

## **GENERAL TERMS AND CONDITIONS**

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

We reserve the right to update these GTC from time to time. Such updates will be applicable immediately upon publication on the website. You are responsible for regularly reviewing these GTC.

### **1. Subject matter of the agreement**

- (1) Platin Genesis is an innovative undertaking informing its community of the handling of innovative fintech free of charge. Platin Genesis furthermore offers a highly sophisticated and novel concept of network server farms for minting block chain-based digital information units tradable within the Platin Genesis cryptosystem (so-called cryptocurrencies). Within the scope of this activity, Platin Genesis provides to its customers 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 Platin Genesis.
- (2) Additionally, you can also register as a distribution partner without any obligation to start distribution activities for Platin Genesis.
- (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 Platin Genesis.

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

- (1) You must register on the website in a first step before being able to use the services of Platin Genesis. 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. The contractual relationship in this regard is established upon email confirmation of the registration by Platin Genesis, which also includes access information. After receiving access information, you can create your profile on the website and have access to the offers of Platin Genesis. 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) Platin Genesis 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. Platin Genesis 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. Registered users cannot log in again as a new customer or by entering a new e-mail address. However, Platin Genesis may, in individual cases and at the request of the customer, allow the creation of an additional profile at its own discretion; however, Platin Genesis expressly disclaims any claim to this. The customer shall address any such request to the Compliance Department of Platin Genesis. Should a user have created multiple profiles without the express consent of Platin Genesis, 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 Platin Genesis. The Customer shall address any request for consent to transfer the profile to the Compliance Department of Platin Genesis. The transfer of the profile is not permitted without the consent of Platin Genesis.

- (8) As heir, the customer is permitted to keep two profiles at Platin Genesis as a result of an inheritance. In this case, the customer shall notify Platin Genesis immediately of such an inheritance.
- (9) You are obligated to immediately report changes of your user data, in particular changes of your bank information and email address, to Platin Genesis. In the event that you do not meet this obligation you are obligated to bear the resulting damages yourself.
- (10) 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 Platin Genesis of any third parties gaining knowledge and of any abusive use of your online account.
- (11) 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 Platin Genesis at [support@platin-genesis.com](mailto:support@platin-genesis.com). 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).
- (12) Platin Genesis reserves the right to reject applications at its own discretion and without stating reasons. In the event that Platin Genesis rejects your application, all monetary amounts transmitted by you to the payment processor will be returned to you within 6 weeks.

### **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 Platin Genesis. 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 Platin Genesis;
- Data piracy, forwarding, or distributing personal or confidential information of other customers, distribution partners, or the employees of Platin Genesis or other violation of the privacy of other customers, employees, or distribution partners of Platin Genesis;
- Disseminating untrue statements regarding race, religion, gender, sexual orientation, origin, social status of other customers, employees, or distribution partners of Platin Genesis;
- Data piracy, forwarding, or distributing confidential information of Platin Genesis;
- Disseminating untrue allegations 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, 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;
- penetrating the service servers, data servers, or website servers.

- (2) Platin Genesis 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 contract**

- (1) Platin Genesis 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 Platin Genesis
- transmission of wrong or misleading information to Platin Genesis
- fraudulent, illegal, or otherwise abusive use of offers of Platin Genesis
- causing damage and otherwise damaging Platin Genesis or other customers or distribution partners of Platin Genesis
- unauthorized distribution, reproduction, publication, or other use or processing of the training material (e.g. upload to YouTube, etc.)

- (2) You are authorized to terminate your user agreement at any time; transmission of proper termination by email to [support@platin-genesis.com](mailto:support@platin-genesis.com) suffices for valid receipt of the termination and your profile will be deleted in the Platin Genesis Community.

#### **5. Server availability**

The Platin Genesis 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 Platin Genesis (force majeure, fault of third parties, etc.). In order to be able to use the Platin Genesis 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 Platin Genesis services may be limited when using older or not commonly used technologies.

