

GEKKION PRIVATE BINDING OFFER

The present Offer constitutes a legally binding agreement, as defined below, between you and Adventarium company.

THIS IS AN IMPORTANT DOCUMENT YOU SHALL CAREFULLY READ IN ORDER TO MAKE A DECISION ON PARTICIPATION IN GEKKOIN PROGRAM.

READ THE PRESENT AGREEMENT CAREFULLY.

BY REGISTERING IN AND ENTERING GEKKOIN PROGRAM YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE PRESENT AGREEMENT AND AGREE TO BE BOUND HEREBY.

Gekkoin program provides access to the Services of Adventarium through the Internet.

We have the right to amend and update the present Agreement, delete any terms hereof, and make additions and adopt new annexes hereto, make changes to the fees and other amounts related to your User Account, at any time, by publishing a new edition of the Agreement on the Website of Adventarium at least 10 days prior to the moment the new edition comes into effect. We will inform you additionally about any change by sending the relevant notifications to you.

Upon your reception of a notification of the changing of the Agreement, you shall read the new edition of the Agreement and accept the new conditions stipulated therein in order to continue your use of Gekkoin program and any of the Services provided by Gekkoin program. In event of disagreement on the new edition of the Agreement or any of its parts, you shall immediately discontinue our relationship with no additional fee or fine charged.

We have the right to contravene the term of advance publishing of a new edition of the Agreement in case such Changes are required by law or relate to the introduction of new services, additional functions to the existing Services or any other changes which may neither restrict your rights nor extend your liability limits. In such cases, the Changes are made without prior notification of the Users and come into effect immediately.

In the case at any moment you no longer agree to those terms or other conditions, you shall immediately discontinue our relationship.

In the case you intend to close your User Account, you must understand that you may be liable to us after the termination of the present Agreement for any of your obligations arisen and such which you were liable for before the termination of the present Agreement.

The present Agreement shall remain in effect until you participate in Gekkoin program in compliance with the procedures required by the Gekkoin program. Adventarium may terminate the present Agreement for any reasons, including breach of the conditions of the present Agreement by you, with such termination immediately taking effect.

The present Agreement contains a legally binding provision regarding arbitration dispute settlements, which impacts your legal rights and may be executed by enforcement.

Unless the context otherwise requires, the terms used in the text, starting with uppercase letters, shall, herein and in the course of our further contacts and correspondence with you, bear the relevant meanings thereof described in the “Definitions” section.

1. Definitions

The following terms starting with uppercase letters shall, in the present Agreement and in the course of any our further correspondence with you, bear the following meanings:

“**Adventarium**” means Adventarium PTE. LTD company registered in Singapore with registration No. 201835219H, 101 Cecil Street #16-04 Tong Eng Building Singapore 069533, which is the holder and the operator of Gekkoin program.

“**Agreement**” means the present Agreement effective on a particular day, including any annexes hereto, as well as all of the forms filled out by you in compliance with the Program’s requirements, regardless of the time and manner of the provision thereof.

“**Applicable Currencies**”, as defined, are the currencies (including cryptocurrencies), which Gekkoin program operates and which are accounted on User Accounts.

“**Broker**” – the partner of Adventarium that opens and maintains User Account and provides services with stored value for the Users.

“**Gekkoin program**”, “**Program**” - the program, operating with the utility coin GEKKOIN, that includes the Services, any rules, procedures and instruments related to the Program whose holder and operator is Adventarium and which implementation is based on the services provided by the Broker.

“**Personal Cabinet**” is the combination of the tools operated by the Broker with help of which a User utilizes the Program’s abilities and receives the information on the User Account and gives instructions to carry out transactions with the funds on their User Account. The Personal Cabinet is administered and supported by the Broker.

“**Services of Adventarium**” or “**Services**” mean all services and any functions, technologies and/or functional abilities provided by Gekkoin program:

- trading Gekkoins on request of its Client and in order to support the Program;
- trading **Virtual structured product** nominated in Gekkoins

“**Monetary Funds**” mean the amount of the funds deposited in advance and stored by the Broker for the purpose of the use thereof by the Users as a means of payment within the scope of the Program in one of the Applicable Currencies.

