

**USER AGREEMENT
(TERMS OF USE)**
(version is valid from 27.05.2024)

Management of the platform located at the address on the Internet: <https://scope360.io/> (hereinafter – the Platform / Website) and provision of services listed on the Platform (hereinafter – Services) is exercised by the company Scope360 OÜ registered under the law of Estonia, (hereinafter – the Contractor).

When ordering/consuming services placed on the Platform the user agrees with the terms of provision of these Services provided for in this Agreement. In case of disagreement with the terms of this agreement, the user is obliged to stop using the Platform and leave it immediately; in case the user continues using Services, the latter bears all risks, responsibility for understanding and compliance with any legislation, rules of its jurisdiction which may be applied thereto and agrees with the terms and rules provided for below.

• **PREAMBLE**

• This Agreement is considered to be concluded (becomes effective) in electronic form from the moment of unconditional and full acceptance (consent, Acceptance) of the conditions of this Agreement by the User, as evidenced by filling-in by the Customer and submission to the Contractor of the relevant electronic message form about consent to the Agreement (Acceptance) and/or usage of the Platform without filing-in and submission of the relevant electronic form.

• By acceptance of this Agreement, the Customer thereby confirms the following:

- when ordering the Services, provides full, correct and up-to-date information;
- is of legal age and has full legal capacity;
- got fully acquainted with the terms of this Agreement, does not have any reservations or objections regarding terms of the Agreement and undertakes to duly fulfil obligations provided for in this Agreement.

• bears all risks, responsibility for understanding and compliance with any legislation, rules of its jurisdiction which may be applied thereto.

• This Agreement to be concluded without signing of written copies by the Parties.

• This Agreement concluded in compliance with the abovementioned conditions is considered to be equivalent as for the legal consequences to the agreement concluded in writing.

• When importing the data on the Platform, visiting the Platform, launching the Mobile Application, or consuming any other Services, the user confirms consent to this Agreement.

• **MAIN DEFINITIONS**

• **Agreement** – a document that governs the relationship between Platform and/or Mobile Application Users, Customers, Visitors, and Contractor within the process of provision of information and consulting services, published on the Platform on the Internet. This Agreement is a public offer agreement and accession agreement.

• **Acceptance** – full unconditional acceptance of all the terms of the Agreement by the Platform and/or Mobile Application User, Customer, or Visitor without any exceptions and/or reservations, which is equivalent to concluding a bilateral written agreement.

• **Website / Platform** – a website owned by the Contractor and has an address on the Internet: <https://scope360.io/>, via which the User may purchase and receive desired services.

• **Mobile Application** – a software designed for operation on smartphones, tablets and other mobile devices via which the User may purchase and receive desired services.

- **Visitor** – a person who visits the Platform / Mobile Application without the aim of receiving services of the Contractor.
- **User** – a person who has access to the Platform / Mobile Application and uses it via the Internet, accepts the terms of this Agreement, and intends to make an Order for the Services.
- **Customer** – a User who has accepted this Agreement, made an Order on Website and is a recipient (customer) of the Services hereunder.
- **Contractor** – legal entity / individual entrepreneur and / or authorized persons who exercise control over the Website, offer and provide Services, list and content of which are placed on the Website, to an unlimited amount of people (Users).
- **Services** – systematization (organizing) of data, provided by the Customer via Application Programming Interface (API), regarding the purchase and sale (exchange) of virtual assets that have been performed by the Customer on the virtual assets exchange services (cryptocurrency exchange), as well as provision of the Customer with systematized data sets and display thereof in the Customer's Personal account, or other services listed on the Website.
- **Systematized data sets** – an aggregate of data formed according to specified criteria via processing and systematization of the data provided by the Customer.
- **Data** – information transferred by the Customer via Application Programming Interface (API) regarding the purchase and sale (exchange) of virtual assets that have been performed by the Customer on the virtual assets exchange services (cryptocurrency exchange).
- **Order** – duly formed request of the Buyer to buy Services chosen on the Website.
- **Account / Personal Account** – an account on the Platform / Mobile Application, access whereto is exercised via personal access identifiers, namely login and password.
- In this Agreement, other definitions not specified in the section 'Main Definitions' might be used; in such a case definition of terminology used in the Agreement is made according to the text thereof. If there is no unambiguous definition of the terminology in the text of the Agreement, ones should follow the definitions of the terms: primarily – from materials placed on the Platform, secondarily – definitions of the terms formulated on the Internet.

