server capacities and/or proprietary, specially developed products for the minting of cryptocurrencies as well as other products associated therewith, which can be used upon conclusion of a separate agreement with ULTIMA.IO.

(2) Additionally, you can also register as a distribution partner without any obligation to start distribution activities for ULTIMA.IO.

(3) You will be informed of the content of the respective chargeable order, prices, and payment terms separately prior to ordering a chargeable service or other conclusion of a chargeable contractual relationship. Upon pressing the binding order button, e.g. “lease against payment” or “order now against payment” you declare in a binding manner that you intend to conclude a contract for the chargeable service chosen by you. The contractual relationship then is established upon email confirmation of the order by ULTIMA.IO.

2. Registration on the ULTIMA.IO website; Handling of account data; Rejection of Registration

(1) You must register on the website or be registered already in a first step before being able to use the services of ULTIMA.IO. Registration is free of charge. The data and technical actions required for registration or for the later completion of the registration must be disclosed in full and truthfully.

(2) During the registration process you must choose an email address and a password. By pressing the button “register free of charge” you declare that you intend to conclude a utilization agreement for the gratuitous use of the Internet platform and you declare that you agree with the General Terms of Use of ULTIMA.IO. The contractual relationship in this regard is established upon email confirmation of the registration by ULTIMA.IO, which also includes access information. After receiving access information, you can create your profile on the website and have access to the offers of ULTIMA.IO. The conclusion of a contract is possible with legal persons, partnerships, or natural persons who have or whose responsible persons have reached the age of 18 (or the age required for the conclusion of valid contracts in the country in which a person resides).

(3) ULTIMA.IO reserves the right to request verification of age and identity within the scope of a KYC process.

(4) You are fully responsible for the legality and accuracy of the data disclosed upon registration.

(5) Wrong information provided with intent and/or fraudulent intent may result in consequences under civil law. ULTIMA.IO in this case furthermore reserves the right to block profiles and accounts of users who disclosed wrong information with intent and/or fraudulent intent and to terminate the user agreement with extraordinary notice and to refuse any disbursements.

(6) You can only create one profile or use your existing profile with PLC Ultima. Registered users cannot log in again as a new customer or by entering a new e-mail address. However, ULTIMA.IO may, in individual cases and at the request of the customer, allow the creation of an additional profile at its own discretion; however, ULTIMA.IO expressly disclaims any claim to this. The customer shall address any such request to ULTIMA.IO. Should a user have created multiple profiles without the express consent of ULTIMA.IO, this shall constitute a material reason for a permanent blockage of the user without the need for a prior warning.

(7) The customer is entitled to transfer his profile to another person only with the prior written consent (consent) of ULTIMA.IO. The Customer shall address any request for consent to transfer the profile to ULTIMA.IO. The transfer of the profile is not permitted without the consent of ULTIMA.IO.

(8) You are not authorized to grant access to your profile and to your access information to a third party. The use of your account by third parties is good cause for permanent blocking of the user without requiring prior warning. It is in your own interest to immediately inform ULTIMA.IO of any third parties gaining knowledge and of any abusive use of your ULTIMA.IO account.

(9) You are free to choose your username and your password during registration. You are obligated to keep the password secret. If you become aware of an unauthorized use of your password, then you are obligated to immediately inform ULTIMA.IO at support@ultima.io. In the event that you forget your password, you can recover it with the help of the provided recovery process (email to the email address disclosed by you).

(10) ULTIMA.IO reserves the right to reject applications at its own discretion and without stating reasons.

3. Customer's obligations

(1) You are prohibited from infringing upon third party rights, harassing third parties, violating applicable law or common decency while using the Internet offer of ULTIMA.IO.

You are in particular obligated to refrain from the following:

- Disseminating statements with offensive, harassing, violent, violence glorifying, inflammatory, sexist, obscene, pornographic, racist, morally reprehensible, or otherwise offensive or prohibited content;
- Insulting, harassing, threatening, scaring, slandering, embarrassing other customers, employees, or distribution partners of ULTIMA.IO;
- Data piracy, forwarding, or distributing personal or confidential information of other customers, distribution partners, or the employees of ULTIMA.IO or other violation of the privacy of other customers, employees, or distribution partners of ULTIMA.IO;

