

## **Terms of Use (Terms and Conditions)**

Welcome to Platin Genesis Asia Limited. The internet platform and services offered here are offered by Platin Genesis Asia Limited, Unit 2512, 25/F, Langham Place Office Tower, 8 Argyle Street, Mongkok, Hong Kong (hereafter Platin Genesis).

We reserve the right to update these terms and conditions from time to time. Such changes are immediately valid once they are published on the website. You are responsible for regularly checking these terms and conditions.

### **1. Item of contract**

- (1) Platin Genesis is an innovative company that informs its community, for free, of how to work with the latest FinTech technology. Furthermore, Platin Genesis offers rental usage of its computer centre through the separate formation of a rental contract in accordance with the "General Terms and Conditions for Using the PLC Computer Centre", to be accepted separately by the customer. Platin Genesis also offers the purchase of hardware through the separate formation of a purchase contract as per the terms and conditions of purchase, to be accepted separately by the customer.
- (2) In addition, you may but are not obligated to register as a sales partner in order to engage in sales activities for Platin Genesis.
- (3) You will be informed separately of the content of the chargeable order, the prices and terms of payment, before ordering a chargeable service or other formation of a cost-based contract. By clicking on the binding order button, such as "PAY TO RENT" or "PAY TO ORDER NOW", you provide a binding declaration that you wish to form a contract for the chargeable service you have selected. The contract relationship begins upon e-mail confirmation of the order by Platin Genesis.

### **2. Registration on the Platin Genesis website**

- (1) Before you are able to use the services of Platin Genesis, you must first register on the website. Registration is free of charge. The technical actions and data required for registration, or later for completing the registration, must always be completely and accurately performed or provided, respectively.
- (2) During registration you must enter your e-mail address and select a password. By clicking the button "Register for free", you declare that you wish to enter into a usage contract for free usage of the internet platform. The contract relationship begins with e-mail confirmation of the registration by Platin Genesis, which also contains the access

data. After receiving the access data, you may create your profile on the website and you have access to all of Platin Genesis' offers. A contract may be formed with legal persons, partnerships or natural persons who are at least 18 years of age (or the age required to be allowed to sign valid contracts in the country in which the party resides).

- (3) Platin Genesis reserves the right to request verification of age and identity for purposes of a "KYC procedure".
- (4) You bear the full responsibility for the legitimacy and accuracy of the data provided during registration.
- (5) False statements made deliberately or with the intent to commit fraud may result in civil action. In this event Platin Genesis reserves the right to block the profiles and accounts of users who have made false statements deliberately or for purposes of fraud, and to terminate the usage contract without notice, as well as to decline any disbursements of payments.
- (6) You may only create one profile. Registered users may not register again as a new customer or by providing a new e-mail address. If a user has created multiple profiles, they must select one. All other profiles will be deleted by Platin Genesis. The creation of multiple profiles constitutes a significant justification for blocking the user without the requirement of notice in advance.
- (7) You are obligated to immediately notify Platin Genesis of changes to your user data, in particular your bank account information and e-mail address. Should you not fulfil this obligation, you must bear the resulting expenses.
- (8) You may not allow a third party to use your profile and access data. Usage of your account by third parties constitutes significant justification for blocking the user's account without the requirement of notice in advance. You are required, in your own interest, to immediately notify Platin Genesis of any third-party access and any misuse of your online account.

- (9) During registration you are free to select your username and password. You are obligated to keep your password confidential. Should you become aware of unauthorised usage of your password, you are obligated to immediately notify Platin Genesis at support@platincoin.com. Should you forget your password, you may recover it by using the password recovery procedure (e-mail to the e-mail address you provided).
- (10) Platin Genesis reserves the right to reject registrations at its discretion and without justification. If Platin Genesis rejects your registration, you will receive all funds that you provided to the payment processor within six weeks.

### **3. Obligations of the customer**

- (1) You are prohibited from violating third-party rights, harassing third parties, or otherwise violating the law or common decency through your usage of the internet presence. In particular you are obligated to abstain from the following actions:
- Disseminating statements with insulting, harassing, violent (or which glorify violence), inflammatory, sexist, obscene, pornographic, racist, morally objectionable or otherwise offensive or prohibited content;
  - Insulting, harassing, threatening, frightening, slandering, confusing other customers, employees or sales partners of Platin Genesis;
  - Investigating, imparting or disseminating personal or confidential information about other customers, sales partners or employees of Platin Genesis, or other abuse of the privacy of other customers, employees or sales partners of Platin Genesis;
  - Issuing untrue claims about race, religion, sex, sexual orientation, background, social standing of other customers, employees or sales partners of Platin Genesis;
  - Investigating, imparting or disseminating confidential information belonging to Platin Genesis;
  - Issuing untrue claims about Platin Genesis;
  - Pretending to be an employee of Platin Genesis or an affiliated company or partner of Platin Genesis;
  - Using legally protected images, photos, graphics, videos, musical recordings, sounds, texts, brands, titles, labels, software or other content and trademarks without the consent of the rights holder or authorisation via contract, law or statutory provision;