• **SCOPE OF AGREEMENT**

- This Agreement and information regarding Services presented on the Website is a public offer and accession agreement.
- The Scope of this Agreement is paid provision of the access to the Personal Account, the Services specified according to chosen package, systematization of Data and provision of Systemized Data Sets to the Customer.
- The Contractor undertakes to provide Services as an access to the Customer's Personal Account, systematization of data provided by the Customer via Application Programming Interface (API) according to criteria specified according to Service package chosen on the Platform / Mobile Application, as well as provision of the Customer with Systematized Data Sets and display thereof in the Customer's Personal account, based on the terms and procedure specified in this Agreement.
- The Contractor at their discretion specifies and places on the Platform / Mobile Application different variations of Service packages that can differ by scope, content, term and cost.
- Procedure for the provision of Services, as well as the cost thereof and other material terms, are specified by this Agreement and information published on the Website.

• **TERM AND PROCEDURE OF THE SERVICES PROVISION**

- For full Services provision, the Customer has to exercise Data synchronization with the Platform / Mobile Application via Application Programming Interface (API) according to procedure (instruction) placed on the Platform / Mobile Application.
- The Customer may have only one Personal Account on the Platform / Mobile Application. The Customer cannot create more than one Personal Account on the Platform / Mobile Application without the Contractor's consent.
- The Services under this Agreement are provided by the Contractor remotely through Internet via display of the Systemized Data Sets in the Customer's Personal Account.
- Term and details of the Services provision thereunder are determined by specifics and peculiarity of the Service package chosen and paid by the Customer. This information might be placed on the Platform by the Contractor.
- The Services provision thereunder starts from the moment of payment for the Services by the Customer.
- Purchase of the Contractor's Services by the Customer ensures that the latter receives the Services 24/7, twenty-four hours a day seven days a week.
- The access to the Services is granted for the Customer under the condition of 100% advanced payment according to the procedure and manner specified in this Agreement, on the Website or communicated to the Customer in another way.
- The Contractor reserves the right to annul the provision of access to the Services and / or access to the Personal Account if the Customer violates the rules of this Agreement; meanwhile, the Contractor is not obliged to return the payment. Mentioned violations include, but are not limited to, publication of the information prohibited by this Agreement, including international conflicts incitement, obscene expressions or insult of other Customers or Contractor in another way in the social media, on the Internet or otherwise by the Customer within the provision of Services. The Contractor is entitled to change criteria for annulment of the access to the Services and / or Personal Account at any time.
- The Customer does not have the right to create Personal Account if their Personal Account was previously annulled by the Contractor.
- Services provided under this Agreement are available to Customers, natural or legal persons, that claim and warrant the following:
 - The Customer has reached 18 years old or the age that allows concluding agreements under the applicable law;
 - The Customer has the legal opportunity to conclude a legally binding agreement and use the Platform / Mobile Application, and consuming Services is not prohibited for the Customer under the applicable law or any other laws that might be applied;
 - The Customer was not previously restricted in consuming Services, or the Consumer is not prohibited from consuming thereof;
 - The Customer does not have an Account at the moment of registration;
 - The Customer will not communicate with the Contractor's personnel or contractors in harmful, hateful, intimidating, threatening, racially or ethnically offensive, or other unacceptable forms;
 - The Customer will not translate, reconstruct, decompile, disassemble, change or create derivative works based on the Platform / Mobile Application full or in part;
 - The Customer will not bypass, disable, break or intervene otherwise in any function related to the security of the Platform / Mobile Application;
 - The Customer will not use the Personal Account for commercial purposes via sublicensing of any rights granted by this Agreement;
 - The Customer – legal entity – is established appropriately and operates under the current legislation of the jurisdiction of their establishment;

- The Customer's officials are duly authorized by this legal entity to act on their behalf.