“**Virtual structured product**” or “**Structured product**”, or “**Structured Deposit**”, or “**Deposit**” – means a trade deal in Gekkoins for purchasing virtual product nominated and recalculated in Gekkoins, consisting of changeable crypto-currency basket according to the terms and conditions of the deal accepted by Client. As a result, in the end of the trade deal term Client receives amount of Gekkoins equal to the market value of the virtual product bought, according to the deal end date, trade deal conditions and standard Terms and Conditions of Adventarium.

Reward Programs mean promotional programs that benefit Clients from time to time for being Gekkoin products users.

“User” or “Client” mean an individual or legal entity having a User Account in Gekkoin program.

“User Account” means the account in the Program related to a User of the Program opened with the Broker.

“Website of Adventarium” means the website <https://gekkoin.com> and its subdomains via which you may also use the Program.

“We” and “our” refers to Adventarium.

“You” and “your” in any gender or case, singular or plural, refers to an individual who accepts the present User Agreement, and to the legal entity represented by such an individual.

2 General Terms

2.1. Our relationships with the User are described in the present Agreement and are regulated hereby. The present Agreement is applied to your use of Gekkoin program and any of the Services provided to the User by the Program.

2.2. Gekkoin program provides the Users with the services of storage and transferring of stored value in any of the Applicable Currencies, as well as of conversion of the Users' stored value from one Applicable Currency to any other Applicable Currency or use of other Program Services.

2.3. Payments inside the Program are carried out by the Broker and the User shall accept all the terms and conditions of the Broker opening the User Account.

2.4. Gekkoin program does not accept, dispense or otherwise use cash in its Services.

2.5. If you use the services of Internet service providers, mobile/landline carriers, providers of mail or any other such services to use any of the Services, you shall bear the responsibility for any fees which such connection providers charge for such use, including the payments for SMS, data use, etc. Any such your provider does not relate to Program's providers.

2.6. Adventarium is an independent provider, holder and operator of the Program and is not your agent or authorized representative. We do not have control over or bear any responsibility for the products and services, which are paid for via the Services, and are not responsible for the fulfilment of the obligations of a deal paid for via the Program by a party of such a deal. We shall not bear any responsibility for any fraud or bad faith practices committed by the entities that you deal with in terms of using the Services.

2.7. The activities of Adventarium are not brokerage activities or such of trade or exchange of securities, investment contracts or other documents, instruments or units usually named “securities”, as a matter of law.

2.8. The present Agreement is applied to solely the Services which are implemented in the Program and which you are connected to. Any terms of the Agreement regarding the Services named therein but not in fact implemented in the Program, or those you do not use, come into effect only upon the implementation thereof in the Program and/or your connection thereto.

2.9. Adventarium has the right to, in its sole discretion, set the terms of the introduction of the services not implemented, or refuse the implementation thereof. We do also have the right to

refuse the provision of certain or all the services, giving you the ability to manage your monetary funds.

2.10. Any operation on a User Account is carried out in accordance with the applicable terms and conditions of the Broker.

2.11. Any operations in the Program may only be carried out in compliance with the restrictions imposed by the law against money laundering and financing of terrorism. For the purpose of reduction of risks, protection of the Users from losses, or prevention of fraud, Adventarium may, in its sole discretion, impose restrictions on the amount, the types and the number of operations via the Services.

2.12. You are responsible for the accuracy of your instructions as to the carrying out of any transactions with your monetary funds by the Program. The monetary funds errantly sent in accordance with your instructions will not be refundable by means of the Program.

2.13. You shall be obliged to timely review any messages from the Program and the transaction history on your User Accounts. You shall immediately notify us of any errors or problems, and also of the transactions you do not agree to, within 2 (two) calendar days of the relevant transactions.

2.14. Adventarium acts on your behalf keeping the records related to the Program. You understand and agree that (1) you are responsible for the accuracy and relevance of all the information provided by you, (2) your failure to provide accurate and relevant information may lead to measures taken against your User Account, the access to the Program may be revoked, and may lead to authorities' actions in relation to your User Account, or other sanctions and actions defined by the present Agreement and the applicable law, (3) we do not bear responsibility for any inaccurate or outdated information provided by you via the Program.

2.15. You understand and agree that Adventarium, for the purpose of complying with the law on prevention of legalization (laundering) of illegally received income and financing of terrorism, has the right to request the information on any operations carried out on your User Accounts, and require written clarifications and documents for the explanation of the nature and the purposes of the operations. You shall be obliged to provide us with such information and documents. We have the right to suspend the execution of any operation until we are provided with such information and documents by you.

