

General terms of business for the purchase of the product «DOUBLE PACK»

§ 1 Scope; Object of the document

1. The company “Platin Genesis” Asia Limited, Unit 2512, 25/F, Langham Place Office Tower, 8 Argyle Street, Mongkok, Hong Kong, resident, e-mail address: support@platin-genesis.com (hereinafter referred to as “Platin Genesis”) is an innovative technological company that sells various products, specializing in blockchain technology.
2. “Platin Genesis” provides services exclusively on the basis of these general terms of business, which can be accessed at any time on the “Platin Genesis” company website.
3. These general terms of business for the purchase of the “Double Pack” product (hereinafter referred to as “The Product”) take precedence over other contractual agreements between the customer and “Platin Genesis.” However, in addition to these General terms of business, the General commercial terms of “Platin Genesis” are also applicable. The client has already accepted these terms during registration as essential conditions in the contract.
4. By purchasing the “Double Pack” product, the client and “Platin Genesis” enter into a server lease agreement for high-performance computers located in the “Platin Genesis” data processing center and integrated into the server farm and the relevant equipment (see below §§ 3 — 7.). The client also enters into a sales contract for hardware components (see below § 8).

§ 2 Conclusion of the contract

- (1) The representation of the “Double Pack” product on the online platform is not a binding offer on the part of “Platin Genesis”.
- (2) After registering with “Platin Genesis” and logging into their account, the customer can add the product to their cart by clicking on the cart symbol. The client can empty the cart at any time by changing the quantity of goods to 0, or finalize the order process by closing the browser window. Changes can be made using the mouse and keyboard. By clicking on the “ZUR KASSE” button (“PLACE ORDER”), the client will be redirected to a page where he or she can choose a payment method to conclude the lease agreement. After this step is completed, the client will see these General business terms and the notice of risks that he or she will have to read and accept by ticking the appropriate box. If the client wants to make changes to his or her order at this time, he or she can do this at any time in the order field. If further changes to the order are not required, the client can complete the order process by clicking on the “ZAHLUNGSPFLICHTIG BESTELLEN” (“COMPLETE ORDER AND PAY”) button and

sending a request for the conclusion of a binding **payment** contract. The customer will see the completion of the order immediately after the completion of the order process. "Platin Genesis" saves the customer's order and the order data entered by him or her in accordance with the Privacy Statement.

- (3) Information about order completion is displayed in the client's dashboard. This order confirmation also signifies the acceptance of the contract by the "Platin Genesis" company.

§ 3 Server rental services

- (1) After concluding the contract and receiving the agreed lease payment, "Platin Genesis" prepares the leased computers (hereinafter referred to as the "Leased Property"). Preparation usually takes 72 hours, therefore, if all the provisions described in these general conditions for concluding transactions are fulfilled, then the leased property is usually ready for use 72 hours after "Platin Genesis" receives the lease payment. Particular attention should be paid to the fact that the above equipment preparation time is indicative and its observance by "Platin Genesis" is not mandatory under the contract. It should also be noted that, taking into account changes in the global economy and the resulting interruptions in the supply of computer equipment, the preparation periods in some cases can be longer and last up to 3 weeks (or in some cases even longer).
- (2) Each leased computer is assigned to the client through an internal user ID. The results of work, obtained through the use of leased property with the necessary software for this purpose, are sent directly to the client's electronic wallet (at the special request of the client, "Platin Genesis" can offer assistance in the provision and configuration of the electronic wallet) and, thus, become the property of the client.
- (3) The subject of the contract also includes the following operational and support services necessary for the use of the leased property:
 - a) providing electricity for the operation of computer units;
 - b) equipment maintenance (including repair and replacement costs);
 - c) providing the software necessary for the operation of the leased property (node software), including a license key for a period of 36 months and the technical means necessary for using the leased property, as well as technology for verifying the results of work and IT infrastructure;
 - d) software maintenance, including support, updating and modernization, as well as repair services;
 - e) hosting computing units;
 - f) maintenance of premises;

