# **TERMS OF USE**

# Tokenomica OÜ VERSION 1.2 (LAST REVISED 25.12.2019)

These Terms of Use (the "Terms") apply to the website tokenomica.com and subdomain stip.tokenomica.com (the "Website") and/or services offered by using the Website.

By accessing or using the Website and any services made available through the Website and affiliated websites, if any, (collectively, the "Services"), you ("User" and collectively with others using the platform "Users") agree without any modifications to be bound by these Terms.

The Services are provided by Tokenomica OÜ, a private limited company incorporated under the laws of Republic of Estonia (registry code 14708122, address Harju county, Tallinn, Kesklinna district, Tornimäe tn 5, 10145 ("Tokenomica"), and the terms "we," "us," and "our" refer to this legal entity. Tokenomica may change the scope of the Services or stop providing Services in entirety at any time.

A certain part of the Website is available for use to all users, nonetheless, only the Users with verified Tokenomica Account are allowed to use the Services. Either way, all users are subject to the Terms.

Certain Services may be performed by different parties, including subsidiaries or affiliates of Tokenomica, and in such event Tokenomica will notify you of the name of such service provider. These Terms affect your legal rights and obligations, including your right to file a lawsuit in court. If you do not agree to be bound by these Terms, do not access or use the Services. Tokenomica reserves the right to change or modify the terms and conditions contained in these Terms, including but not limited to any policy or guideline of the Website, at any time and from time to time at its sole discretion without your prior consent. We will provide notice that a change has been made to these Terms by posting the revised Terms to the Website and changing the "Last Revised" date at the top of the Terms, and by emailing Users at their provided email addresses, or by any other means as determined by Tokenomica.

Subject to applicable law, the method of notification will be left to Tokenomica's sole discretion. Using a particular form of notice in some instances does not obligate us to use the same form in other instances, unless Tokenomica is duty bound to do so under any applicable law. Any changes or modifications will be effective immediately upon posting the revisions on the Website or at the instant that Tokenomica transmits the information to the Users (e.g. via email). These changes will apply at that instant to all then current and subsequent users of the Website. Your continued use of this Website acts as acceptance of such changes or modifications. If you do not agree to the Terms in effect when you access or use the Website, you must stop using it.

## **PREAMBLE**

Tokenomica provides an online service (the "Platform") on issuance of tokenized assets, which are digital units resulting from the records in blockchain or other type of distributed ledger (collectively, "Tokens").

You agree to use the Services only for the purposes that are permitted by the Terms and any Applicable Laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions.

Tokenomica does not provide any kind of investment or payment services and therefore is not an e-money institution, payment institution, financial advisor, financial institution, credit institution, investment fund, investment firm or other institution that would need the authorization of the Estonian Financial Supervision and Resolution Authority or other regulators. Marketplace only is a technological solution bringing together investors and the issuers/tokenization projects looking for Investments. In general, the Estonian-based crowdfunding solutions (including equity crowdfunding) do not require any authorization from the authorities and are self-regulated by a good practices guide, created by the FinanceEstonia crowdfunding task-force.

The Services provided by Tokenomica consist only of a technology solution allowing Issuers to issue tokenized assets and investors to acquire those assets directly from the Issuers. Tokenomica is not intermediating any transactions and settlements between the parties.

## 1. **DEFINITIONS**

For the purpose of these Terms, the following definitions have the following meaning:

#### 1.1 Account

Has the meaning given to it in Section 3.

## 1.2 Agreement

Means this online agreement (Terms) you have entered into with Tokenomica for your use of any Services.

# 1.3 Applicable Law

Means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.

## 1.4 Confidential Information

Means information regarding Tokenomica's products or services, including but not limited to the Services, documentation, software, trade secrets embodied therein and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information shall not include information which, as demonstrated by the receiving party, is: (i) publicly available, (ii) lawfully obtained by a party from third parties without restrictions on disclosure, or (iii) independently developed by a party without reference to or use of Confidential Information.