2.16. You understand and agree that Adventarium, for the purpose of complying with the law on prevention of legalization (laundering) of illegally received income and financing of terrorism, has the right to refuse to carry out operations, and the right to block a User Account and, if required by law, inform the relevant competent authorities of any transactions and disclose other information thereto.

2.17. Any commissions and fees payable in accordance with the present Agreement and the Program's Fees are subject to withholding by the Program from the Clients' User Accounts at the moment of the carrying out of the transaction.

3. User Account Types and the procedure of opening thereof

3.1. Program's Users may only be non-residents of Singapore, who are entitled, in accordance with the present Agreement, to open a User Account.

3.2. A User Account may be opened by individual or legal entity having the right to enter into an agreement with the Broker for the purpose of opening a User Account. By creating a User Account with the Broker, you fully understand and guarantee us that you act solely on your behalf and for your own benefit. You shall be obliged to use the User Account solely in your personal interests.

3.3. In order to open a User Account, you should accept terms and conditions of the Broker. On top of that, you shall be obliged to, upon our request, provide any other information and documents in compliance with the Program's requirements, for the purpose of verification of the information provided by you, and, as well, in compliance with the requirements of the law on prevention of legalization (laundering) of illegally received income and financing of terrorism.

3.4. By agreeing to the conditions of the present Agreement you give us the power to, directly or with assistance of third parties, comply with any requests which we deem to be necessary for verification of your identity, as well as for verification of the accuracy of the information provided by you. You grant us the right to request your credit history or verify the information provided by you, with the use of third-party databases or any other lawful information sources.

3.5. For the purpose of verification of the information provided, we may require you to perform certain actions for verification of your ownership of your e-mail address, mobile phone number, as well as for verification of the accuracy of the information and the documents provided by you. You assume the obligation to perform such actions, inter alia, by means of the Program's tools.

3.6. We shall have the right to, in our sole discretion, from time to time require you to verify the accuracy and currency of the information you have previously provided us with, request confirming documents and undertake other measures for identification and verification.

3.7. We retain the right to prevent, block and restrict access to the Services, in case we are unable to receive or verify the information provided by you, it is contradictory or inaccurate, in case you refuse to provide the required information, refuse to perform the actions necessary for the verification of the documents, information and your identity, or in other cases statutorily required by the applicable law.

3.8. We retain the right in our sole discretion, conduct repeated identification and verification to the extent we deem to be necessary, including without limitation reception of your personal credit history or your business's credit history, in cases when you apply for certain new Services or at any other moment of time when Adventarium reasonably believes your User Account is exposed to a high level of risk.

3.9. A decision on opening you a User Account is made by the Broker after the conduction of the identification and, if required, the verification procedures on the basis of the documents and/or information provided by you, as well as the information we, in accordance with the present Agreement, have the right to collect independently. By accepting this Agreement you

irrevocably agree with the information exchange related to your participation in the Program between Adventarium and the Broker.

3.10. After reception of a notification of the opening of your User Account, you acquire the ability to use the Services available to your account in accordance with the rules of the Program.

4. Operations on a User Account

4.1. Sending payments

4.1.1. After depositing of monetary funds to your User Account, you will be provided with access to the Services. You may carry out payments to any User and also to the entities not being the Users in accordance with the terms and conditions of the Broker.

4.1.2. You bear the responsibility for the accuracy and the relevance of all the information provided by you for the carrying out of each payment, including without limitation the e-mail address, the mobile phone number, the name or the title of the recipient, the amount of the payment, and for any other information, if required by the System.

4.1.3. We have the right to require additional information not required by the Program's standard forms. We have the right to refuse to carry out the operation if the information provided by you is not compliant with the Program's requirements, incomplete or irrelevant, or if you refuse to provide us with the information additionally requested.

4.2. Receiving payments in the Program.

4.2.1. Any payments payable to the recipients having User Accounts with the Broker shall be carried out in accordance with the terms and provisions of the Broker.

4.2.2. You shall be obliged to, by yourself, determine which taxes, if any, are imposed on the payments which you send or receive, and are responsible for the tax collection, declaration, and exemption, in the relevant amount, to the relevant tax authority. Adventarium is not responsible for the determination of whether your transaction is imposed taxes upon, and for the tax collection, declaration or any tax exemption on the transaction.

4.3 Cancellation and termination conditions of **“Virtual structured product”** or **“Structured product”**, or **“Structured Deposit”**, or **“Deposit”** before the deal end date.

