

8848 INVEST

Terms of Use

Last Revised: 10/21/2019

Introduction

These Terms of Use apply between you, the User of the Website and/or the App and 8848Invest, the Company which is the owner of the Website and the App.

Please read these Terms of Use carefully before using the Website and/or the App. You are required to read and understand these Terms before using any of our Services offered via the Website and/or the App.

If you do not accept these Terms, you may not use the App, the Website or the Services offered by the App and/or the Website. If you cannot understand or are in any doubt about any of the contents of these Terms, you should refrain from using the Website, the App or the Services and obtain respective independent professional advice.

By accessing, browsing and using our Website and/or our App through whatever platform and/or by completing a registration thereon, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below.

Definitions

Account means a digital record of the User's details, such as personal details, phone number and e-mail, which have been recorded by completing the registration process on the Website or the App, which has unique credentials.

App means a mobile application version of the Software, distributed through AppStore and Google Play under the name of Mine Global.

Asset or **Assets** mean any kind of asset, including digital assets, owned by the User.

Asset Management Agreement means an asset management agreement for the management of Assets, concluded between the User and the Company.

Cookies Policy means the policy on how the Company uses cookies, which is available at 8848invest.ch/legal/cookies-policy.

Company or **We, Us, Our** means Mine Global GmbH, a legal entity incorporated and operating under the law of Switzerland, registered address CH 6300, Zug, Baarerstrasse 43, Switzerland, registration No. CH-170.4.015.627-4.

Content means any text, graphics, images, audio, video, data compilations and any other form of information that is available on the Website and/or on the App, which is owned or licensed by the Company.

Personal Data has the meaning according to our Privacy Policy.

Privacy Policy means the policy on privacy and data security of the Company, which is available at 8848invest.ch/legal/privacy-policy.

Services means services that are offered by us through the App and the Website, such as collecting, compiling and providing to the Users information regarding the Assets, such as relevant news, articles and reviews, the User's Assets portfolio information and its historic profitability, but not including any professional advice or consultation with regard to the Assets.

Software means the software owned by the Company, which enables the User to receive the Services and which can be accessed by the User through the Account. Software is available on our Website or as the App.

Terms means these Terms of Use, which are available at 8848invest.ch/legal/terms-of-use.

User or you, your means a natural person accessing or visiting the Website and/or the App and using the Services provided by the Company.

Website means the website 8848invest.ch.

DISCLAIMER

We do our best to provide valuable and reliable services to you. nonetheless, please read carefully and acknowledge the following provisions regarding the limitations of our services.

The information available on the website and/or on the app, including these terms, does not constitute a solicitation for services of any kind, including investment services, as well as offers for taking out contracts of any kind, and is provided merely for the purposes of information.

By using the website and/or the app, you acknowledge and accept that all information available on the website and/or the app, including the information available with your the account, is for information purposes only. no information, including news, reviews, articles or any other data available on the website and/or the app, constitutes professional advice or recommendation in the sphere of investment.

The use of any trading strategy, including any strategy available or referenced on the website and/or the app, does not guarantee any profits. your past performance or that of other users and past portfolio profitability is not a reliable indicator of future results and does not guarantee any profits in the future. similarly, performance forecasts, including available or referenced on the website and/or the app, are not a reliable indicator of future results and do not guarantee any profits in the future.

Only the information provided to you by your personal manager may be considered as a reliable source of information regarding the status of your investment portfolio. we make our best attempt to provide the most up-to-date information via your account, but you should keep in mind that software systems may malfunction and/or the internet connection may fail, thus you shall not hold us liable for any losses and damages incurred by you in connection with the services provided by us under these terms via the website and/or the app.

The website and/or the app may contain links to third-party websites. unless expressly stated otherwise on the website and/or the app, we do not control such websites and assume no responsibility for the content of such websites. thus, we are not liable for any and all forms of loss or damage arising out of the use of them. the inclusion of a link to another website on the website and/or the app does not imply any endorsement of the sites themselves or of those in control of them.