- **PERSONAL ACCOUNT**

- The Customer applies to the creation of the Personal Account before consuming Services. The Contractor, at their discretion, might reject the creation of the Customer's Account.

- Applying to the creation of the Personal Account, the Customer provides complete and accurate information and agrees to update any information timely to ensure integrity and accuracy of information.

- The Customer may have only one Personal Account. Registering a Personal Account on the Platform / Mobile Application, the Customer guarantees that all information provided is accurate, valid, up-to-date and complete. The Contractor, at their discretion, may request additional information and/or information provided earlier at any time. Non-compliance with these requirements might result in temporary or permanent termination of the Services provision and/or annulment of the Personal Account.

- It is prohibited for the Customer to create Personal Account on behalf of another natural or legal person if the latter is not authorized for this procedure according to law.

- The Customer is solely responsible for the maintenance of their Personal Account security. The Customer is solely responsible for disclosing their login, password, keys or other access data to third parties.

- The Contractor is entitled to suspend the Personal Account and / or annul the Personal Account without notification or explanation of reasons in case of any violation of this Agreement.

- **RIGHTS AND OBLIGATIONS OF THE PARTIES**

- **The Contractor undertakes to:**

- provide Services to the Customer paid by the latter under this Agreement and terms of the chosen Service package;

- inform the User about the status of the execution of the application for the reception of Services and the fact of successful payment;

- send to the Customer's electronic mail login and password to the Personal Account and provide access to the Customer's Personal Account.

- within the procedure of execution of the Agreement and term of provision of Services to the Customer to provide the Customer with access to the Customer's Personal Account. Access to the Platform is to be ensured by the Contractor after the full payment of Services according to the procedure provided for in this Agreement;

- keep in secret any personal and / or confidential information received from the Customer during the provision of Services under this Agreement according to the Privacy and Personal Data Protection Policy placed on the Platform;

- comply with the requirements of confidentiality, including those regarding processing, transfer and protection of personal data of the users and customers.

- **The Contractor is entitled to:**

- make changes and / or additions to the terms of the Agreement unilaterally without any special notification of the User regarding making such changes or additions;

- process personal data during the conclusion and execution of this Agreement as well as enter them into own personal database;

- reject the registration application from any User in case of violation of the Agreement terms by this User, according to the procedure of registration as well;

- change technical characteristics and parameters of software-hardware facilities used for Services provision, including temporary suspension of the Services provision;

- change the content of the Platform's Personal Account, a form of feedback and other consultations unilaterally, as well as change and add content of the Customer's information;
- involve third parties to fulfill the obligations under this Agreement;
- receive remuneration for the provision of Services according to the terms of this Agreement;
- delete information placed on the Website at their discretion and take measures to terminate/suspend access to the Personal Account of the Customer who violates the rules of this Agreement;
- terminate this Agreement unilaterally in cases and procedure provided for by this Agreement;
- request compensation for damage caused by the User's actions from the User.
- **The Customer undertakes to:**
- consume Services in compliance with the terms provided for in this Agreement;
- pay for the Services in compliance with the terms and procedure provided for in this Agreement;
- show respect to the Contractor, other Users and Customers;
- not to transfer access to the Customer's Personal Account to third parties in any manner, ensure complete confidentiality;
- not to copy and share in any manner (not to publish, place on other resources on the Internet, transfer or resell to the third parties) materials belonged to the Contractor and received in the course of providing Services, not to create informational products based thereon to obtain commercial profit, also not to use this information in any other way except for personal use. In case of violation of this provision, the Customer is liable according to this Agreement;
- duly notify the Contractor regarding waiver of Services according to the terms of the Agreement;
- accept terms, and comply with all amendments and changes made by the Contractor to this Agreement;
- get acquainted with the current version of this Agreement every time it visits the Platform until the moment of consuming the Platform's services;
- get acquainted with the manner and terms of the payment for Services before registration;
- get acquainted with the content, registration terms and procedure of the provision of Services, as well as with additional requirements. In case the User does not fully understand any terms of the provision of Services, including payment procedure, the User is obliged to clarify these terms or stop using the Platform;
- . in case the User disagrees with the terms of this Agreement or changes, the User is obliged to waive using the Platform.
- **The Customer is prohibited to:**
- promote incitement to religious, racial or ethnic hatred;
- act in violation of rights and freedoms, honor and dignity of any person;
- use obscene expressions even disguised as other symbols;
- provoke a verbal conflict that is not relevant to the primary cause of the dispute;
- take actions aimed at misleading other users;
- use any computer programs for the automatic collection of information on the Platform;
- exercise illegal collection, systematization, storage or sharing of the personal information of other users, customers;
- place computer viruses or programs that may interrupt or disrupt the normal functionality of the hardware and software, and telecommunication facilities of any persons;