- Issuing statements that are promotional, religious or political in nature;
- Using banned or illegal content;
- Taking advantage of programming errors (bugs);
- Taking measures that result in excessive strain on the servers and/or may severely impair the process for other customers;
- Hacking or cracking, and promoting or inciting hacking or cracking;
- Disseminating counterfeit hardware, as well as promoting or inciting the dissemination of counterfeit hardware;
- Uploading files that contains viruses, Trojans, worms or corrupt data;
- Using or disseminating "auto" software programmes, "macro" software programmes, or other "cheat utility" software programmes;
- Modifying the service or portions thereof;
- Using software that facilitates so-called "datamining", or that otherwise retrieves or collects information pertaining to the service;
- Disrupting transmissions from and to the service servers and the website server;
- Infiltrating the service server, data server or website server.

(2) Platin Genesis refers to its rights to grant access with regard to the usage of its internet presence, and explicitly reserves the right to immediately block and cancel without warning the online account and usage contract, respectively, provided one of the obligations listed in (1), or the law, is violated during use.

#### **4. Cancellation of contract**

(1) In the event of cause that justifies immediate cancellation without notice, Platin Genesis may cancel the usage contract at any time without warning and block your profile, the cancellation may also affect contracts for a paid lease of server capacity. Compelling cause as per sentence 1 primarily includes:

- Particularly severe violation of the terms and conditions
- Fraudulent or otherwise severely illegal activities during usage of the service of Platin Genesis
- Providing false or misleading information to Platin Genesis
- Fraudulent, illegal or otherwise improper usage of offers from Platin Genesis
- Causing damages and other harm of all sorts to Platin Genesis or other customers or sales partners of Platin Genesis

- Unauthorised distribution, duplication, publication or other usage or processing of training materials (e.g. uploading on YouTube, etc.)
- (2) You may cancel your usage contract with notice at any time, whereby declaration of the cancellation with notice via e-mail to support@platincoin.com suffices for effective receipt of the cancellation. You may also delete your profile in the Platin Genesis Community at any time.

## **5. Server availability**

The Platin Genesis service is available consistently for 24 hours a day, seven days a week, with an annual average availability of 97.5 %. This excludes outage periods due to maintenance and software updates, as well as times when the service cannot be reached online due to technical problems or other issues that Platin Genesis has no influence over (force majeure, third-party culpability, etc.). In order to be able to fully use the Platin Genesis service, you must use the latest (browser) technology or facilitate their usage on your computer (e.g. activating Java Script, cookies, pop-ups). When using older or generally uncommon technology, you may not be able to make full use of Platin Genesis' services.

## **6. Liability limitation, other liability**

- (1) Platin Genesis cannot be held responsible for false statements in your registration. This means that Platin Genesis can accept no liability for the accuracy of this information, and your content stored by Platin Genesis constitutes foreign information to Platin Genesis as per applicable telecommunications law.
- (2) Furthermore, with reference to Platin Genesis' [Risk Notice](#), Platin Genesis is not liable for the occurrence of the desired success that the customer hopes to achieve through usage of Platin Genesis' internet platform and/or products.
- (3) If Platin Genesis provides computer programmes through its internet presence (e.g. the eWallet), the customer uses the software at their own risk. Platin Genesis is not liable for damages caused by the installation and/or usage of software from the Downloads section, if this is legally permissible. Despite the latest virus scan, there is no liability for damages and impairments caused by computer viruses within the parameters of the legal regulations. Furthermore, Platin Genesis is not liable for disruptions to the quality of access to the service as a result of force majeure or events for which Platin Genesis is not responsible. In addition, Platin Genesis is not liable for third parties' unauthorised

access to your personal data (e.g. through unauthorised access to the database by hackers).

- (4) Furthermore, Platin Genesis is liable for other damages caused by injury to life, body and health if these damages are attributable to gravely negligent behaviour or a culpable violation of a major contract obligation (e.g. delivery to the customer) by Platin Genesis, its employees or proxies. This also applies to damages from the violation of obligations during contract negotiations as well as from the committing of impermissible actions. Any further liability for damages is ruled out.
- (5) Except in the event of injury to life, body and health or deliberate or gravely negligent behaviour by Platin Genesis, its employees or proxies, the liability is limited to the damages typically predictable upon the formation of a contract, and to the average amount typical for contracts. This also applies to indirect damages, in particular the loss of profits.
- (6) Platin Genesis is not liable for damages of any sort that are caused by the loss of data on computer servers, except in the event of gravely negligent or deliberate culpability of Platin Genesis, its employees or proxies. Your stored content is foreign information to Platin Genesis as per the Telecommunications Act. Links are provided on Platin Genesis' web presence. When the link was created, the contents of the respective link were assessed for illegal content. Platin Genesis is not responsible for external content that can be reached through links. If Platin Genesis determines, or it is indicated, that a linked page contains illegal content, this link will be deleted.