- g) protection of leased property from hacker attacks using a firewall updated to modern technology standards;
 - h) review of leased property together with its software, systems, databases, interfaces, data and data carriers, using a modern anti-virus program to check for viruses, network worms, spyware, trojans, as well as other defective programs and malicious codes.
- (4) When concluding the lease agreement, indirect ownership relations are established, on the basis of which the client acquires the right to indirect ownership of the leased property. At the same time, the client is granted the right of direct technical ownership of the leased property so that he or she can turn the leased property on or off at any time using the control elements provided in his or her personal account (dashboard). For security reasons, the client does not have the right to request access to the premises of the data center where the leased property is operated, unless this is agreed upon by a separate derogatory clause or by the express consent of "Platin Genesis".
- (5) "Platin Genesis" assures the client that for the use of the leased property, he or she is provided with access to one or more properly functioning physical and / or virtual data processing center(s) with a connected server farm.
- (6) If the client violates the intellectual property rights of third parties or the existing legislation when using the leased property, "Platin Genesis" reserves the right to refuse to provide the services affected by this violation, suspend or restrict them in whole or in part, and terminate the contract ahead of schedule without prior notice if continuing the contractual relations is deemed unacceptable by the "Platin Genesis" company.

§ 4 Lease payment; no deposit

- (1) Depending on the chosen lease offer, a lease fee will be charged, the amount of which can be downloaded here. The lease fee for the entire duration of the contract is paid after the conclusion of the contract and before the start of the use of the leased property.
- (2) No deposit is required.
- (3) The lease fee also covers the costs incurred in connection with the operating and support services indicated in § 3, without collecting any additional operating or support costs.

§ 5 Duration and termination of the lease

- (1) The lease term is 36 months and expires after 36 months, without the possibility of extension. It starts from the moment the leased property is transferred for use.

- (2) There is no right to terminate the contractual relationship in the usual manner.
- (3) Regardless of paragraph (3), the client may terminate the lease agreement ahead of schedule without prior notice on substantial grounds. The reason for the early termination of the contract arises, in particular, if the client, despite the relevant instructions and reminders, continues to illegally use the leased property.
- (4) Early termination of the contract must be made in writing or text.
- (5) After termination of the lease, the client must return the technical equipment provided to him or her, including equipment for verifying the results of the work.

§ 6 Duties and obligations under the lease agreement

(1) The client will fulfill the duties and obligations associated with the provision of services and the process of fulfilling the lease. In particular, he or she

- a) will avoid using the leased property illegally or otherwise improperly, either directly or by allowing others. If the client finds out or needs to admit that he or she is facing a violation of applicable law or that administrative or judicial proceedings are being initiated, he or she is obliged to immediately inform "Platin Genesis" of this matter;
- b) will refrain from trying, independently or through unauthorized third parties, to gain unauthorized access to information or data, as well as independently or through third parties to intrude into programs used by "Platin Genesis", or illegally integrate solutions into server farms of "Platin Genesis", or damage them, or manipulate them in any other way. In technical terms, the following actions are prohibited

- Taking advantage of programming errors (so-called "bugs");
- Taking measures that lead to excessive load on servers or server farms;
- Hacking or cracking, as well as promoting or stimulating hacking or cracking;
- Distributing counterfeit software, as well as facilitating or promoting the distribution of counterfeit software;
- Downloading files that contain viruses, trojans, network worms or corrupted data;
- Using or distributing "automatic" software system programs, "macros" for software system programs or software system programs with "cheat utilities";
- Modifying a service or a part of a service;
- Using software that allows so-called "data mining", or otherwise intercepts or collects information related to the online service;
- Intervention in transfers from and to service servers and web servers;

- Breaking into service servers or web servers.