# 1.5 Force Majeure

Means any event or circumstance, or any combination of events or circumstances, which are not attributable to Tokenomica, including but not limited to malfunctions of the internet or other telecommunications facilities, service interruptions due to hacker attacks, technical adjustments and so on, failures by (third) parties on which Tokenomica depends when providing the Services, the defective condition of items, equipment, software, Personal Data, or other materials which You have instructed Tokenomica to use and/or the non-availability of one or more members of staff (due to illness, strikes or otherwise).

# 1.6 Intellectual Property Rights

Means any and all, rights, titles and interests associated with any copyrights, works, inventions, patents, utility models, trademarks, trademark registrations, trade names, trade secrets, know-how, technology, discoveries, improvements, processes, techniques, software, code, data (including all associated inchoate rights), whether or not patentable, and any ancillary, corresponding, continuation derivative work, improvement, modification, update, upgrade or enhancement of any of the foregoing.

# 1.7 Issuer

Means the legal entity issuing non-transferable tokenized assets.

## 1.8 Personal Data

Means any information relating to an identified or identifiable natural person, whether acting as a consumer or otherwise.

## 1.9 Platform

Means the Tokenomica Token Issuance Platform, allowing the Issuers to tokenize non-transferable tokenized assets.

# 1.10 Privacy Policy

Means the document describing the methods how Tokenomica collects, uses and releases information collected and which can be found on the Website at files.tokenomica.com/privacy\_notice\_stip.pdf.

## 1.11 Website

Means the tokenomica.com and any other websites, including subdomain stip.tokenomica.com and all their respective pages, owned or operated by Tokenomica.

## 2. ELIGIBILITY

By accessing or using the Site, you represent and warrant that you are at least 18 years old and have not previously been suspended or removed from the Site. You also represent and warrant that you (i) are not a citizen or entity of; (ii) are not formed in; (iii) do not reside in; (iv) are not located in; (v) do not have a place of business in; and (vi) are not conducting business in (any of which makes you a "Resident") in a Restricted State, the list of Restricted States can be found <a href="here">here</a>. The <a href="list of Restricted States">list of Restricted States</a> is subject to change at any time. In the event a state becomes a Restricted State, Tokenomica will provide Users residing in that state with notice via email, a notification on our Site, or other means as we deem necessary, regarding their access to the Services.

You confirm that you are entering into these Terms on an unsolicited basis and are not aware of and are in no way relying on, and did not become aware of the Services through or as a result of, from or in any Restricted State pursuant to any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet in any Restricted State.

You represent and warrant that you are not: (a) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, (b) identified as a "Specially Designated National," or (c) placed on the U.S. Commerce Department's Denied Persons List. You further represent and warrant that you will not use the Website if the laws of your country prohibit you from doing so in accordance with these Terms.

Finally, you represent and warrant that you will not be using this Website for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, pump-and-dump schemes, or the financing of terrorism, or other violent activities.

## 3. ACCOUNT

In order to access and use the Services, you must create an account with Tokenomica (an "Account"). Services are only available for to the verified Accounts. Your Account will be verified upon the approval of Tokenomica.

As part of the Account verification and registration process, (i) You will need to accept and agree to be bound by all applicable Terms of Use displayed on https://id.tokenomica.com/login, (ii) You may be required to provide Personal Data (such as your name, date of birth, a copy of valid ID, a photograph, location and e-mail address) which We will process in accordance with our Privacy Policy and (iii) fulfill certain identity verification steps.

You agree to: (a) provide accurate, current and complete information when creating the Account; (b) maintain and promptly update your Account information to keep it accurate, complete, and current; (c) maintain the security and confidentiality of your login credentials and restrict access to your Account and your computer, tablet, or mobile device; (d) promptly notify Tokenomica if you discover or otherwise suspect any security breaches related to the Website or your Account; and (e) take responsibility for all activities that occur under your Account and accept all risks of unauthorized access.