User restrictions

The Company does not operate and does not provide the Services to the citizens and/or tax residents of the following jurisdictions:

- The United States of America;
- The People's Republic of China;
- The territories included in the list of non-cooperative jurisdictions by the Financial Action Task Force (as may be amended from time to time).

The Company may amend the list of User restrictions at any time at its discretion.

License grant

You accept and acknowledge that the Company owns the Software and owns or licenses the Content.

Subject to these Terms, the Company grants you a limited non-exclusive royalty-free revocable license to use the Software and a limited non-exclusive royalty-free revocable license to use the Content.

The above license is granted to you for your own personal use and on the condition of compliance with these Terms.

In particular, you may not:

- rent, lease, sub-license, loan, provide, or otherwise make available, the
- Software or the Content in any form, in whole or in part to any person without
- prior written consent of the Company;
- copy the Software or the Content except as a part of the normal use of the Services in compliance with these Terms or where it is necessary for the
- purpose of back-up or operational security;
- translate, merge, adapt, vary, alter or modify the whole or any part of the Software or incorporate it in any other program, except as a part of the normal use of the Services in compliance with these Terms;
- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things.

We retain all right, title and interest in all of Company's intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. You may not use any of Company's intellectual property for any reason without Company's prior written consent inasmuch as such intellectual property is not licensed by these Terms.

Service access

You can access the following Services via the Website or the App:

- the information about the Company;
- relevant news, market reviews and articles.

When you register an Account, you will have the access to the following Services via the Website or the App:

- additional information with regard to Assets investment, including the investment memorandum, the notice of necessary documents and currency control rules, the Asset Management Agreement template;
- the description of the different types of investment portfolio and trade strategies;
- the demo version displaying the profitability charts of portfolio.

When you register your Account and conclude the Asset Management Agreement in written form, you will have the access to your investment portfolio, including its contents and its past and present profitability. The Company reserves the right to refuse providing the Services to any potential User through the App or the Website without giving a notice or stating a reason, and particularly where there is suspicious activity or potentially fraudulent, illicit, illegal or related activities suspected.

Account registration

In order to register an Account, you have to provide us with your email and/or phone number. We also may ask you to verify your email and phone number.

Your Personal Data provided to us will be processed according to our Privacy Policy.

Account cancellation

We can limit, suspend, or cancel your Account or access to the Services that we provide to you if:

- the information that you provided to us for Account registration is false, is inconsistent with the information provided at the time of registration or later or if you failed to verify it;
- you violate these Terms;
- the Company suspects that you use the Services to engage in, attempt to engage in, or in connection with fraudulent activity, money laundering, terrorist financing or other financial crime or illicit activity;
- the Company is required to do so under any applicable law, regulation or an order issued by an competent authority;
- the Services are being used in a manner which may cause the Services to be interrupted or damaged or such a way that the functionality of the Services is in any way impaired or attempt to bypass or break any security mechanism of the Services;
- there is any attempt any unauthorised access to Accounts or any part or component of the Services or the Website and the App;
there are other circumstances that invoke necessary measures for legal compliance and safety.

Normally, we will give you a notice of any limitation, suspension, or cancellation of the Account but we may, if it is reasonable to do so (for example, if we consider it necessary for security reasons), limit, suspend or cancel the Account without any prior notice.

Our decision to limit, suspend, or cancel the Account may be based on confidential criteria that are essential to the Company's risk management and we are under no obligation to disclose their details.

If we limit or suspend the Account, we will lift the suspension as soon as possible, once the reasons for the suspension or termination no longer exist.

