



GENERAL TERMS OF SERVICE

Last updated: January 25, 2019

This document acts as an agreed upon Terms of Service ("Terms", "Terms of Service") between you ("Purchaser", "User", "you") and Platio ("Platio", "Company"). You accept these Terms when you use Platio services or any other features, technologies or functionalities offered by Platio on website at Platio.io ("Website") or through any other means (collectively, "Services"). The terms "us", "we" or "our" refer to Platio too.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. We will provide notice of any amendment to these Terms by posting any revised terms to the Website and updating the "Last updated" field above accordingly or by any other method we deem appropriate. We are not obligated to provide notice in any other method beyond these. Any change to these Terms will be effective immediately upon such notice and apply to any ongoing or subsequent use of the Website or Services.

This document stipulates general conditions for use of website Platio.io.

These Terms of Service contain important provisions, which the User must consider carefully when choosing whether to visit the Website and use the services, products and content of Platio. Please read these Terms of Service carefully before agreeing to them. The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of any and all services, products and content of Platio. These Terms of Service incorporate Privacy Policy as well as any other policies published on the Website by reference, so by accepting these Terms of Service, the User agrees with and accepts all the policies published on the Website.

IF THE USER DOES NOT ACCEPT THESE TERMS OF USE, THE USER SHALL NOT ACCESS THIS SITE AND SHALL NOT USE ANY OF PLATIO'S SERVICES, PRODUCTS AND CONTENT.

General

These Terms shall be governed by and construed in accordance with the laws of the England and Wales. The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative

proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of the Company, but the Company may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Services. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by the Company with respect to such use.

Unless otherwise specified herein, these Terms of Service constitutes the entire agreement between the user and the Company with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

1. Qualifications of User in Order to Use the Website

The User represents and warrants that you are at least eighteen (18) years of age, are legally entitled to use the internet and services like those provided by Platio (according to the laws of England and Wales and any relevant jurisdiction in which you reside), and have not had your right to use our service previously suspended or revoked by us.

2. Illegal and Prohibited Use

You represent and warrant that you will not use the Website or Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. You represent and warrant that you will not use our Website or Services to assist any other party in such illegal activity.

You represent and warrant that you will not in any way use the Website or Services to: distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the Website's or the Platforms underlying code or technical mechanisms; cause damage to the Website or Platio through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the Website. You also agree not to transfer access to your Account (as defined below) or any other rights granted to you by these Terms.

User agrees not perform the following **RESTRICTED ACTIVITIES**:

- Open multiple Accounts.
- Use the services offered by the Company in jurisdictions, where it is prohibited by law.
- Reverse deposits made by a credit card or a bank, or with any other payment system.
- The User shall be solely responsible for the possible taxation of transactions and the ability to use the Services of the Company depending on the country of tax residence of the User.

PROHIBITION ON U.S. USERS

Due to legal and regulatory uncertainty in the United States of America, U.S. persons, and/or citizens and green card holders of, and persons residing in, the United States of America are prohibited from using Platio. Persons from the United States of America that using Platio by providing false or inaccurate information about their citizenship, residency and/or nationality will be in breach of these Terms of Service and are required to indemnify Platio, its representatives, affiliates, employees and service providers in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms of Service.

3. Registration and Account

The use of our Services requires you to create an account with Platio ("Account"). You warrant and represent that all information provided when creating such an Account is current, complete, and accurate. You agree to promptly notify Platio of any changes to any information that would cause the information provided upon your Account's creation to no longer be current, complete or accurate. You also warrant and represent that you understand that Account may be registered incompletely until you confirm your email address in a manner deemed suitable by us.

Platio may request you to provide additional information such as proof of your identity, physical address and source of funds at any time to use our Services. If you refuse to provide such information or it will be determined that you may not use our Services for any reason, you will be denied Services. Scope of information to be requested from each user may differ.

You agree that you exclusively will access and use your Account, and may not transfer the right of its use or disclose any log-in credentials to a third party without our written consent. You agree to take full responsibility for any activity that occurs through the use of your account, and cannot transfer this obligation to any third party. You agree to notify Platio in the event that you discover or suspect any security breaches or vulnerabilities related to the Website or Services.

Depositing of funds in account is effected without any confirmations from Platio, except for displaying of updated deposit balance in Account at website. Platio has the right to enter into agreement with any of Purchasers on special conditions (including commercial conditions) which may be different from those stipulated by this Terms.

4. Damages Caused by Vulnerabilities Inherent in the Internet or in Blockchain

Use of the Internet may not be secure. You agree that Platio is not responsible whatsoever for any damages caused by the interception, loss or alteration to any information sent over the Internet. While Platio will take reasonable steps to ensure the security and privacy of any information transmitted during your use of our Services, in no event will any such information be considered “confidential” or will its disclosure to a third party, accidental or otherwise, cause liability against Platio, even if it occurs as a result of our negligence.

Platio takes every reasonable precaution to prevent and mitigate attacks. However, these problems still may occur from time to time for reasons that are out of our control. If Platio believes its Website has been compromised or is under attack, Platio reserves the right to immediately stop all Services provided through the Website. Platio makes no representation and does not warrant the safety of the Website and is not liable for any lost value or stolen property, regardless of whether Platio was negligent in providing appropriate security.