You further agree not to share your user credentials to access your Account with any other person for the purpose of facilitating their unauthorized access to the Platform and other services. We will consider all activities conducted on your Account to have been authorized by you. You alone are responsible for any acts or omissions that might occur through the use of your user credentials and your Account. We reserve the right to suspend and/or block your access to the Platform and other Tokenomica services, and/or put a temporary hold on your Account upon suspicion of any unauthorized access or use, or any attempt thereof, including request for change of user credentials, by anyone using your user credentials and/or your Account.

You must provide Tokenomica with a valid email address and the following information to create and verify the

#### Account:

#### For individuals:

- 1) Full name, permanent address, date and place of birth, nationality and occupation;
- 2) Identification document, which bears a photograph of the applicant, e.g.
- a. Current valid passport;
- b. Government issued photo-bearing ID card;
- c. Provisional or full drivers license bearing the photograph and signature of the applicant; or
- d. Armed Forces ID card.
- 3) A recent utility bill or bank statement under your name, in English, which shall not be older than 3 months, to serve as verification of the name and address of the User.

## For corporate clients:

- 1) Original or certified Certificate of Incorporation or equivalent, details of the registered office, and place of business:
- 2) An explanation of the nature of the applicant's business, the reason for the relationship being established, an indication of the expected turnover, the source of funds, and a copy of the last available financial statements where appropriate;
- 3) Satisfactory evidence of the identity of each of the legal owners and beneficial owners;
- 4) Evidence of the authority to enter into the business relationship (e.g. a copy of the Board Resolution authorizing the account signatories in the case of a bank account);
- 5) Copies of Powers of Attorney, or any other authority, affecting the operation of the account given by the directors in relation to the company;
- 6) Identification and verification the names and addresses of any natural persons having Powers of Attorney or the authority to act on behalf of the company;
- 7) Copies of the list/register of directors; and
- 8) Satisfactory evidence of identity for directors, one of whom should, if applicable, be an executive director where different from account signatories.

In certain circumstances, we may require you to provide us with additional information about yourself or your business, provide records and complete additional verification steps. From time to time we may be required to request further information in order to comply with applicable law and regulation and our own policies. Failure to provide such information in a timely fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Account.

We reserve the right to maintain your account registration information after you close your Account for business and regulatory compliance purposes, subject to applicable law, regulation and our Privacy Policy; for example, we may be subject to various AML and CTF regulations which, in a number of jurisdictions, require us to retain Personal Data for a minimum period of five (5) years following the closure of your Account.

You agree to keep your information, including email address on file with us updated. You may withdraw your consent to receive emails by sending a withdrawal notice to Tokenomica (for more details, refer to our Privacy Policy) understanding that Tokenomica may suspend or terminate your ability to use the Services, should such withdrawal notice materially affect Tokenomica's ability to provide you with access to the Website.

You understand and agree that if Tokenomica sends you an electronic communication but you do not receive it because your email address on file is incorrect or out of date, or because our email is blocked by your service provider or intercepted by your spam filter, or you are otherwise unable to receive electronic communications, Tokenomica will be deemed to have provided the communication to you regardless and irrespective of any of the possible events as aforementioned.

Tokenomica reserves the right to limit the number of Accounts that any User or such User's affiliates can open or hold. Tokenomica reserves the right, at its sole discretion, to permanently or temporarily suspend or modify your access to and use of (any of) the Services, without due notice (unless notice is required under Applicable

Law), and for any reason, including but not limited to:

- (a) during planned or unplanned downtime for upgrades and/or maintenance to the Services;
- (b) in case of the occurrence of a Force Majeure event;
- (c) that the risk (or perceived risk) of money laundering, terrorist financing, sanctions violations or any other integrity risk is deemed unacceptable by Tokenomica;
- (d) if Tokenomica suspects or detects any malicious code, software or a security issue, connected to your Account or your use of the Services;
- (e) if you breach the Agreement or any Terms of Use you agreed with and such breach is not cured within fourteen (14) business days commencing on the date of a written notice of default; or
- (f) if you breach the Agreement or any Terms of Use you agreed with and such breach is not capable of being cured with immediate effect.

