

## Terms and Conditions

The following terms and conditions (hereinafter “**Agreement**” or “**Terms and Conditions**”) apply to your access to and use of website [www.gn.org](http://www.gn.org), including any content, functionality and services offered on or through [gn.org](http://gn.org), such as [account.gn.org](http://account.gn.org), [play.gn.org](http://play.gn.org), [store.gn.org](http://store.gn.org), [gshare.gn.org](http://gshare.gn.org) and [dogood.gn.org](http://dogood.gn.org) (together, the “**Platform**”) operated by Digital Future Foundation, 777 United Nations Plaza, New York, NY 10017, USA (The “**Company**”). Each of services and utilities offered on [account.gn.org](http://account.gn.org), [play.gn.org](http://play.gn.org), [store.gn.org](http://store.gn.org), [gshare.gn.org](http://gshare.gn.org) and [dogood.gn.org](http://dogood.gn.org) shall be referred to as the “**Platform Service**” or “**Platform Services**”.

The Agreement applies to the Platform and to all Platform Services. Nevertheless, each Platform Service may have its own Terms and Conditions and/or End User License Agreements (the “**Additional Agreements**”) and in case of discrepancy between the Agreement and the Additional Agreements, the provisions of the Additional Agreements shall prevail.

### 1. General use

By registering your Platform Account, you agree to comply with and be legally bound by this Agreement. If you do not agree to any of the terms set forth in this Agreement, or any subsequent modification to the Agreement, you may not access or use any of the Platform Services and must cancel your Platform Account, free of charge, in the manner set forth below. We may amend or modify this Agreement by posting on the Platform or emailing to you the revised Agreement. Any revised Agreement shall be effective immediately upon your express approval, or one month after the date of posting except where the changes and modifications are required by law or on the instruction of a competent governmental agency. By continuing to access or use the Platform once the revised Agreement is effective, you agree to be bound by the Agreement. We may (a) modify or discontinue the Platform, all or in whole or partially, and (b) suspend or terminate your access to the Platform, at any time, and from time to time, without notice to you in certain, limited circumstances described herein. You agree that we shall not be liable to you or any third party for any modification or termination of the Platform, or suspension or termination of your access to the Platform, except to the extent otherwise expressly set forth herein. There are no age limitations for use of the Platform. Nevertheless, being that registration on the Platform provides you with the possibility to use different services, age limitations for specific services may apply. Therefore, you should carefully read Terms of Use and/or EULA’s for each service you decide to use, inside or outside the Platform.

## **1. Platform Account**

In order to use the Platform and the services provided therein, you must first set up your Platform Account on [www.account.gn.or](http://www.account.gn.or) by providing your e-mail address, username (nickname) and password, and confirming your acceptance of this Agreement. Upon successful completion of the registration process, your Platform Account is established. We may, in our sole discretion, refuse to allow you to establish a Platform Account, or limit the number of Platform Accounts that you may establish and maintain, at any time.

## **2. GN GOLD**

During your usage of the Platform, you will encounter GN GOLD (the “**Gold**”). The Gold represents a virtual currency that serves as a loyalty point, which allows users of the Platform to access various services provided inside and outside the Platform, as well as to use it for purchase of different software products inside and outside the Platform.

The Gold does not circulate on any currency exchange; it cannot be purchased, but earned through participation in various activities offered to users of the Platform.

How to earn the Gold?

The users can earn Gold in the following manner:

- By registering on the Platform. The user will receive Gold in the amount determined by the Company, under its sole discretion.
- By inviting friends to register on the Platform. In case that user invites his friend/friends to register on the Platform, he will receive Gold. The users will be able to send invitations to friends by entering their e-mail address in the specific tool on the Platform.
- By watching the videos presented on the Platform. Each user will be able to watch various short video material on the Platform. In case he wishes to view the video in whole, the user will earn a certain amount of Gold, which amount will depend on the duration of the specific video material. In case that the user does not wish to watch the video, he can skip it by pressing the appropriate icon that will appear. In this case, the user will not earn Gold.

- By participating in skill-based games tournaments that shall be organized inside and outside the Platform. All users will have the possibility to enter into these tournaments (with or without entrance fee), and the tournament winner will receive the prize in Gold. The prize value is not fixed, but it varies from game to game.
- By using GShare service, i.e. by installing and using the Company's mining software on his PC and using this software for some period of time (doing "mining").

How can Gold be used?

The users can use the Gold inside and outside the Platform, under the conditions set forth in this Agreement.

Inside the Platform, the Gold is used on Platform Services, pursuant to the specific terms of use for each Platform Service. Gold can be used as entrance fee for skill-based games tournaments, as well as for purchase of software products that are offered on the Platform. Additionally, you can donate Gold to a different humanitarian projects that established by other community members.

Outside the Platform, Gold can be used only on internet platforms previously approved by the Company. The users can use Gold on these platforms for participation in skill-based games tournaments and for purchase of software products.

The usage of the Gold outside the platforms mentioned in this article is not possible.

### **3. General Use, Prohibited Use, and Termination.**

#### General Use

Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Platform, and the content, materials, information and functionality available in connection therewith (collectively, the "Content") solely for the performance of the Platform Services, or other approved purposes as permitted by Platform from time to time. Any other use of the Platform is expressly prohibited. All other rights in the Platform and its content are reserved by us. We reserve all rights in the Platform and its content and you agree that this Agreement does not grant you any rights in or licenses to the Platform or the content, except for this express, limited license. You will not otherwise copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any of the content or any other part of the Platform or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without

limiting the foregoing, you will not frame or display the Platform or its content (or any portion thereof) as part of any other web site or any other work of authorship without our prior written permission. If you violate any portion of this Agreement, your permission to access and use the Platform may be terminated pursuant to this Agreement. In addition, we reserve the right to all remedies available at law and in equity for any such violation. All logos related to the Platform or displayed on the Platform are either trade names or trademarks of Platform or its licensors. You may not copy, imitate or use them without Platform's prior written consent.