User obligations

While using the Software, the Website and/or the App or any Service, you may not:

- use the above mentioned in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data;
- infringe the Company's intellectual property rights or those of any third party (to the extent that the use of the above mentioned is not licensed by these Terms);
- use the above mentioned to transmit any material that is defamatory, offensive or otherwise objectionable;
- use the above mentioned in a way that could damage, disable, overburden, impair or otherwise compromise our systems or security or interfere with other Users; and
- collect or harvest any information or data in course of use of the above mentioned or attempt to decipher any transmissions to or from the servers running the above mentioned.

You shall:

- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software or any Service and that are in force in the jurisdiction of your residency;
- ensure that you are not subject to restrictions outlined in Section 4 of these Terms;

- ensure that the information you provide us for registering the Account is accurate and correct, and that you verify such information upon our request. If subsequently any part of such information changes, you shall immediately provide corrected information to us;
- promptly provide us, upon our request, any additional information which we may consider necessary for providing the Services.

User warranties

By using the Website, the App or any Service you warrant and confirm that:

- You are at least 18 years of age and fully capable to enter into commercial transactions and may purchase and own respective Assets.
- You are not subject to restrictions outlined in Section 4 of these Terms.
- You are a natural person acting in your own interest and not a representative (an agent, fiduciary, trustee etc.) of any kind of another person, a legal entity or a governmental body. You understand that as a person who registered with your Personal Data you have agreed to be solely liable under these Terms; You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your place of residence before using the Services. You have verified and determined that your use of the Website, the App and the Services does not violate any of such laws or regulations of any jurisdiction that applies to you.
- You are responsible for any regulatory reporting requirements in relation to the Assets.
- You waive the right to participate in any class action lawsuit or any class wide arbitration against the Company, its affiliates, directors, officers, suppliers or employees.
- You have an understanding of the usage and intricacies of blockchain-based assets (for example, virtual currencies), and blockchain-based software systems (if applicable)
- You are not a citizen, a resident (tax or otherwise) of any jurisdiction or country or territory that is subject of countrywide or territory-wide sanctions.

You warrant to the Company that each of your warranties set in these Terms are true, accurate, not misleading as at the date hereof and each of your warranties:

- is a separate warranty and shall in no way be limited or restricted by inference from the Terms of any other warranty or by any other words in these Terms;
- continue and remain in force irrespective of whether your Account is active, suspended or closed;
- and be deemed to be material.

You acknowledge and agree that the Company may terminate the Terms immediately or limit your access to the Account or cancel it altogether if any of the User's warranties set forth herein appear to be false or misleading.

Limitation of liability

The Website, the App, the Software and all related Services are provided "as is" and "under development". The Company does not provide any warranties with regard to the above, including, but not limited to title, merchantability or fitness for a particular purpose.

Although the information available in the User's Account is updated in real time and the Company makes all efforts to ensure a smooth and uninterrupted experience for the Users, the Company does not guarantee technically smooth and uninterrupted access to the Website, the App and the Software, nor can it guarantee that use of the above will not lead to technical problems elsewhere.

The User uses the Website, the App, the Software and the Services at his/her own risk. Provided that the Company acts in good faith, it may not be held liable for direct or indirect loss or damage incurred by the User or by third parties as a result of contacts or transactions made via the internet. In particular, it shall not be held liable for the accuracy, timeliness or completeness of the data, information and content shown or transmitted via the Website or the App.

The User acknowledges and agrees that the maximum aggregate liability of the Company relating to any claim the Users may have arising from any cause in connection with the Website, the App, the Software or the Services (including, but not limited to, the information provided, its effectiveness, preciseness or quality) shall be limited to 100 (one hundred) Swiss francs.

The Users acknowledge and agree on the following:

- Any loss or damage that the User may incur, including as a result of any reliance placed by you on the accuracy, completeness or suitability of the Content or Services, shall be fully born by the User.
- Any loss or damage arising out of any temporary interruption or permanent cessation in the provision of the Content or Services or of that of the Software may not be attributed to the Company.
- Any loss or damage to the User or third parties arising out of possible contamination of the hardware by computer viruses may not be attributed to the Company.
- The Company is not liable for any direct or indirect, punitive or exemplary damages arising out of or in connection with the use of the Website and/or the Software (including without limitation for loss of or damage to business, revenues, goodwill or data) even if the Company could have foreseen the possibility of such damages.
- The Company may not be held liable for your exposure to harmful, defamatory, obscene or otherwise unlawful content as a result of the User's use of the Content and the Services.