4.3.1 The Client have to read carefully and agree to the Broker's Terms and Conditions procedure of giving deal termination request and confirmation.

4.3.2 Terms and data provided to the deal termination confirmation for final transaction within the User Account are calculated by Adventarium accordingly to Client's deal strategy chosen for the particular deal and are listed in each strategy description at www.gekkoin.com and in Personal Cabinet:

4.3.2.1 Safe Strategy

- Funds in Gekkoins are returned in the amount of the market value of the Virtual Structured Product or Deposit accordingly to the date and time of deal termination confirmed by the Client, but not exceeding the amount of Gekkoins initially used by the Client to enter that particular Deposit deal.

4.3.2.2 Balanced and Dynamic strategies

Funds in Gekkoins are returned in the amount of the market value of the Virtual Structured Product or Deposit accordingly to the date and time of deal termination confirmed by the Client, but not exceeding the amount of Gekkoins initially used by the Client to enter that particular Deposit deal minus maximum level rate of risk chosen by the Client for that Deposit deal(recalculated in Gekkoins).

4.4 Reward Programmes.

4.4.1 Reward Programmes are considered to make rewards or bonuses from time to time in Gekkoins transferred by Adventarium to User Accounts and in the amount according to the rules of each Reward Programme described at www.gekkoin.com .

4.4.2 Reward Programmes might be limited in time.

5. Intellectual property

5.1. You acknowledge that any and all rights to the intellectual property, including the right to the Program trademark, any other trademarks, names, authors' rights and other rights ("rights of IP") which are used or mentioned on the Website of Adventarium, are and remain exclusive property of Adventarium PTE. Ltd. or of its partners.

5.2. You do not have the right to copy, imitate or use the objects of intellectual property rights without prior written permission of the right holder. On top of that, all the page headings, non-standard graphic images, icons and signs (sets of symbols) are the service signs, the trademarks or the elements of the corporate identity of Adventarium. You do not have the right to copy, imitate or use those without prior written permission of the right holder. You may use the registration HTML-data provided by Adventarium or in the affiliated programs, without prior written permission, for the purpose of the specification of the address, for accessing the Services of Adventarium, but solely in compliance with the conditions of the affiliated programs. You do not have the right to make changes to those registration HTML-data, use those in a manner discrediting Adventarium or the Services of Adventarium, or display those in a manner impairing the financial condition or the public reputation of Adventarium. All the rights, names and interests in or on the Website of Adventarium, any content on that Website, the Services of Adventarium, the technology related to the Services of Adventarium, and any and all the technologies and the content created, or extracted from, any of the mentioned objects are exclusive property of Adventarium and its licensors.

5.3. You promise that you will not try to change, hack, decompile, gain unauthorized access to or otherwise interfere in any of our programs, the mobile application or the Website of Adventarium. You understand that we may immediately close your Account and undertake legal action against you if you breach, or we have reason to believe that you breached, this promise.

6. Ways of information exchange. Communication.

6.1 The main method of communication between you and us in terms of use of the Program is the tools available in the Private Cabinet. We will not accept any your messages, applications or instructions, if those could be given us via the Private Cabinet but sent to us

in any different manner. All the instructions which you give to us in any of the ways implemented in the Private Cabinet have the same legal power as if you gave those to us in the written form. You agree that all the calls (on the phone or with the use of other communication tools, including those using the Internet) and electronic messages may be recorded and stored by us as the records of your instructions.

6.2. Any your notifications, applications and messages to us, if those are not supported by the Private Cabinet, must be sent via the contact channels specified on the Website of Adventarium.

6.3. We have the full right to not consider and ignore any messages, applications or instructions given by you in the manner not compliant with clauses 6.1. and 6.2. of the present Agreement. You bear all the risks related to breach of the rules of accessing the Program.

6.4. We and our providers acting under our instruction may contact you, as well, via automatic or previously recorded messages, on the phone number(s) you have provided us with and/or at the e-mail specified by you during the registration of the User Account. Such messages may relate to (a) the notifications addressed to you, (b) investigations or prevention of fraud, (c) debt collection. We do not share your phone number(s) with third parties, for their own purposes, without your consent, except for the providers with which we have entered into the agreements on the relevant maintenance of operation of the Services of Adventarium. Such notifications are considered received by you on the day of the sending thereof.

6.5. Notification of any judicial proceedings or other documents in connection with your legal actions against Adventarium must be sent by mail to the postal address written on the Website of Adventarium.