- Disseminating untrue statements regarding race, religion, gender, sexual orientation, origin, social status of other customers, employees, or distribution partners of ULTIMA.IO;
- Data piracy, forwarding, or distributing confidential information of ULTIMA.IO;
- Disseminating untrue allegations about ULTIMA.IO;
- Pretending to be an employee of ULTIMA.IO or an affiliated company or partner of ULTIMA.IO;
- Using legally protected images, photos, graphics, videos, compositions, sounds, texts, logos, titles, designations, software, or other content and symbols without the consent of the owner or owners of the rights or authorization on the basis of a contract, law, or legal regulation;
- Distributing statements with advertising, religious, or political content;
- Using prohibited or illegal content;
- Exploiting errors in programming (so-called bugs);
- Taking measures that may result in undue burden on the servers and/or may significantly affect the process for other customers;
- Hacking or cracking as well as promoting or instigating hacking or cracking;
- Distributing counterfeit software as well as promoting or instigating the distribution of counterfeit software;
- Uploading 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 that allows so-called data mining or intercepts or collects information associated with the service in any other way;
- Interrupting transmissions from and to the service servers and website servers; and/or
- Penetrating the service servers, data servers, or website servers.

(2) ULTIMA.IO refers to its domiciliary right regarding the use of its Internet offer and expressly reserves the right to immediate blocking and extraordinary termination of the online account and user agreement insofar as one of the obligations regulated in (1) is violated or applicable law regarding use is violated.

4. Termination of the Agreement

(1) ULTIMA.IO upon existence of good cause giving rise to immediate extraordinary termination is authorized without prior warning to terminate the user agreement at any time without notice and to block your profile, whereby the termination may also affect contracts regarding the chargeable lease of server capacity. Good cause in terms of sentence 1 is, in particular:

- Particularly serious infringement of the GTC,
- Fraudulent or other particularly serious unlawful activities in the use of the offer of ULTIMA.IO,
- Transmission of wrong or misleading information to ULTIMA.IO,
- Fraudulent, illegal, or otherwise abusive use of offers of ULTIMA.IO,
- Causing damage and otherwise damaging ULTIMA.IO or other customers or distribution partners of ULTIMA.IO,

(2) You are authorized to terminate your user agreement at any time; transmission of proper termination by email to support@ultima.io suffices for valid receipt of the termination and your profile will be deleted in the ULTIMA.IO Community.

5. Server availability

The ULTIMA.IO service is operational 24 hours, 7 days a week, with an annual average availability of 90%. Excluded here from are downtimes caused by maintenance and software updates as well as periods during which the service cannot be reached on the Internet due to technical or other problems that are not within the scope of responsibility of ULTIMA.IO (force majeure, fault of third parties, etc.). In order to be able to use the ULTIMA.IO service to the full extent, you must use the respective most updated (browser) technologies or enable their use on your computer (e.g. activating JavaScript, cookies, pop-ups). The use of ULTIMA.IO services may be limited when using older or not commonly used technologies.

6. Limitation of Liability

(1) ULTIMA.IO cannot be held liable for wrong information in your application. From this follows that ULTIMA.IO does not accept any liability for the accuracy of this information and your content saved at ULTIMA.IO constitutes third-party information unrelated to ULTIMA.IO within the meaning of applicable law.

(2) ULTIMA.IO furthermore is not liable for the desired success the customer wishes to achieve based on the use of the Internet platform, the products of ULTIMA.IO.

(3) Insofar as ULTIMA.IO provides computer programs (e.g. the e-wallet) on its Internet offer, use of the software is at your own risk. ULTIMA.IO is not liable for damages arising from the

installation and/or use of the software from the download area insofar as this is legally permissible. Despite up-to-date virus scan, liability for damages and impairment by computer viruses is excluded within the scope of statutory provisions. ULTIMA.IO is furthermore not liable for defects in the quality of access to the service based on force majeure or based on events that are not within the scope of responsibility of ULTIMA.IO. ULTIMA.IO is furthermore not liable for third parties gaining knowledge of your personal data without authorization (e.g. by unauthorized access of hackers to the database).

(4) Moreover, ULTIMA.IO is liable for damages excluding damages to life and limb only insofar as such are based on willful or grossly negligent conduct or culpable infringement of an essential contractual obligation (e.g. delivery to the customer) by ULTIMA.IO, its employees, or vicarious agents. This also applies to damages arising from the violation of obligations in contractual negotiations as well as the execution of tortious acts. Any further liability for compensation of damages is excluded.

