

TERMS OF CONDITIONS

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Services & Important Notices

Information Relating to Tokenized Shares

The Website and the App enable to view information, and GainBlock AG may send newsletters or otherwise distribute information, relating to the sale and repurchase of shares of companies that have tokenized their shares with GainBlock AG. GainBlock AG assist issuers of such shares to tokenize their shares on the public Ethereum blockchain and does not have any influence over any transactions relating to such shares. The Smart Contracts are immutable and run on a public blockchain over which GainBlock AG has no influence. The interaction with Smart Contracts, e.g., for the creation or transfer of tokenized shares, incurs transaction costs (gas fees). GainBlock AG assist issuers of such shares to tokenize their shares on the public Ethereum blockchain and does not have any influence over any transactions relating to such shares. Any sale and repurchase of shares are directly from such company and GainBlock AG is not involved in any way in the execution and/or settlement of such sale or purchase.

IMPORTANT NOTICES

No endorsement of tokenized companies: All information relating to tokenized shares and the companies issuing such shares are provided "as is" and "as available". GainBlock AG does not verify, approve of or otherwise endorse any such information.

No investment advice or recommendation: The Services contain general information on the companies offering their tokenized shares. This information does not constitute any replacement for financial advice based on the investor's individual circumstances and knowledge. Each person has sole responsibility for seeking the advice of qualified experts in order to assess the suitability of the tokenized shares and the associated risks for his or her own financial situation, as well as the tax consequences of potential participation in the offering.

Risks: An investment in the company involves significant risk, such as

- (i) risks related to the business and industry in which the company operates,

- (ii) operational and financial risks,
- (iii) risks relating to laws and regulations and
- (iv) risks relating to the shares in the company.

Several factors could affect the business, legal or financial position of the company or the value of its securities. Should one or more of these or other risks and uncertainties materialize, actual results may vary significantly from those described on the website and the offering material of the issuer. An investment in a company is suitable only for investors who understand the risk factors associated with this type of investment and who can afford a loss of all or part of their investment.

Non-custodial Wallet

The App contains software that facilitates the interaction with the Ethereum blockchain. The use of the App is not required to buy or sell or otherwise interact with the shares tokenized by GainBlock AG and the use of the App is free of charge. The interaction with the Ethereum blockchain incurs transaction costs (gas fees) that are not related to GainBlock AG.

Any interaction with the Ethereum blockchain requires a private key. For regulatory reasons, GainBlock AG does not store any backup of the User's private key and there is no restore function in the App for lost private keys. It is the customer's responsibility to ensure that the private key is not lost and that no unauthorized persons gain access to the private key.

Loss or disclosure of private keys to unauthorized persons may lead to the irreversible loss of the assets stored in the wallet.

Rights & Obligations of Company

The Company regularly carries out maintenance or improvements to the Services and its infrastructure but does not guarantee that the Services will function without any interruption or disruption. The User acknowledges that this may result in temporary delays and interruption from time to

time. Where reasonably possible, the Company will inform the User about potential, interruptions in advance.

The Company is permitted and possibly required by law to suspend access to the Service or the User's account based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity. In case of a suspension, the User remains liable for all charges and fees incurred during the suspension period.

The Company may amend the Terms from time to time at its sole discretion by publishing an updated version of the Terms on the Company's websites. Where possible, the Company will electronically notify the User of any material changes to the Terms. The User should check the Terms regularly and only use the Services upon acceptance of the changes to the Terms. The User's continued use of the Services following any amendments indicates acceptance of the changes to the Terms.

The Company constantly develops and improves its Services and may modify or either temporarily or permanently stop providing the offered Services or any part of it at its sole discretion. In case of material changes to the Services, i.e., changes significantly altering the nature and scope of the Services provided to the User according to the Agreement, the Company will notify the Users that are directly affected by such changes, and where it is reasonably possible.

Rights & Obligations of User

The User agrees to use the Services in compliance with the Agreement and all legal and moral obligations applicable in the territory where they are located.

The User must immediately inform the Company of all circumstances within its sphere that might endanger or may be relevant to the providing the Services and all misuses or suspicions of misuse of the Services.

The User may not:

- circumvent or attempt to circumvent any security protection of the Services;
- use the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;
- access the Service via any automated system or take any action that may impose an unreasonable load on the Company's infrastructure;
- bypass the measures that the Company may use to prevent or restrict access to or use of the Service.

The User agrees it will not, unless with the Company's prior written permission:

- try to decompile or reverse engineer the Services or any part of it, or derive the source code;
- copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services;
- create derivative works based on the whole or any part of the Services or any content available on the Service.

The User may not sell, sublicense, allow access or make the Services or any part of it otherwise available to third-parties.

The User agrees not to use or exploit the Services, any part of it or any content contained there in any data mining or any other similar activity.

Intellectual Property

Each party retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data and other intangible property rights ("Intellectual Property Rights"). All Intellectual Property Rights in the Services or any part of it remain vested in the Company.

The Company grants the User a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Services in accordance with the Agreement. The Services may contain open-source components. Such components are subject to the respective license.

Terms and Conditions of Use

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You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) disabling, removing, defeating, or avoiding any security device or system, including, without limitation, any password and login functionality used to authenticate users; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding,"

“spamming,” “mailbombing” or “crashing;” (e) sending unsolicited email, including promotions and/or advertising of products or services; (f) forging any TCP/IP packet header or any part of the header information in any email or posting; (g) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available on the Site and other than generally available third party web browsers; (h) reverse engineering, decompiling or disassembling the underlying software; (i) removing any notices, warnings, labels, annotations or instructions from any portion of the Site or any related material, including, without limitation, any patent, trademark, copyright, or other proprietary notices or license provisions; or (j) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Site.