(2) Platin Genesis will fulfill its obligations related to the provision of services and the execution of this contract. In particular, it guarantees that the equipment and IT infrastructure can be used properly and in accordance with the current level of technology development according to the contract, and that the client will be provided with proper power supply on a long-term basis and at no additional cost to him or her, as well as access to defect-free premises in which the data center is located.

§ 7 Server performance

The data processing center (s) required for the use of the leased property is (are) ready for operation 24 hours a day, seven days a week, available during 97.00% of the year on average. This does not include downtime due to maintenance and software updates, as well as situations when the service cannot be used due to technical or other problems beyond the control of "Platin Genesis" (force majeure due to the fault of third parties, etc.).

§ 8 Supply of equipment components ; Reservation of ownership

- (1) Unless otherwise agreed, equipment components are delivered from the warehouse to the delivery address specified by the client. Delivery is carried out within 7 business days, in which case the days from Monday to Friday, excluding holidays, are considered business days. The delivery deadline begins the day after the payment is received.
- (2) If Platin Genesis incurs additional shipping costs due to the customer indicating the wrong delivery address or the wrong addressee, these costs should be reimbursed by the customer, unless the customer is not responsible for the incorrect information.
- (3) The equipment components remain the property of "Platin Genesis" until they are fully paid.

§ 9 Clarification of the right to cancel

When entering into a remote sales transaction, consumers generally have the legal right to cancel the contract. Platin Genesis provides the following information regarding this topic.

Clarification of the right to cancel

Right to cancel a contract

You have the right to terminate this contract within fourteen days without explanation.

The term for cancellation of the contract is fourteen days from the date of its conclusion.

In order to exercise your right to cancellation, you must inform us of your decision to terminate this contract by means of an unambiguous statement (for example, in the form of a letter sent by mail, fax or e-mail to the following address: Unit 2512, 25 / F, Langham Place Office Tower, 8 Argyle Street, Mongkok, Hong Kong, email: support@platin-genesis.com). You may use the attached sample form to terminate the contract, although this is not mandatory.

To terminate the contract on time, it is enough to send your message about the exercise of the right to cancel the contract before the expiration of the termination period.

Consequences of cancelling the contract

If you cancel this agreement, then we must return to you all payments that we received from you, including shipping costs (excluding the additional costs associated with the choice of a different type of delivery that differs from the best price for standard delivery, which we offer), immediately and no later than fourteen days from the day we receive your notice of termination of this contract. To return this money, we use the same means of payment that you used in the original transaction unless otherwise agreed with you; no fees will be charged for these payments. We may refuse to refund until we receive the returned goods or you provide us with evidence that you returned the goods, whichever occurs first.

You must send or transfer the goods to us immediately and in any case no later than within fourteen days from the date you inform us of the cancellation of this agreement. The deadline is considered met if you send the goods before the expiration of fourteen days. You bear the direct cost of returning the goods. For a possible loss of the value of the goods, you should pay only if this loss of value is associated with improper handling of the goods, which is not necessary to check its quality, properties and functioning.

If you have made a request for the provision of services during the termination period of the contract, then you must pay us the appropriate amount proportional to the cost of the services that were provided to you until the moment you informed us of your exercise of the right to cancel this contract. The cost of the services provided is calculated based on the total volume of services provided by the contract.

Template for the termination of the contract

If you would like to terminate the contract, please fill out this form and send it back

- to: Platin Genesis Asia Limited, Unit 2512, 25/F, Langham Place Office Tower, 8 Argyle Street, Mongkok, Hong Kong, E-Mail-Address: support@platin-genesis.com:

I / we hereby (*) terminate the agreement concluded by me / us for the purchase of the following goods (*) / provision of the following services (*)

- Ordered (*) / received (*)
- Name of consumer (s)
- Consumer (s) address
- Signature of consumer (s) (for paper notification only)
- The date

(*) cross out if not applicable.