(5) With the exception of the violation of life and limb or willful or grossly negligent conduct of ULTIMA.IO, its employees or vicarious agents, liability is limited to damages typically foreseeable upon conclusion of the contract and for the rest limited to the amount of average damages typical for this type of contract. This also applies to indirect damages, in particular lost profit.

(6) ULTIMA.IO is not liable for damages of any kind arising because of data losses on computer servers, with the exception of grossly negligent or intentional misconduct of ULTIMA.IO, its employees, or vicarious agents. Your stored content constitutes third-party information for ULTIMA.IO. Links are available on the Internet offer of ULTIMA.IO. ULTIMA.IO upon the initial linking reviewed the content under the respective link for unlawful content. ULTIMA.IO is not responsible for third party content available through links. If ULTIMA.IO finds or is informed that a linked offer features unlawful content, this link will be deleted.

7. Data protection

(1) ULTIMA.IO collects and uses the data voluntarily transmitted by you only within the scope of statutory provisions. The detailed provisions regarding data protection are available in our Privacy Policy.

8. Miscellaneous

A) Trademark and copyright law

(1) In the relationship with you, ULTIMA.IO is the sole holder of all rights regarding reproduction, distribution, processing, and all copyrights as well as the sole holder of the right to nonphysical transfer and production of the ULTIMA.IO website as well as the contents contained therein, of other developed services, and protective rights. The use of all rights and the contents, materials, as well as brand and trademarks contained therein (e.g. the designation ULTIMA.IO and the associated logo) is permitted exclusively for the purposes listed in these GTC. The use without express authorization by ULTIMA.IO represents a violation of these GTC and may result in a blocking or deletion of your profile including all services.

(2) You retain all rights to the content uploaded by you (e.g. in the ULTIMA.IO community) and bear sole responsibility. With regard to this content, ULTIMA.IO receives only the rights necessary in connection with the publication and use of the content on the ULTIMA.IO platform.

(3) Infringements of the copyright, trademark, and other ancillary copyrights are pursued by ULTIMA.IO and ULTIMA.IO reserves the right to delete or deactivate, at its own discretion, any content for which a corresponding violation was reported and to block the profiles of repeat offenders.

B) Prices and fees

(1) Registration and creation of a profile at ULTIMA.IO is free of charge.

(2) Prices and fees are paid through online payment service providers. You are obligated to bear any payment processing fees or possible expenses in connection with exchange rate conversions. The payment service providers are enterprises that are independent of ULTIMA.IO. ULTIMA.IO does not accept any responsibility for their services and possible damages or claims arising therefrom.

(3) Insofar as you make payments to ULTIMA.IO, ULTIMA.IO shall accept those only if they are paid by your own person for your own account. Payments to ULTIMA.IO on your behalf by third parties are not possible (prohibition of third-party payments). In individual cases, ULTIMA.IO may approve third-party payments; you are obligated to obtain an exemption from ULTIMA.IO prior to initiating payment through the third party.

C) Notifications and messages

Notifications by ULTIMA.IO are disclosed through the official notification channels of the enterprise or to the email address disclosed by you upon registration. You are responsible for keeping your contact information up to date at any time.

D) No guarantees/modification, restriction of services of ULTIMA.IO/transfer to third parties

(1) Your access to the website and the services of ULTIMA.IO is at your own risk.

(2) ULTIMA.IO is authorized to modify the website and services offered by ULTIMA.IO free of charge without prior announcement or liability.

(3) ULTIMA.IO reserves the right to limit the use of services including the ability of contacting other members through the website if ULTIMA.IO is of the opinion that such violate contractual or legal obligations or the services are otherwise abused.

(4) ULTIMA.IO does not guarantee that within the scope of the competent jurisdiction under your national law it is legal for you to use the services of ULTIMA.IO or to advertise such or to participate in any activities of ULTIMA.IO; that access to the ULTIMA.IO website is at any time faultless and interference-free, timely, or secure and that defects are rectified.

(5) ULTIMA.IO reserves the right to transfer, assign, sublicense or pledge, in whole or in part, its business, individual assets hereof or individual rights and obligations under this User Agreement to third parties without prior notice, provided that the third party also complies with applicable contract and other laws.

E) Withdrawal

All Users hereby expressly and voluntarily agree that the execution of the contracts with ULTIMA.IO (purchase of chargeable services, sale of services and receipt of commissions) will begin immediately and thus before the end of the cancellation period. All users have taken note of and have expressly agree that the voluntary right of withdrawal expires prematurely as a result of this immediate start of the execution of the contractual partner.

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 Products 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.

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