6.6. We may send you any messages or requirements by the tools implemented in the Private Cabinet and, as well, by mail or phone, the Internet or with the use of other electronic means of communication, to any addresses we know.

7. User Conduct

7.1. You understand and agree that you will not perform the following actions:

- A) Use the Program for conduction of any business regulated by specified herein;
- B) Use the Program for payments for illegal or counterfeit products or services, including banned substances, counterfeit consumer goods / infringing merchandise, stolen property, substances not freely circulatable and those being dangerous for consumers, illegal online gambling games and lotteries, financial pyramids, firearm and ammunition trade, any sorts of illegal income laundering, as well as any sorts of illegal activities;
- C) Provide Adventarium with false or inaccurate information, including attempts of identity fraud, for example, when specifying false information on the accounts or providing falsified documents, photographs or scans;
- D) By means of deceit or misrepresentation, deprive us or other Users of Adventarium of funds;

E) Conduct any activities which, as Adventarium and its partners believe, may incur a high level of the risks related to you, your User Account or any your action on the User Account; or

F) Otherwise breach the conditions of the present Agreement or the policies stated herein.

7.2. You understand that any your illegal actions or breaches of the Agreement may be a reason of a temporary or permanent blocking of your User Account and the Program.

7.3. You understand that any your illegal actions or breaches of the Agreement may, if required by the law, be a reason of our application for calling you to account, not excluding criminal liability.

8. Termination of Participation in the Program

8.1 In the event of breach of any provisions of this Agreement and subject to the provisions of this section, we may cease our relationship with you, at any time and without punitive sanctions, by terminating your participation in the Program with the use of the tools of the Program and the Private Cabinet. You can terminate the relations with us providing us 30 days prior notification using the Private Cabinet.

8.2. After terminating your participation in the Program, we cancel any incomplete transactions unless otherwise statutorily required by law.

8.3. Prior to termination of your participation in the Program, you must withdraw the remainder of the funds from it by using the tools of the Program, if such a transfer is not prohibited by an active court or supervisory authority decision or act in any legal form, or otherwise prohibited by law or authorities. You bear the responsibility for the instructions on the funds withdrawal to a bank account after closing your User Account.

8.4. You shall not close your User Account to avoid an investigation by the authorities or Adventarium. If you attempt to close your User Account during our investigation, we may hold back your funds for a period of up to 180 days, for the purpose of protection of Adventarium or third parties from the risk of cancellation, refund, lawsuit, payment of fees, levies, fines, and other financial obligations.

8.5. If you want to close your User Account, you must understand that you shall bear the responsibility to us, after the termination of the present Agreement, for any obligations which you have assumed and those you were responsible for prior to the termination of the present Agreement.

8.6. The cease of our relationship does not negatively impact the rights accrued by the moment of the cease of the relationship, legal remedies, obligations and liabilities of the parties, including the right to require indemnity for losses in event of any breach of the Agreement, which existed on the day of the cease of the relationship, or prior thereto. Any provisions of the present Agreement, which, directly or by implication, remain in effect after the cease of the relationship, remain in full effect.

9. Security

9.1. You bear the responsibility for ensuring adequate security and management of passwords, personal identification numbers (PIN) and any other codes which you use to access the Services of Adventarium. You bear the responsibility for all the instructions given to us online at any place and at any moment when, for accessing your User Account, the correct password is entered, and grant us the power to follow those instructions. PIN codes and passwords are considered equivalents of the User's personal handwritten signature. Adventarium bears no responsibility for any loss or damage incurred by our trust in your oral or electronic instructions given to us with the use of your password.

9.2. If you suspect that your password has become known to a third party, you must notify us immediately, and you agree to cooperate with us in terms of any further investigation. Before you notify us, you continue to bear the responsibility for all the transactions carried out with the use of your password. In addition to the passwords, you may require the undertaking of other security measures which we may implement to ensure the security of your information.

9.3. Adventarium does not store the passwords, however, you agree to the storing of a hashed password by us.

9.4. You agree to use reliable means of ensuring security when gaining access and carrying out electronic transactions. Those include logging out and closing any online services of electronic transactions upon the completion of the transactions, regardless of the means of accessing the Program. You agree to undertake any measures of ensuring security, which we may recommend at the relevant/given moment of time, in relation to the requirements of the encryption technology, scanning for viruses, software, access protection systems, anti-spy programs, cyber-security measures and similar means of protection, to ensure the security of any electronic operating activity.