5. Platio Does Not Provide Legal, Financial or Other Professional Advice

In no way should our providing of Services be considered legal, financial or any other kind of specialized or expert advice on which the User might detrimentally depend, causing liability against Platio. In using the Website, you represent and warrant that you have sought any legal, financial or otherwise specialized advice from an expert qualified

to provide such counsel, or else you have the sufficient knowledge and sophistication to evaluate the risks and merits associated with Blockchain and to competently use our Services. We give no warranty regarding the suitability of our Services and assume no fiduciary duties to you.

You represent and warrant that you understand that any recommendations or commentary made by Platio or its employees or other users should be considered generalized in nature, and you

should use your own judgment or seek the advice of an expert before taking any action regardless of such statement. We give no assurance as to the accuracy or completeness of any such statement.

6. License

We grant you a limited, nonexclusive, nontransferable, revocable license (“License”) to access and use our Website and Services. This License is subject to these Terms. Any other use of the Services not expressly permitted by these Terms is prohibited. All other rights are expressly reserved by Platio and our licensors, including that to any content or functionality as presented on the Website or Services. “Platio”, “Platio.io”, all logos related to Services or displayed on the Website are trademarks or registered marks of Platio or its affiliates. You will not redistribute, claim ownership, license, deconstruct, reverse engineer, alter, incorporate into any other works or websites, or otherwise exploit any such content or functionality without prior express written consent of Platio.

7. Termination

We may terminate or suspend your License to our Services without prior notice or liability for any reason whatsoever, including (but not limited to) if you breach the Terms. Nothing in these terms or in any other communication or action by Platio or our employees, agents or representatives should be taken as a waiver of any legal remedies available for any event causing termination.

All provisions of the Terms which by their nature should survive termination shall survive termination, including (but not limited to) ownership provisions, disclaimers or limitations of obligations or liability, and indemnity.

8. Copyright of Communications in Connection with Our Services

You agree that any materials, information or communications transmitted between the User and Platio in any form and by any means are non-confidential and will become the sole, exclusive property of Platio. Platio will own all intellectual property rights to such communications or materials, and can use or disseminate them in a completely

unrestricted fashion for any legal purpose, commercial or otherwise, without notifying or compensating you. You hereby waive any right to litigation or recovery for perceived damages caused by the use of this information as is permissible by law.

9. Indemnification

You agree to indemnify, exculpate and hold Platio, its representatives, affiliates, employees and service providers harmless from any claim or demand permissible by law arising out of or related to the use of the Services, including but not limited to any breach by you of these Terms or violation of any law, rule, or rights of a third party. You agree to pay for any legal fees or other costs that incurred by Platio or any other indemnified parties as a result of your actions.

11. Disclaimer of Warrants and Guarantees

Platio does not guarantee any level of performance or the continued, uninterrupted availability of our Services. We do not guarantee the accuracy of any information provided on the Website. We hereby disclaim all warrants and guarantees that not expressly made in these Terms.

11. Applicable Law and Venue

The validity, interpretation, construction and performance of these Terms, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of England and Wales, without giving effect to principles of conflicts of law.

Terms of Service and Privacy Policy are a single set of rules which regulate the relationships between Purchaser and Platio. You cannot accept it the partially, this set of rules should be accepted in full. Should any conflict between Terms of Service and Privacy Policy, Terms of Service shall prevail.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Products and the Company will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Products.

12. Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights,

trademarks, trade names, logos, trade secrets or patents, you and Platio (i) waive your and Platio's respective rights to have any and all Disputes arising from or related to this Agreement resolved in a county court, and (ii) waive your and Platio's respective rights to a jury trial. Instead, you and Platio will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

Company is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing user support at support@platio.io. If such efforts prove unsuccessful, the parties hereto agree that such dispute arising out of or in connection with the present Terms of Service may be finally settled under the provisions of applicable arbitration law. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

13. No Class Arbitration, Class Action or Representative Actions

Any Dispute arising out of or related to these Terms is personal to you and the Platio and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

14. Arbitration Procedure

If allowed under the applicable law, any dispute between the Parties arising out of or relating to this Agreement will be exclusively referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules (as amended from time to time), which are deemed to be incorporated by reference into this clause 14. The number of arbitrators appointed by the LCIA shall be one (1). The place of arbitration shall be London, England and the language of proceedings shall be English. Otherwise, the jurisdiction for arbitration shall be determined according the applicable law.

15. Survival and Severability

Any portion of these Terms that reasonably should survive the termination of your License or any other agreement is hereby agreed to do so. If any provision of these Terms is deemed illegal, invalid or otherwise invalid for any reason, then that provision will be severed and the rest of these Terms will remain intact and enforceable.

16. Integration

Our failure to exercise or enforce any rights or provisions of these Terms does not constitute a waiver of those rights or provisions. These Terms represent the entire and complete agreement between the User and Platio, including any future modification of these Terms, superseding any prior agreements or communications between you and us. Any ambiguities in these Terms shall be construed in the light most favorable to Platio.

17. Act of God

Platio' performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargos, terrorism, power or equipment failure, industrial or labor disputes or controversies, acts of any third party, or blockchain failures.

18. Contact Us

If you have any questions about these Terms, please contact us at support@platio.io.