



## TERMS AND CONDITIONS OF NODEXO PLATFORM

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Last updated: 30.04.2018

### 1. AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Nodexo LLC (“we,” “us” or “our”), concerning your access to and use of the <https://nodexo.io> platform as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Platform”). You agree that by accessing the Platform, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these terms and conditions, then you are expressly prohibited from using the site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Platform after the date such revised Terms and Conditions are posted.

The information provided on the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Platform.

You are only allowed to use the Platform and purchase Masternode Shares if you are neither a US, Singapore, South Korea permanent/temporary resident of the mentioned states, nor you have a primary residence or domicile in the US (including Puerto Rico, the US Virgin Islands, and any other possessions of the US), Singapore or South Korea. In order to purchase Masternode Shares and by purchasing them you covenant, represent, and warrant that none of the owners of the user profile, of which you are an authorized officer are US, Singapore or South Korea citizen or permanent resident, nor you have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or US, Singapore or South Korea. Should this change at any time, You shall immediately notify us. You also represent and warrant that you are not a citizen or resident of a geographic area in which access to or use of the cryptocurrency or Tokens, or where participation in ICO is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling Masternode Shares to anyone who does not meet the criteria set forth above.

### 2. USER REPRESENTATIONS

By using the Platform, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms and Conditions; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Platform for any illegal or unauthorized purpose; and (7) your use of the Platform will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

### **3. REGISTRATION ON THE PLATFORM**

- 3.1. You have to be a registered user and agree with Terms and Conditions in order to be entitled to use the services offered on the Platform.
- 3.2. In order to submit a registration application you must be eligible, and you shall confirm that, throughout the use of the Platform, shall be eligible according to the following criteria:
  - 3.2.1. you are a natural person or legal entity;
  - 3.2.2. if you are a natural person, you must be at least 18 years old;
  - 3.2.3. you must have a registered account, and you must be authorized to freely handle such account and funds contained therein (if any);
  - 3.2.4. no insolvency procedures have been announced against you.
  - 3.2.5. pursuant to a judgment that has taken effect, you do not have limited legal capacity due to disorders of mental nature.
- 3.3. you must acknowledge that, at the time of submitting the account registration and at the conclusion of the Terms and Conditions, you are fully legally capacitated and are not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.
- 3.4. You shall register on the Platform, by filling in e-mail address and password and confirm the Terms and Conditions. After the registration, a user's profile is automatically created on the Platform.
- 3.5. To access and use the user's profile, we identify you by e-mail address and password. You shall be entitled to change the e-mail address and password used for identification in compliance with procedures established on the Platform.
- 3.6. If you are a legal entity, we are entitled to identify the signatory, for whom the rights to sign have been established.
- 3.7. To use services offered on the Platform you must take the steps prescribed in Section 4 of the Terms and Conditions to enable us to identify you.
- 3.8. We may refuse the registration of a new user on the Platform without giving a reason for refusal.
- 3.9. Your profile is private, and only the owner of the profile (you) are authorized to enter into and use it.

### **4. USER IDENTIFICATION AND CONFIRMATION OF TRANSACTIONS**

- 4.1. We are entitled to perform user identification on the basis of the first payment for top up of the balance of your profile when such payment is done in manner prescribed in the Terms and Conditions of the Platform.
- 4.2. You must electronically submit a copy of valid personal identification document, uploading it to your user profile at the place intended for that purpose. We may check the validity of the document and we are entitled to prohibit you to acquire funds until you have submitted a copy of valid personal identification document and we have checked its validity.
- 4.3. For the purpose of identification, we are entitled to contact you at its sole discretion, at any time, and ask for additional identification documents or additional information that would confirm the identity of you or other details provided by you about yourself.
- 4.4. We are entitled to unilaterally change the rules and the process of user identification as well as to specify additional requirements for the identification.
- 4.5. The agreement between Nodexo and you shall come into force from the moment when you on the Platform have approved the Terms and Conditions of Nodexo Platform, and we have identified the user.
- 4.6. Authentication of the user in user's profile shall be done by owner of the profile (you) providing its e-mail address and password.
- 4.7. You shall not disclose your password to any third party service providers. In the event that the password has become available to a third party service providers, you are obliged to immediately change it and at the same time to promptly inform us of the password becoming available to third party service providers and the need to block your user profile until you change the password.
- 4.8. If you are a legal entity which has submitted the registration application and which has from your cryptocurrency wallet paid funds to our cryptocurrency wallet, we shall be entitled to identify the natural person who has taken the relevant actions as the lawful and legal representative with all rights to represent you as the user, as well as to identify the natural person, who is a beneficiary, and identify the relevant legal entity.