9.5. Personal and confidential information, for example, your personal key, is stored on a server, in the form encrypted with help of special tools. The encryption and decryption are conducted with use of the key extracted from your password.

9.6. If you receive an e-mail message, an SMS message, a phone call or an appeal to you in any other form, from anyone claiming to be Adventarium, its representative or another company of the group, or such containing a request for confidential information (phishing), you shall be obliged to not provide any information or data in response and immediately contact the Client Service of Adventarium. You must not click on any links in unusual e-mail messages or download any attachments from such sources.

9.7. Adventarium never requests you to provide your password in an e-mail message or on the phone. In event of reception of such messages and appeals, you must immediately contact us and inform us of such facts.

10. Fraud prevention

10.1. If we suspect that fraudulent activity is being conducted on your User Account, you acknowledge that for the purpose of protecting you we have the right to temporarily suspend your User Account in order to prevent further or continuing the unauthorized activity. In such a case you may receive an e-mail notification from Adventarium.

10.2. If you yourself suspect any fraud, you shall immediately notify the Client Service of Adventarium, so that Adventarium is able to conduct an investigation and attempt to solve the problem.

11. Disputes with Adventarium

11.1. In event of the arising of disagreement between you and Adventarium, our goal shall be to learn about your opinion and consider it, and, if we are unable to do so to your satisfaction, offer you neutral and low-cost means of a timely settlement of the disagreement. You may inform us of any disagreement between you and Adventarium in relation to the Services of Adventarium in accordance with the manners set by the Agreement.

11.2. In event of any disagreement, except for a prohibitory injunction or other means of court protection in equity, the claimant party has the right to choose to settle the dispute in the low-cost way of an arbitration proceeding without the parties' attendance, with a mandatory decision. If the party chooses arbitration, it initiates such a proceeding held by an accepted alternative dispute resolution (ADR) arbitrator whose nomination is agreed on by the parties. The arbitrator and the parties to the dispute shall abide by the following rules: (a) the proceeding is carried out on the phone, online and/or solely on the correspondence basis, the certain manner shall be chosen by the party which initiated the proceeding, (b) the proceeding does not require any personal attendance of the parties or witnesses, unless otherwise agreed on by the parties, (c) any judgment made by the arbitrator may be enforced in any court having the relevant jurisdiction.

11.3. In case the parties have not reached a conclusion as a result of the arbitration proceeding, the court of the relevant jurisdiction shall be the State Court of Singapore, the applicable law is Singaporean law.

12. Limitation of liability

12.1. Nothing in the present Agreement restricts or excludes the liability of Adventarium in event of fraud or falsification of facts.

12.2. Subject to the above mentioned, we (including, for greater certainty, our parent and affiliated companies) and the officers, directors, agents, employees and suppliers of Adventarium (including, for greater certainty, the abovementioned categories of entities in our parent and affiliated companies) shall in no event be liable for any loss of profit or special, incidental, indirect or secondary or punitive damages (including without limitation the losses resulting from loss of data or loss of business) incurred due to, or in connection with, our website, the Services or the present Agreement (if any, including negligence), if, and to the extent, permitted by law.

12.3 The liability of us (including, for greater certainty, our parent and affiliated companies) and our (or, respectively, their) officers, directors, agents, employees and suppliers to you or any other third party is restricted by the actual amount of the direct damage. On top of that, to the extent allowed by the applicable law, Adventarium, including, for greater certainty, our parent and affiliated companies, and our (or, respectively, their) officers, directors, agents, employees and suppliers shall not be liable, and you agree to not hold the abovementioned