The above-mentioned clauses are subject to regulatory/legal limitations which may, from time to time, be imposed by any regulatory body and/or authority and/or law and/or court of law, including those pertaining to the fields of anti-money laundering and funding of terrorism practices and standards. In this respect, in the case of any breach of these Terms due to Tokenomica's adherence to such applicable laws, regulations, court orders, and/or rules, Tokenomica shall not be deemed to be liable for any loss suffered by the User.

#### 4. RIGHT OF REPRESENTATION AND AUTHORIZATION

If you act on behalf of an Issuer or any other legal person (hereinafter also the Issuer) you confirm that you have a right to represent the Issuer on the Website and you have a right to enter into the Agreement on behalf of the Issuer with Tokenomica.

Tokenomica may ask and you will be obligated to provide the documentation that verifies that you are a legal representative of the Issuer.

The Issuers may, by use of and in accordance with the requirements of Tokenomica, make an application to issue tokenized assets in accordance with the Terms and other relevant agreements established by Tokenomica.

## 5. PRIVACY POLICY - DATA PROTECTION

Your privacy is important to us. We only share your information with third parties as outlined in our Privacy Policy or as otherwise required or permitted to do so by Applicable Law, including in compliance with law enforcement, court orders, or identity verification or legal reporting obligations, in each case to be determined in Tokenomica's sole judgment.

Tokenomica shall process Personal Data it obtains as part of the performance of this Agreement in accordance with the applicable data protection and privacy laws and as set out in our Privacy Policy.

Tokenomica may provide further information and details on how it processes Personal Data in its Privacy Policy or similar notice, available at https://files.tokenomica.com/stip/privacy\_notice.pdf. Such statement or similar notice will prevail over these Terms of Use.

## 6. CONFIDENTIALITY OF THE TRANSMISSION OF INFORMATION OVER THE INTERNET

The transmission of data or information (including communications by email) over the Internet or other publicly accessible networks may not always be secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, Tokenomica does not assume any liability for any loss or damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the Platform or e-mail with Tokenomica containing your personal information. While Tokenomica will make all commercially reasonable efforts to safeguard the privacy of the information you provide to Tokenomica and will treat such information in accordance with Tokenomica's Privacy Policy, in no event will the information you provide to Tokenomica be deemed to be, confidential, create any fiduciary obligations for Tokenomica, or result in any liability for Tokenomica in the event that such

information is accessed by third parties without Tokenomica's consent.

## 7. LIMITED LICENSE

Tokenomica grants you a limited, nonexclusive, non-transferable license, subject to these Terms, to access and use the Website and Services, and the content, materials, information, and functionality available in connection therewith (collectively, the "Content") solely for information, transactional, or other approved purposes as expressly permitted by Tokenomica from time to time.

Any other use of the Website and Services or Content is expressly prohibited. All other rights in the Platform or Content are reserved by us. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the Content or any other part of the Services or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Website or Content (or any portion thereof) as part of any other website or any other work of authorship without the prior written permission of Tokenomica.

If you violate any portion of these Terms, your permission to access and use the Platform may be suspended and/or terminated immediately pursuant to these Terms. In addition, we reserve the right to avail ourselves of all remedies available at law and in equity for any such violation. "Tokenomica", and all logos related to the Services or displayed on the Website are either trademarks or registered marks of Tokenomica.

You may not copy, imitate or use them without Tokenomica 's prior written consent. You will not, nor will you authorize or encourage any third party to: (i) use the Services to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Tokenomica; (ii) use any robot, spider, other automated device, or manual process to monitor or copy any content from the Services; (iii) use or attempt to use another User's Account without the necessary authorisation(s).

## 8. AML & KYC

Tokenomica aims to conduct its business in accordance with all applicable anti-money laundering (AML) laws and regulations. Tokenomica may engage a third-party service providers to assist with the performance of its AML / KYC requirements.