**Website Accuracy.** Although we intend to provide accurate and timely information on the Platform (including, without limitation, its Content), it may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Platform Site are your sole responsibility and we shall have no liability for such decisions.

**Third-Party Materials.** From time to time, the Platform may contain references or links to third-party materials (including without limitation websites) and third-party applications which are not controlled by us. Such information, links and third-party applications are provided as a convenience to you. Such links should not be considered endorsements and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party's sites accessible or linked to the Platform Site, including without limitation content, property, goods or services available on the linked sites or services.

**Third-Party Applications.** If, to the extent permitted by Platform from time to time, you grant express permission to a third party to access or connect to your Platform Account, either through the third party's product or service or through the Platform Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party using your Platform Account credentials. Further, you acknowledge and agree that you will not hold Platform responsible for, and will indemnify Platform from, any liability arising out of or related to any act or omission of any third party using your Platform Account credentials. You may change or remove permissions granted by you to third parties with respect to your Platform Account at any time through the Account Settings (Integrations) page on the Platform Site.

**Suspension, Termination, and Cancellation.** Platform may: (a) suspend, restrict, or terminate your access to the Platform, and/or (b) deactivate or cancel your Platform Account if: We are so required by a facially valid subpoena, court order, or binding order of a government authority; or

We reasonably suspect you of using your Platform Account in connection with Prohibited Business or Prohibited Use; or Use of your Platform Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; or Our service partners are unable to support your use; or You take any action that Platform deems as circumventing Platform's controls, including, but not limited to, opening multiple Platform Accounts or abusing promotions which Platform may offer from time to time. You may cancel your Platform Account free of charge at any time by sending an email to [•]. In the event that a technical problem causes system outage or Platform Account errors, Platform may temporarily suspend access to your Platform Account until the problem is resolved.

#### **4. Our Relationship with You.**

**Relationship of the Parties.** Platform is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Platform to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Platform to be treated as the agent of the other.

**Service Providers.** From time to time, Platform may engage third parties to assist Platform in providing certain aspects of the Platform Services (each, a "Service Provider").

**Your Privacy.** Protecting your privacy is very important to Platform. Please review our Privacy Policy, which is hereby incorporated by reference into this Agreement, in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**Password Security and Keeping Your Contact Information Current.** You are responsible for maintaining adequate security and control of passwords, or any other codes that you use to access the Platform. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorised access to your Platform Account by third parties. We assume no responsibility for any loss that you may sustain due to compromise of your sensitive information or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Platform Account information has been compromised, contact Platform Support immediately at [•].

By using the Platform Services, you agree that Platform may provide you with any notices or other communications about your Platform Account and the Platform Service electronically via email (in each case to the address that you provide) or by posting to the Platform website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. If you do not wish to receive notices or other communications electronically, we will be unable to support your Platform Account and your Platform Account will be cancelled.

We prefer receiving notices to Platform electronically through our support system at [•]. Paper notifications can also be sent to 176 Joo Chiat Road, #02-02, Singapore 427447.

## **5. Customer Feedback, Queries, and Complaint**

If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at gn.org.

. When you contact us please provide us with your name, address, and any other information we may need to identify you, your Platform Account, and the transaction on which you have feedback, questions, or complaints.

## **6. General Provisions.**

(A) IN NO EVENT SHALL Platform, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE Platform, THE Platform SERVICES, PLATFORM OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). (B) FOR CONSUMERS ONLY: WHERE APPLICABLE CONSUMER PROTECTION LAW LIMITS THE EFFECTIVENESS OF SECTION (A) WITH RESPECT TO CONSUMERS, SECTION (A) ONLY APPLIES TO THE MAXIMUM EXTENT AS PERMITTED BY LAW.

We shall not bear any liability, whatsoever, for any damage or interruptions of any relevant hardware and/or software caused by any improper use of your personal computer, computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any fishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that e-mail services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Platform. Always log into your Platform Account through the Platform Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

(A) THE Platform SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. Platform SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Platform DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE Platform SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE. OPERATION OF THE Platform MAY BE INTER-

FERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. FURTHER, Platform MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE Platform SERVICES OR ANY MATERIALS CONTAINED THEREIN. (B) FOR CONSUMERS ONLY: WHERE APPLICABLE CONSUMER PROTECTION LAW LIMITS THE EFFECTIVENESS OF SECTION (A) WITH RESPECT TO CONSUMERS, SECTION (A) ONLY APPLIES TO THE MAXIMUM EXTENT AS PERMITTED BY LAW.

You agree to indemnify and hold the Company, its affiliates and Service Providers, and each of its respective officers, directors, agents, joint ventures, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) your breach of this Agreement, (ii) your use of Platform, or (iii) your violation of any law, rule or regulation, or the rights of any third party.

This Agreement sets forth the entire understanding and agreement between you and Platform as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Platform.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Platform without restriction, including without limitation to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Platform. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

In the event that Platform is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Platform Account cancellation, debts owed to Platform, general use of the Platform, disputes with Platform, and general provisions, shall survive the termination or expiration of this Agreement.

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

You expressly agree that any claim or dispute arising from your use of the Platform and Platform Service will be governed by the laws of USA without regard to the conflict of law provisions thereof. You further agree that any such claims or disputes shall be resolved in USA courts, and you agree to be subject to the personal jurisdiction in, and the exclusive venue of, such courts and waive any objection to such jurisdiction and venue for the purpose of litigating any such claim or dispute.