### **5. BALANCE OF THE USER PROFILE**

- 5.1. To add up the balance of your profile you shall transfer the funds to your Platform cryptocurrency wallet, and after the receipt of the funds we shall increase the balance of your profile by the amount of the received funds.
- 5.2. You may add up the balance of your user profile only in your own name and from your own "cold" or "hot" cryptocurrency wallet (no crypto exchange).
- 5.3. If we receive a payment from a user which cannot be identified as made by you and/or for the add up of the balance of your profile, such payment shall not be deemed as received, and the balance of your

profile shall not be added up until we have identified the payment. We are entitled to return the payment if we have not identified it.

5.4. The balance of your profile shall also be increased by the payments received from masternode block rewards.

5.5. You may not request any interest payments from us, including, lawful interest or any other remuneration, for the balance of your profile.

5.6. You hereby instruct us to use the balance of your user profile by reducing it within the limits of the available balance, in accordance with the terms and conditions, and in accordance with the actions taken by you in your user profile.

5.7. You may at any time request us to disburse the balance of your profile to your “cold” or “hot” cryptocurrency wallet, from which you have previously made a transfer to the Platform cryptocurrency wallet.

5.8. Once we receive your request regarding disbursement of the balance of your user profile and started its processing, it is entitled to refuse an opportunity to use the requested balance for making investments and taking any other actions with this balance.

5.9. We shall ensure disbursement of the requested balance of your user profile or a part thereof within the limits of the available balance to you within 30 (thirty) business days after the day your application is deemed to be received, or sooner if other user has agreed to purchase the stake of your balance which is a stake of masternode collateral. If it is impossible to disburse the balance in the aforementioned term due to your fault or any other reasons out of our control, the aforementioned term shall be deemed to be extended until the relevant obstacles have been eliminated, and we shall not be held liable for a delay of the payment due to such cause.

5.10. Balance of your profile shall be reduced by the balance disbursed to you.

5.11. You agree to add up the balance of your user profile only with funds of legal origin, the origin of which you can prove at any time.

5.12. You have been informed that it is prohibited to add up the balance of your user profile with funds obtained dishonestly or illegally. In case of any suspicious activity we may inform the relevant authorities, as well as may block the access to your user profile.

5.13. If your user profile is closed and/or deleted at our initiative, we may disburse all of the balance of your user profile without prior warning or coordination with you to any of your cryptocurrency wallets from which you have previously made a transfer to the Platform.

5.14. In any event, you must check information regarding the receipt of the funds and ensure that it may receive the transfer made by us to your cryptocurrency wallet from which we have previously received funds from you.

## **6. PURCHASING OF MASTERNODE SHARES**

6.1. After we have made your identification, you may purchase the Masternode Shares offered on the Platform, provided that the balance of your user profile is sufficient for the purchase of the selected Masternode Share.

6.2. When purchasing the Masternode Shares, you shall comply with the following terms:

6.2.1. You are entitled to choose one or more Masternodes that are offered on the Platform;

6.2.2. If you want to purchase only a portion of the Masternode, you shall specify the amount that you are willing to invest for the portion of the respective Masternode;

6.2.3. You are entitled to purchase an unlimited number of Masternode Shares both in the full amount and in any portion thereof;

6.2.4. You may purchase the Masternode Shares for an amount not exceeding the available balance of your user profile.

6.3. By submitting the application to purchase the Masternode Shares, you shall irrevocably authorise us to use the balance of the your user profile to pay the collateral necessary for Masternode set up.

6.4. After selecting the Masternode Shares and indicating the investment, which you agree to make for the Masternode, we shall inform you in your user profile of the selected Masternode and submit for review and its approval. If you agree to the investment, you approve it in your user profile.

6.5. We shall ensure information on your profile regarding the Masternode Share dividend payment schedule and amount.

6.6. You are entitled to become acquainted with all actions carried out in your user profile, including payments made and received.

6.7. In the case that we find that your user profile has a negative balance, we shall notify you, who shall be obliged to add up the balance of your user profile by such amount that is sufficient to cover the negative balance in full, no later than within 5 (five) days after receipt of the notification from us.