## **7. Data protection**

- (1) Platin Genesis retrieves and uses the data that you have provided only within the parameters of the legal regulations. You can find the detailed data protection conditions in our Privacy Policy.

## **8. Miscellaneous**

### **a) Trademark and copyright**

- (1) In its relationship with you, Platin Genesis is the sole rights holder of the rights of distribution, duplication, utilisation, and other copyrights, as well as the rights of intangible transmission and reproduction of the Platin Genesis website, as well as the contents it contains, other developed services, and intellectual property rights. The usage of all services and the contents they contain, materials such as trademarks and

copyrighted names (e.g. the labels of Platin Genesis and its logo), is solely permissible for the purposes specified within these Terms and Conditions. Usage without explicit authorisation from Platin Genesis constitutes a violation of these Terms and Conditions, and may result in your profile, including all services, being blocked or deleted.

- (2) You retain all rights and bear sole responsibility for content you have uploaded (e.g. to the Platin Genesis Community). Platin Genesis retains solely the rights required for publication and use of the content on the Platin Genesis platform.
- (3) Violations of the copyrights, trademarks, or other intellectual property rights will be punished by Platin Genesis, and Platin Genesis reserves the right to delete or deactivate content that was reported as a violation, and to block repeat offenders' profiles, at its own discretion.

**b) Prices and fees**

- (1) Registration and the creation of a profile on [www.platincoin.com](http://www.platincoin.com) are free of charge.
- (2) Prices and fees are paid through online payment providers or via transfer from the user's eWallet. You bear the expenses of payment or any costs stemming from currency exchanges. The payment providers are companies unaffiliated with Platin Genesis. Platin Genesis accepts no responsibility for their services and any resulting damages or claims.

**c) Messages and notifications**

Messages from Platin Genesis are sent directly via a notification in your profile (Backoffice) or to the e-mail address you provided during registration. You are responsible for ensuring that your contact information is always up to date.

**d) No guarantee / changes or limitations to the services of Platin Genesis / transfer to third parties**

- (1) You access the website and services of Platin Genesis at your own risk.
- (2) Platin Genesis has the right to make changes to the website and the free services offered by Platin Genesis without prior notice or liability.

(3) Platin Genesis reserves the right to restrict the usage of the services, including the ability to contact other members through the website, if Platin Genesis believes that you are violating contractual obligations or the law, or are otherwise abusing the services.

(4) Platin Genesis does not guarantee

- that it is legal in the jurisdiction as per your national laws to use or advertise for the services of Platin Genesis, or to participate in any of Platin Genesis' activities;
- that access to the Platin Genesis website will always be secure or possible without errors, disruptions or delays, or that disruptions will be resolved (see also item 5 of the Terms and Conditions);
- that training materials or other information are complete, correct or reliable;

(5) Platin Genesis reserves the right to (either completely or partially) transfer to third parties, withdraw from, sublicense, or pledge its business operations, individual assets from this, or individual rights and obligations from this usage contract without prior notice, provided the third party also complies with applicable contract law and other laws.

**e) Agreements with third parties**

(1) From time to time Platin Genesis forms agreements with third parties that are also external service providers who provide Platin Genesis and you with the software/technology/IT for products or services. You are obligated to adhere to the terms and guidelines of these third parties, if they are included on the Platin Genesis website or linked with the respective third-party website. These terms and guidelines may change at any time. You will be informed of any changes in advance.

**f) Applicable laws and jurisdiction**

(1) Your legal relationship with Platin Genesis is subject to the laws of the jurisdiction responsible for Platin Genesis' headquarters. Compulsory regulations of the state in which you have your primary residence remain unaffected.

- (2) All disputes pertaining to the services of Platin Genesis are subject to the jurisdiction responsible for Platin Genesis' headquarters. Compulsory regulations of the state in which you have your primary residence remain unaffected.

**g) Closing provisions**

- (1) Changes or supplements to these Terms and Conditions require written form. This also applies to a suspension of the written form requirement.
- (2) In the event that a clause of these Terms and Conditions becomes ineffective or incomplete, the entire contract is not rendered invalid. Rather, the ineffective clause shall be replaced by a clause that is effective and which most closely resembles the economic intent of the ineffective clause. This also applies to the closing of a gap in the contract's regulations.
- (3) Platin Genesis may change these Terms and Conditions and Privacy Policy at any time. You will be notified of any important change before said change comes into effect in a format provided for notifications and messages.
- (4) You may download the current Terms and Conditions as a PDF file for free at any time.