In creating its policies and procedures to combat money laundering that will apply to the particular operations of the Platform, you agree that Tokenomica will:

- conduct KYC checks and sanctions screening on all Users; and
- utilise rule-based protocols to monitor for suspicious activities on the Platform.

If a User or a User's transaction is flagged as suspicious through any of our internal controls, Tokenomica may require additional proof of identification from the User and has the right to not permit any purchase or withdrawal of tokenized assets until additional and verifiable proof of identity satisfactory to Tokenomica in its sole discretion is received and Tokenomica has approved the User for use of the Platform.

By agreeing to our Terms, you acknowledge and understand that Tokenomica maintains verification levels which require User participation and verification in order to obtain, with leveled permissions based on User supplied information, our ability to verify it, and our internal policies.

You accept that you may not be able to provide Tokenomica with a desired level of verification, and Tokenomica reserves the right to determine, at its sole discretion, the appropriate verification level and criteria for any User, as well as the right to downgrade Users without prior notice. Tokenomica may, from time to time, implement policies restricting verification levels and criteria by nationality, country of residence, or any other factor.

This may affect your ability to withdraw and hold of tokenized instruments and you agree to indemnify, defend and hold harmless Tokenomica from and against any losses associated with an inability to withdraw and hold of tokenized assets based on the verification level assigned by Tokenomica to your Account.

## 9. THIRD PARTY CONTENT

Tokenomica, its affiliates, and its Users may provide third party content on the Website and may provide links to web pages and content that are not owned or controlled by Tokenomica (collectively the "Third Party Content") as a service to those interested in this information. Tokenomica does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to its accuracy or completeness. You acknowledge and agree that Tokenomica is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third-Party Content. You acknowledge that your use of such Third Party Content is at your own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third parties. Tokenomica is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Website.

## 10. COPYRIGHT OF FEEDBACK MATERIALS

You acknowledge and agree that any materials, including but not limited to questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or commentary you provide on our Platform or one of our social media accounts, regarding Tokenomica or the Services (collectively, "Feedback") that are provided by you, whether by email, posting to the Website or otherwise, are non-confidential and will become the sole property of Tokenomica. Tokenomica will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Tokenomica grants you a non-exclusive, perpetual and non-transferable license to use the Services, solely for User's internal business operations (and not to resell or otherwise distribute), unless specified otherwise in the applicable Agreement.

## 11. USER CONDUCT AND OBLIGATIONS

Users are allowed to have only one Account opened in their name on the Platform. You are responsible for maintaining the security and confidentiality of any login information associated with the account you use to access the Services, and any Account backups, and other authentication credentials. You are responsible for all activities that occur under your account. In connection with your use of the Services and in addition to the list of prohibited activities in Section 2 above, you will not:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any selfregulatory or similar organization of which you are or are required to be a member through your use of the Services;
- Provide false, inaccurate, incomplete or misleading information;
- Infringe upon Tokenomica's or any third party's copyright, patent, trademark, or intellectual property rights;
- Distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters:
- Use a web crawler or similar technique to access our Services or to extract data;
- Reverse engineer or disassemble any aspect of the Website or Services in an effort to access any source code, underlying ideas and concepts, and algorithms;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
- Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
- Otherwise attempt to gain unauthorized access to the Website, other Tokenomica Accounts, computer

- systems or networks connected to the Website, through password mining or any other means; or
- Transfer any rights granted to you under these Terms. You shall not engage in any activity that disrupts, interferes or negatively affects any of the Services, including (i) inhibiting any other users from making use of the Services, and (ii) any such interference with any of the servers and/or networks to which the Services is located or connected. Such activity is strictly prohibited.

## 12. LIABILITY

Tokenomica does not grant any warranties, express or implied or otherwise, as to the accessibility, quality, suitability or accuracy of the Website. You expressly understand and agree that your use of the Services is at your sole risk and that the Services are provided "as is" and "as available".

Tokenomica makes no representations or warranties, whether express, implied or statutory, with respect to the Services provided hereunder, including any documentation, content, data and materials made available with the Services. Tokenomica specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, non-infringements and accuracy. Tokenomica does not warrant that the Services will be error-free or operate without interruptions or downtime, or that the results obtained from the Services will meet your needs.