categories of entities liable, for any losses or damages (including without limitation losses of funds, damages of reputation and financial damages incurred thereby, losses of profit or other non-material losses or any special, indirect or secondary damages), directly or indirectly conditioned by: (a) your use or inability to use the Website or the Services of Adventarium, (b) delays or interruptions of the operation of the Website or the Services of Adventarium (c) viruses or other malware transmitted as a result of accessing the Website or the Services of Adventarium or any other website or services accessed via the link on the Website or a Service of Adventarium (d) short-term failures, hardware or software errors or imprecisions of any sort, on the Website or in the Services of Adventarium, or in the data or graphic images received from those, (e) content, actions or failure to act of third parties, (f) suspension, or another action taken in relation to your User Account, (g) any loss resulting from the risks characteristic of online trade, including latent defects of hardware and software, losses of data, delays, denials, errors, omissions and loss of the transmitted information or instructions, power interruptions, interruptions of the Internet availability, hackers' attacks, DoS attacks, viruses or other damaging or destructive factors, (h) any levies, fees, taxes or losses resulting from a stealing or any other loss of funds after the transfer thereof from the bank account of Adventarium according to your instruction, (i) any losses resulting from the fact of that the information transmitted on the Internet may not be entirely protected, and the Internet and the relevant online systems may not function continuously. We shall not be liable for any losses or damages you may suffer if a third party accesses your confidential information transmitted on the Internet, or you are temporarily unable to monitor your balance in Adventarium Program; (j) your need to change the methods, content or conduct, or your loss of the ability to operate the business as a result of a change to the present Agreement or the policy of Adventarium. Adventarium retains the right to change its policy and the present Agreement at any time, in accordance with the terms of the Agreement.

12.4. Adventarium shall not be deemed to be breaching the present Agreement or otherwise liable for any losses or damages incurred or suffered as a result of a delay in fulfilment of or a failure to fulfil any obligations under the present Agreement (and, if important, the term of the fulfilment is respectively extended), in case, and to the extent, of the conditioning of such a delay of fulfilment or failure to fulfil by force majeure circumstances or your serious mistake or an intentional breach by you, including any refusal to keep your password secret, and any refusal to abide by the conditions of the present Agreement or follow the relevant policy.

12.5. Adventarium, our employees, and suppliers ensure the operation of the Services of Adventarium "as is" without any warranties or conditions, obvious, implied or statutorily required. Adventarium and our employees hereby expressly state their disclaiming of any implied warranties in relation to the right of ownership, commercial applicability, the applicability to the use for certain purposes and the absence of authors' rights infringement.

12.6. Adventarium does not have any control over the products and services, as well as the sellers thereof, which are paid for with help of the Services of Adventarium, and Adventarium may not guarantee that the buyer or the seller you deal with will actually carry out the transaction or has the power to carry it out. You bear the responsibility for the conduction of the appropriate complex verification of the contractors that you have decided to deal with, and you agree that Adventarium does not bear any responsibility for any fraudulent or inappropriate activities of the parties which you pay to and receive payments from.

12.7. Adventarium does not guarantee permanent, uninterrupted and secure access to any part of Adventarium Program, and the operation of our Website may be interrupted by multiple factors which we do not have control over. Adventarium will make all the reasonable efforts to ensure the timely processing of requests for deposits of funds to or withdrawals of funds from bank accounts and credit cards, but Adventarium does not assume any obligations or warranties in relation to the amount of time needed for the complete processing, because the Services of Adventarium depend on multiple factors which we do not have control over, including, for example, delays in banking systems.

12.8. Neither party shall be deemed breaching the present Agreement or held liable for a delay of the fulfilment of failure to fulfil any of its obligations under the present Agreement if such a delay or failure occurred as a result of the events, circumstances or reasons which are beyond the reasonable control. In such circumstances, the affected party has the right to a commensurate extension of the term of the fulfilment of the obligation.

12.9. In event of a disturbance of the market balance, market volatility, a hacking of the systems (including the systems of third parties, which Adventarium relies on) and market disruption, Adventarium shall retain the right to correct the instruction, if the currency rate received from Adventarium's data source appears to be false. Adventarium will inform you of the necessity of correcting the instruction because of the incorrect market data, and you will be able to cancel your instruction if you do not want to trade at the corrected market rate.

13. Miscellaneous

13.1. The present Agreement is governed by Singaporean law and must be interpreted in compliance therewith. Except when otherwise agreed on by the parties, you agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore for the purpose of the conduction of any legal actions, action examinations, and judicial proceedings, in connection with the present Agreement or your use of the Website or the Services of Adventarium.

13.2. Our inaction in event of breach of the present Agreement by you or third parties does not mean our refusal of the right to act in event of subsequent or similar breaches.

13.3. You bear the responsibility for the timely updating of any information provided by you, including without limitation the information on your e-mail and mail addresses, phone number, and other information. You will bear all the adverse consequences related to your failure to fulfil the obligations to provide information on any changes.

13.4. You agree to protect, compensate the losses to and hold Adventarium, its officers, directors and employees harmless from the liability for any claims and lawsuits (including payment for an attorney's services) made or filed by any other party for a reason, or as a result, of your breach of the present Agreement and/or your use of the Services of Adventarium.