§ 10 Terms of payment

- (1) The client has the option to pay by credit card, SEPA transfer and Bitcoin (BTC) cryptocurrency.
- (2) All prices should be considered as final prices, including current VAT.

§ 11 Responsibility for the quality of the goods; Limitation of liability; Transferring the burden of proof; Force Majeure

- (1) The customer has the right to statutory responsibility for the quality of the goods. With regard to liability for quality, the provisions of the law apply, unless otherwise stipulated by the following limitations of liability with respect to compensation for damage.
- (2) With the exception of harm to life, health and personal injury, as well as violation of basic contractual obligations (transfer and disposal of goods), Platin Genesis is liable only for damage that may be attributed to intentional or criminally negligent behavior. This also applies to indirect damage, in particular such as loss of profits. In the event that the client is not a consumer, he or she bears the burden of proof of any guilt on the part of Platin Genesis.
- (3) The amount of liability is limited to the damage that is foreseeable at the conclusion of the contract and characteristic of it, with the exception of intentional or criminally negligent behavior, damage from harm to life, health and personal injury, as well as

violation of basic contractual obligations (transfer and disposal of goods). This also applies to indirect damage, in particular such as loss of profits.

- (4) The limitation of liability in clauses 2 and 3 also applies to "Platin Genesis" proxies.
- (5) "Platin Genesis" is exempted from the obligation to provide services under this contract, in cases where the failure to fulfill obligations is due to the occurrence of force majeure circumstances that arose after the conclusion of the contract. Force majeure circumstances include, for example, war, strikes, riots, expropriations, dramatic changes in legislation, storms, floods, and other natural disasters, as well as other circumstances for which "Platin Genesis" is not responsible, in particular, legal, administrative or judicial prohibitions, water breakthrough, power outages and breakage or damage to data cables and current-carrying wires. Each contracting party must immediately and in writing inform the other contracting party of the occurrence of a force majeure.
- (6) "Platin Genesis" is not responsible for obtaining the desired result that the client or his clients wish to achieve through the use of the leased property.

§ 12 Data protection

"Platin Genesis" collects and uses data voluntarily provided by the client only within the legislative framework. You can find detailed information on the protection of personal data in our Privacy Statement.

§ 13 Information on dispute resolution

- (1) The European Commission provides an online non-judicial dispute resolution platform (OS platform), available at <http://ec.europa.eu/consumers/odr>.
- (2) "Platin Genesis" always seeks to resolve any disagreements arising from a contractual relationship by mutual agreement. However, "Platin Genesis" does not participate in the government-recognized Consumer Arbitration Council. You may take legal action at any time.

§ 14 Applicable law; Jurisdiction

- (1) The contractual relationship between "Platin Genesis" and the customer is governed by the laws of the seat of the "Platin Genesis" company. The mandatory provisions of the state in which the client permanently resides or is staying, remain valid.
- (2) The jurisdiction for all disputes arising out of this contractual relationship is defined by the seat of the "Platin Genesis" company. The mandatory provisions of the state in which the client permanently resides or is staying, remain valid.

§ 15 Final provisions

- (1) "Platin Genesis" has the right to amend these general terms of business at any time and to notify the client about these changes within a reasonable period of time. The customer has the right to object to these changes. If the client does not object to changes in the general terms of business before they enter into force, then these changes will be considered recognized by them after they enter into force (default consent).
- (2) "Platin Genesis" urges the client to pay particular attention to his or her right to object and to the legal consequences of his or her silence within the context of the notification of upcoming changes. If the client objects to the changes in due time, then both parties have the right to terminate the contract in the usual manner.
- (3) In the event that any provision of these general terms of business is invalid or incomplete, the entire contract shall not lose its legal force. On the contrary, an invalid provision should be replaced by one that is effective and effectively closest to the meaning of the invalid provision. The same rule applies to contractual gaps requiring settlement.

General terms of business on 25.05.2020