Any content you download from our Services is done so at your own discretion. You accept and acknowledge that there are risks associated with investing in, and holding of, the tokenized assets, including, but not limited to, the risk of the Issuer to achieve it business targets. You acknowledge and accept that Tokenomica shall not be held liable for any failures by the Issuers and will not be responsible for any harm occurring as a result of such risks.

All investments are made by agreement between Issuers and you. All information regarding the investments options is provided by the Issuers. Tokenomica does not at any time take possession of funds, provide any financial advice on investments or donations and shall therefore not be liable for any investment in tokenized assets. Tokenomica does not at any time warrant the fulfilment of any Issuers' obligations and shall never be liable for the fulfilment of it.

You agree to indemnify us for any expenses, premiums, commissions or other fees incurred by us as a result of your failure to perform under the obligations of this Agreement. This includes any legal costs that we may incur in order to enforce out rights or recover any amounts you owe us.

Any material downloaded from the Website is downloaded at your own discretion and risk and you will be solely responsible for any damage to your computer or other device or loss of data that results from the download of any such material.

In addition to applicable disclaimers stated above, Tokenomica's performance under these Terms shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of any government, war or other hostility, civil disorder, the elements, fire, flood, snow storm, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

# 13. NO TRANSFERABILITY

While the Account and the Services provided to a User are not transferable under any circumstance and shall be used only by the User, Tokenomica shall have the right to transfer, assign, or sell all the rights, benefits, or obligations to any person and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of Tokenomica or its lenders, if any.

## 14. APPLICABLE LAW AND JURISDICTION

You understand and accept that the relationship between you and Tokenomica shall be governed in all respects by the laws of the Republic of Estonia without regard to its conflict of law provisions.

If any provision of these Terms is held to be invalid, void due to contradicting law or for any reason unenforceable, such provisions shall be struck out and shall not affect the validity and enforceability of the

remaining provisions.

Any disputes arising out of this Agreement shall be settled in Harju County Court pursuant to the laws of the Republic of Estonia.

Any dispute arising out of or related to these Terms is personal to you and you hereby agree that such dispute will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## 15. CONSUMER PROTECTION

In case you are considered to be a consumer, some of the above provisions do not apply to you or apply to you differently. According to the Law of Obligations Act, consumer is entitled to withdraw from the Agreement at his/her own discretion within fourteen (14) days from the date of the agreement. A consumer shall send a respective written request in accordance with section 16.

By agreeing to the Terms, a consumer understands and agrees that Tokenomica starts rendering its Services right after this and that upon making the first investment he/she loses the aforementioned withdrawal right with regard to the Terms. A consumer has a right to contact the Consumer Protection Board.

## 16. COMMUNICATION

You agree and acknowledge that all agreements, notices, disclosures and other communications that Tokenomica provides pursuant to these Terms, may be provided in electronic form.

If you have any questions regarding these Terms, you are welcome to contact us by e-mail at support@tokenomica.com.

# 17. TERM AND TERMINATION

Your Account will remain opened until closed by you or Tokenomica in accordance with these Terms.

Either you or Tokenomica may elect to close your Account by providing thirty (30) days' prior written notice. Notice may be given by electronic means to the e-mail address you provided when creating your account and the following e-mail address for Tokenomica: support@tokenomica.com

Furthermore, and without prejudice to any specific provision in these Terms, Tokenomica may terminate your Account at any time, without payment of compensation, and without notice if:

- (a) A request is made, or a petition is filed for your bankruptcy or you are granted a suspension of payments or become subject to other insolvency proceedings;
- (b) Your business is dissolved, liquidated or otherwise terminated or suspended;
- (c) You breach the Terms and such breach is not cured within twenty (20) business days commencing on the date of a written notice of default.

Upon any termination or expiration of your Account you will return any Confidential Information to Tokenomica or destroy it and certify destruction.