13.5. In the event your funds are seized in accordance with Singaporean law or are subject to levying, we shall be obliged to follow the relevant instruction. You will not have any claims about our compliance with such requirements obligatory to us by authority of law.

13.6. In the event of a User's death or loss of capacity to contract, we will request instructions in relation to the User Account from their executor of will or trustee after we are provided

with a convincing proof of the power of such an executor of will or trustee/property administrator, and the documents which we require.

13.7. You are responsible for the payment of all the local taxes, fees and levies which are imposed, or may be imposed, on sending and reception of funds, and any relevant commissions.

13.8. Adventarium does not bear the responsibility for any fees, commissions or exchange rates in terms of international transactions, which may be imposed by credit card issuers, financial institutions or banks.

13.9. You agree to abide by all the relevant laws of any state which you are a citizen, resident or subject of, and any region which you are a resident of at the given moment of time, and any other region from which you access the Website of Adventarium, including without limitation the laws of the Republic of Singapore.

13.10. You shall be obliged to pay all the amounts payable under the present Agreement in full amount, without any deductions or withholdings, except for those statutorily required, and you do not have the right to require any offset or lay down a counter-requirement on Adventarium in justification of the failure to pay, or for the purpose of contestation of payment of any such amount, entirely or partly.

13.11. Adventarium may, without any damage to its other rights or legal remedies offset any amount which you are obliged to pay thereto (or to any of its affiliated companies) against any amount which Adventarium is obliged to pay to you.

13.12. Your right to the personal privacy is important for Adventarium. Read our Privacy Policy to receive more detailed information. If using the Services of Adventarium, you have received information on a third party, you must keep that information confidential/secret and use it only in connection with the use of the Services of Adventarium. You do not have the right to disclose or distribute the information on a third party or use it for marketing purposes if you have not been granted a consent to such your actions.

13.13. Adventarium may at any moment assign, transfer, charge, subcontract or otherwise transfer the ownership of all, or a part, of its rights under the present Agreement, and may subcontract or delegate, in any manner, all, or any, of its obligations under the present Agreement to any third party or agent. You do not have the right to assign, transfer, charge, subcontract or otherwise transfer ownership of all or any of your rights or obligations under the present Agreement without written consent of Adventarium.

13.14. Unless otherwise allowed by the rules and the procedures of the Program, you do not have the right to provide any third party with the right to use your User Account or the Services on your behalf, or the right to access any information on your Account. You also understand that you are solely responsible for any your actions performed in breach of this prohibition, as well as for any actions performed by the third parties that you provided with the ability to use your Account or the Services. On top of that, you understand and agree that you hold Adventarium free from any responsibility and relieve us from any obligations which may arise as a result of actions or inactivity of that third party in connection with the permission which you have granted. We have the full right to block your account or cease our relationship in even of your breach of the prohibition imposed by this item of the Agreement.

13.15. The present Agreement, along with any applicable policies and agreements on the Website of Adventarium, does reflect the full range of arrangements between you and Adventarium in relation to the Services.

13.16. If any provision (or part of any provision) of the present Agreement shall, for any reason, be held by a court or any other competent authority to be invalid, illegal, or unenforceable, that provision, to the extent required, shall be deemed deleted and the remaining provisions shall remain effective and enforceable.

13.17. An entity not being a party to the present Agreement does not have any rights under the present Agreement or in connection therewith.

13.18. Except as otherwise expressly provided for in the present Agreement, nothing in the present Agreement is intended to or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.19. Although Adventarium may be accessed from all around the world, not all the functions, products and Services which are described, mentioned, provided or offered on the Website of Adventarium, or with help thereof, are available to all the entities at all locations. Adventarium retains the right to, in its sole discretion, restrict the access to, and the amount of, any function, product or service to any entity or location. Any offer of any function, product or service published on the Website of Adventarium is cancelled at a location where it is prohibited.

13.20. The parties of the present Agreement agree that the present Agreement and any accompanying documents shall be written in the English language.

13.21. Notwithstanding any other provisions of the present Agreement, any translation of the present Agreement is provided solely for your convenience. The meanings of the terms, the conditions and the claims in the text of the present Agreement correspond to the definitions and the interpretation thereof in the English language. Any provided translation may inaccurately interpret the original information in the English language.