## **7. SELLING MASTERNODE SHARES TO OTHER INVESTORS**

7.1. You have been informed and agree that you may sell your Masternode Shares which are acquired on the Platform only to other investors, us and/or to person which is entitled to or obliged to repurchase the Masternode Shares, only on the Platform and only by means of Nodexo.

7.2. You shall mark all Masternode Shares that you wish to sell to other investors in your user profile, by completing the offer to sell the Masternode Shares, thereby indicating whether you wish to sell the Masternode Shares fully or partially, indicating the exact amount of the Masternode Shares to be sold, as well as confirming the offer pursuant to the procedure indicated on the Platform.

7.3. The offer to sell the Masternode Shares filled out and confirmed in your user profile pursuant to the procedure specified on the Platform shall be binding upon you. When and if offer is accepted by other investor the Masternode Shares shall be purchased from you.

7.4. The Masternode Shares that other investors wish to sell are available to you for purchase just as any other Masternode Shares pursuant to the procedure prescribed in Section 6 "Purchasing of Masternode Shares" of these Terms and Conditions of the Platform.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

8.1. We shall provide information about you to the laws and regulations of the European Union.

8.2. You acknowledge and agree that by registration on the Platform you provide Nodexo with express and explicit consent for processing of your personal data in accordance with the provisions and confirms the correctness of its personal data.

8.3. By registration on the Platform, you agree that we shall add your personal data available to Nodexo (information that you have provided upon registration on the Platform, as well as information that has become available to Nodexo) to its customer database. You agree that such data may be transferred to third parties that have directly or indirectly acquired a substantial shareholding in Nodexo, or in which we have acquired direct or indirect shareholding, as well as the personal data operators registered with the European Union Data State Inspectorate operating with the personal data processing systems managed by Nodexo, insofar as the information is necessary for the performance of the functions assigned to them.

8.4. We are entitled to process your personal data available to us, to use the received personal data of you, and we are entitled to use your personal data to establish, amend, perform and/or terminate legal relations with you.

8.5. You agree that we are entitled to perform processing your data (collection, storage, registration, input, transfer, transmission, etc.) as well as to deliver and receive your data and other information to third parties, databases, accounting systems.

8.6. You agree that we are entitled to process your personal data both electronically and manually. You agree that we are entitled to entrust the processing of your personal data to a personal data operator as well as to carry it out in the European Union and European Economic Area.

8.7. We are entitled to disclose your personal data to all businesses and companies outsourced by us, including, but not limited to the debt-collecting companies engaged in debt collection from you as well as to any person which cooperates with Nodexo in the provision for the performance of other cases specified by laws and regulations.

8.8. You have been informed and agree that we may use your personal data, including the residence address, phone number, e-mail address to inform you regarding any news and changes to the services offered by us.

## **9. LIMITING, BLOCKING AND CLOSING OF USER PROFILE**

9.1. We are entitled to without any prior notice restrict your possibilities to use the Platform, block your profile or close and delete your profile if any of the following occurs:

9.1.1. if you have violated the Terms and Conditions of Nodexo Platform;

9.1.2. if you have provided us false or incorrect information;

9.1.3. if you use the Platform for illegal purposes;

9.1.4. if we have suspicions that for purchasing the Masternode Shares you use proceeds of crime, finances terrorism, or that you have been involved in any such activities;

9.1.5. if in accordance with the decisions adopted by us, by law or any other external regulation cooperation with you must be terminated.

9.2. We shall be entitled to block your profile if the password is entered incorrectly 5 (five) times in a row.

9.3. If we have any suspicions that your activities on the Platform and/or your profile are not performed by yourself, we may refuse to accept the actions taken on the Platform and in your profile and/or block your profile. In such a case, we are entitled not to approve any actions taken on the Platform and your user profile and keep your user profile blocked until we have contacted you, and you have confirmed taken actions, and we have verified your identity.

9.4 hereof, we are entitled to close and delete your profile in the following situations:

- 9.4.1. if requested by you yourself;
- 9.4.2. if you have not acquired any Masternode Share for more than 12 (twelve) consecutive months;
- 9.4.3. if the balance of your user profile has reached a negative value;
- 9.4.4. if you are in breach of the Terms and Conditions of Nodexo Platform or have committed other unlawful activities.
- 9.5. In the event of deletion or closing of your user profile, we are entitled not to retain and continue processing the information in possession of Nodexo regarding your user profile, including your personal data.