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

- (1) Platin Genesis cannot be held liable for wrong information in your application. From this follows that Platin Genesis does not accept any liability for the accuracy of this information and your content saved at Platin Genesis constitutes third-party information in terms of the applicable Telemedia law.
- (2) With reference to the risk warning of Platin Genesis, Platin Genesis furthermore is not liable for the desired success the customer wishes to achieve based on the use of the Internet platform, the products of Platin Genesis.
- (3) Insofar as Platin Genesis provides computer programs (e.g. the e-wallet) on its Internet offer, use of the software is at your own risk. Platin Genesis 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. Platin Genesis 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 Platin Genesis. Platin Genesis 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) For the rest, Platin Genesis 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 Platin Genesis, 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 Platin Genesis, 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) Platin Genesis is not liable for damages of any kind arising on the basis of data losses on computer servers, with the exception of grossly negligent or intentional misconduct of Platin Genesis, its employees, or vicarious agents. Your stored content constitutes third-party information for Platin Genesis in terms of the Telemedia Act. Links are available on the Internet offer of Platin Genesis. Platin Genesis upon the initial linking reviewed the content under the respective link for unlawful content. Platin Genesis is not responsible for third party content available through links. If Platin Genesis finds or

is informed that a linked offer features unlawful content, this link will be deleted.

## **7. Data protection**

- (1) Platin Genesis 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, Platin Genesis 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 Platin Genesis 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 Platin Genesis and the associated logo) is permitted exclusively for the purposes listed in these GTC. The use without express authorization by Platin Genesis 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 Platin Genesis community) and bear sole responsibility. With regard to this content, Platin Genesis receives only the rights necessary in connection with the publication and use of the content on the Platin Genesis platform.
- (3) Infringements of the copyright, trademark, and other ancillary copyrights are pursued by Platin Genesis and Platin Genesis 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 [www.platincoin.com](http://www.platincoin.com) is free of charge.
- (2) Prices and fees are paid through online payment service providers or remittance from the user's own e-wallet. 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 Platin Genesis. Platin Genesis does not accept any responsibility for their services and possible damages or claims arising therefrom.
- (3) Insofar as you make payments to Platin Genesis (e.g. within the scope of the acquisition

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

**c) Notifications and messages**

Notifications by Platin Genesis 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 Platin Genesis/transfer to third parties**

- (1) Your access to the website and the services of Platin Genesis is at your own risk.
- (2) Platin Genesis is authorized to modify the website and services offered by Platin Genesis free of charge without prior announcement or liability.
- (3) Platin Genesis reserves the right to limit the use of services including the ability of contacting other members through the website if Platin Genesis is of the opinion that such violate contractual or legal obligations or the services are otherwise abused.
- (4) Platin Genesis 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 Platin Genesis or to advertise such or to participate in any activities of Platin Genesis;
  - that access to the Platin Genesis website is at any time faultless and interference-free, timely, or secure and that defects are rectified (cf. in this regard also Clause 5 of the Terms of Use);
  - that the training material or other information is complete, correct, or reliable;
- (5) Platin Genesis 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) Agreements with third parties**

Platin Genesis will from time to time conclude agreements with third parties, which represent external service providers, and which provide the software/technology/IT for products or services to you. You are obligated to comply with the terms and conditions of these third parties insofar as such are connected to the Platin Genesis website or linked to the respective third-party website. These terms and conditions may change at any time. You will be informed in advance of any change.

**f) Applicable law and jurisdiction**

- (1) Your legal relationship with Platin Genesis is subject to the law of the domicile of Platin Genesis. Compulsory provisions of the state in which your habitual residence is located remain unaffected.
- (2) Any disputes arising in connection with the services of Platin Genesis are subject to the jurisdiction of the domicile of Platin Genesis. Compulsory provisions of the state in which your habitual residence is located remain unaffected.

**g) Closing provisions**

- (1) Modifications or amendments of these GTC require the written form. This also applies to the cancellation of the written form requirement.
- (2) A possible invalidity or incompleteness of a clause of these Terms of Use does not void the agreement overall. Rather, the invalid clause is to be replaced with a clause that is valid and comes as close as possible to the economic intent of the invalid clause. The same applies in the event of gaps requiring regulation.
- (3) Platin Genesis may change these Terms of Use as well as the privacy policy at any time. You will be informed of any significant change prior to the coming into force of such in a form specified for messages notifications.
- (4) You can download the current terms of use at any time free of charge as a PDF file.