Indemnification

The Users shall indemnify and hold harmless the Company and its each respective directors, officers, employees and affiliates, from and against any claim, damages, loss, liability, cost and/or expense (including, but not limited to, reasonable attorneys' fees and costs, before and at any trial or other proceeding, at all tribunal levels, and whether or not any suit is instituted) that directly or indirectly arise from or are caused by

- any use by the Users of the Website, the App, the Software or the Services;
- any breach or violation by the Users of any term or provision of these Terms or any other agreement the Users have made in connection with the Services; and/or
- any messages, information, or materials uploaded, posted, published, or transmitted by the Users in connection with the Website, the App, the Software and the Services.

Updates of the Software and the Services

From time to time we may automatically update the Software, the App and the Website and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. If the User does not install such updates or opts out of automatic updates, the User may not be able to continue using the Software and the Services.

Updates of these Terms

The Company reserves the right to update these Terms at any time with immediate effect by publishing the updated Terms on the Website and the App. All such changes will take effect once they have been posted on the Website and/or the App and the User will be deemed to have accepted any such changes by using the App, the Website or the Services from such time, or, where possible, giving notice to the User by email to the User's last known email address, such notice to be effective immediately.

Force majeure

Neither the User nor the Company (including its affiliates, directors, employees, agents, contractors and service providers) shall be held liable towards the other party for any failure to perform any obligation, if such failure is caused by circumstances beyond the reasonable control of the party failing to fulfil its obligations. This includes lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, acts of government or other competent authorities (including telecommunications and internet service providers).

Governing law and dispute resolution

These Terms shall be governed by and interpreted in accordance with the material law of Switzerland.

If a dispute arises between the User and the Company, the User is strongly encouraged to first contact the Company directly to seek a resolution. Failing that, the Swiss court at the place of seat of the Company shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms, or use of the Services, the App or the Website.

Waiver

The failure of the Company to require or enforce strict performance by the User of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in future. An express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Company shall be neither considered as an amendment of these Terms nor be legally binding.

Severability

The User and the Company agree that if any provision of the Terms is found to be invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions of the Terms shall continue in full force and effect as if the provision in question had been deleted.

Entire agreement

The Terms, as may be amended from time to time, constitute the whole agreement between the User and the Company with respect to the App, the Website, the Software and the Services and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

The Terms create a legally binding agreement between the User and the Company only. Accordingly, unless expressly stated to be the case, these Terms do not create rights in favor of any third party.

Notification

For all purposes of these Terms, any notice addressed to the Company shall be sent to the following address:

CH 6300, Zug, Baarerstrasse 43, Switzerland

Any notice addressed to the User shall be sent to the User's registered email provided by the User during his/her Account registration.

Disclosure of information

The Company may share or disclose the User's Personal Data to law enforcement, data protection authorities, government officials, authorized financial institutions and other competent authorities when it is:

- required by law;
- ordered by a court, or a similar governmental body; reasonably believed by the Company that disclosure is necessary to prevent physical harm or financial loss;
- necessary to report suspected illegal activity and disclosure is justified respectively; or
Necessary to investigate violations of our Terms, Privacy Policy and other operating policies and regulations.

We will disclose all the relevant information to the above-stated authorities, including personal names, emails, IP address, search history, etc. Any circumstances identified in the User's transactions that are unusual or suspicious or there are characteristics, which point to money laundering, terrorist financing, or an attempt of the same, we shall disclose such behavior of Users to the competent authorities.

The detailed information on how the Company processes the User's Personal Data is provided in the Company's Privacy Policy.