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Past performance is not indicative of future results; no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

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Indemnification:

As a condition of your use of the Site, you agree to indemnify and hold GAINBLOCK AG (SA, LTD) and its Associates harmless from and against any and all claims, losses, liability, costs and expenses (including, but not limited, to attorney's fees), as incurred, arising from your use of the Site or related services or from your violation of these Terms and Conditions of Use.

Representations and Warranties:

You represent and warrant that: (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms and Conditions of Use; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms and Conditions of Use; and (iii) you will not delete any Content.

Effect on Other Agreements:

Nothing contained in these Terms and Conditions of Use is intended to modify or amend any other written agreement you may have with GAINBLOCK AG (SA, LTD) (including without limitation any customer agreement, participation agreement or account agreement) (collectively, "Other Agreements"), if any, that may currently be in effect. In the event of any inconsistency between these Terms and Conditions of Use and any Other Agreement, the Other Agreement will govern. Some pages within the Site contain supplemental terms and conditions and additional disclosure and disclaimers, which are in addition to these Terms and Conditions of Use. In the event of a conflict, such supplemental terms and conditions and additional disclosures and disclaimers will govern for those sections or pages.

Governing Law:

Headings used in these Terms and Conditions of Use are for reference purposes only and in no way define or limit the scope of the section. These Terms and Conditions of Use are governed by the laws of Switzerland (except for conflict of law provisions). Any claim related to any dispute arising as a result of the Site or under these Terms and Conditions of Use will

be made before a court of competent jurisdiction located in Switzerland. If any provision of these Terms and Conditions of Use is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. The failure of GAINBLOCK AG (SA, LTD) to act with respect to a breach of these Terms and Conditions of Use by you or others does not constitute a waiver and will not limit GAINBLOCK AG (SA, LTD)'s rights with respect to such breach or any subsequent breaches.

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GAINBLOCK AG (SA, LTD) maintains a Business Continuity Program as a framework to prepare the firm in the event of extended service outages caused by factors beyond its control (e.g., hurricanes, natural disasters, man-made events) and to restore services to the widest extent possible in a minimum time frame. The Program outlines the steps the firm will take in the event of a crisis to:

- ✓ Protect and preserve human life, health and well-being
- ✓ Protect and preserve limited partner assets
- Prevent or minimize loss, damage or disruption to facilities, resources and operations
- ✓ Provide essential services and operations
- ✓ Present and analyze information to support decision-making and action plans
- Communicate internally with employees and externally with company vendors, regulators and stakeholders

If you cannot contact GAINBLOCK AG (SA, LTD) through normal channels, please check The GAINBLOCK AG (SA, LTD) web site (www.gainblock.io) for alternative means of communication.

Privacy

The Company collects and processes personal data as described in its [Privacy Policy](#). The Company protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union.

The User authorizes the Company to use, process, and store relevant data for the performance of the Agreement and to use anonymized data to improve its services or for analysis purposes.

Liability & Indemnity

The Company is only liable to the User for damages resulting from the Company's gross negligence or wilful misconduct. In all other cases, the Company's liability under the Agreement is excluded to the maximum extent permitted under applicable law.

The Company is not liable for inaccuracy or incompleteness of the Services, or the incompatibility of the Services with any specific objectives that the User is hoping to achieve, or for any loss of funds that happened in connection with our Services, such as accidentally sending crypto assets to the wrong address or loss of market value of tokenized shares.

Neither party may recover from the other party, regardless of the legal reason, any amount with respect to loss of profit, data, or goodwill, or any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services whether or not the likelihood of such loss or damage was contemplated.

Neither party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond the parties' reasonable control (force majeure).

Warranties & Representations

The User acknowledges that the Services are provided "as is" and "as available", and the Company makes no warranties or representations of any kind related to the Services or the information and materials contained thereon. The Company makes the Services available to the User and uses reasonable care and skill in the performance of the Services.

The Company does not guarantee that the Services are error-free and will function without any interruption or disruption. The Company may at its own discretion carry out maintenance or improvements to the Services and its infrastructure, and the User acknowledges that this may result in temporary delays and interruptions from time to time. Where reasonably possible, the Company will inform the User about potential interruptions in advance. Any further warranty is excluded.

Miscellaneous

Entire Agreement: Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms. General terms and conditions of the User are excluded unless they have been expressly accepted by the Company.

Changes to Terms: The Company may, from time to time, change these Terms. The Company will notify the User at least 14 days before such changes apply to the User.

No Assignment: The User may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of the Company.

Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

Governing Law & Jurisdiction: These Terms, and all claims or causes of action that may be based upon, arise out of or relate to these Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of the Company has jurisdiction for all disputes arising from or in connection with the Terms.

Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms. General terms and conditions of the User are excluded unless they have been expressly accepted by the Company.

The Services may contain third-party content or links to third-party websites. The Company does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeline.

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If you supply us with your postal address on-line you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by sending an email to the address below.

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Consumers may prevent their information from being used for purposes other than those for which it was originally collected by emailing us at the address below. Upon request we provide site visitors with access to a description of information that we maintain about them.

Consumers can access this information by emailing us at the address below. Upon request we offer visitors the ability to have inaccuracies corrected in contact information, communications that the distributor / consumer / visitor have directed to the site.

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