- take other actions prohibited by this Agreement.
- **The Customer is entitled to:**
- receive from the Contractor the information regarding organization and ensuring the due exercise of the Services provided for in this Agreement;
 - when making an order for the Services, provide the Contractor with the up-to-date truthful information in any form via filling in the forms or by choice on the Platform, which is necessary for communication with the Customer within the provision of Services under this Agreement, particularly: surname and first name, contact phone number, electronic mail address and other information;
 - consume received Services exclusively for their own personal use.

• **COST OF SERVICES AND PAYMENT PROCEDURE**

- The cost of Services provided by the Contractor and available for ordering to be specified on the Platform / Mobile Application or communicated to the Customer via private messages and might be changed unilaterally by the Contractor at their discretion at any time. Change of the cost of Services is valid from the moment of publication of the relevant information on the Platform / Mobile Application or via email newsletter (as needed).
 - Services payment is to be performed by the Customer in the form of advanced payment in the amount of 100% of the cost of Services online via electronic payment systems specified on the Platform / Mobile Application or provided to the Customer by the Contractor.
 - The moment of payment is considered to be the receipt of funds to the Contractor's bank account.
 - Platform / Mobile Application operates based on the automatic charging of funds for the Services; the Contractor does not issue any invoices. The Contractor is entitled to issue invoices on their initiative.
 - After full or partial payment of Services, the funds are not to be returned.
 - The Customer cannot request a reduction of the cost of Services or reimbursement of funds in case it has not consumed the Services.
 - The moment of the provision of Services is considered to be the provision of the Customer with access to the Personal Account via sending login, password, and other data (if necessary) to their email specified by the Customer when authorizing on the Platform / Mobile Application. Login, password and / or other data are needed for authorization in Personal Account and receipt of access to receive Services.

• **INTELLECTUAL PROPERTY RIGHTS**

- All rights to the Platform / Mobile Application belong to the Contractor.
- All components and content of the Platform / Mobile Application belong to the Contractor and are protected by the legislation in the sphere of intellectual property. All rights are reserved. The Contractor does not claim ownership of intellectual property rights that belong to the third parties.
 - The Contractor also may use objects of intellectual property rights that might belong to other persons according to the legislation in the sphere of intellectual property.
 - Granting to the Customer the right to use objects of intellectual property rights in furtherance of this Agreement, the Contractor does not transfer any rights of intellectual property on such objects and does not grant permission to use them for other purposes than provided for in the Agreement.
 - The Customer acknowledges and agrees that all content and materials available on the Platform / Mobile Application are protected, including but not limited to the copyright, trademarks, patents, trade secret and know-how. Reproduction, copying or distribution for

commercial purposes of any materials or elements of the Platform / Mobile Application without written permission of the Contractor is strictly prohibited.

- Accepting the terms of this Agreement, the Customer undertakes not to copy and distribute in any manner (not to publish, place on other resources on the Internet, transfer or resell to third parties) content and materials belonged to the Contractor and received in the course of providing Services, not to create informational products based thereon to obtain commercial profit, also not to use this information in any other way except for personal use. In case of violation of this provision, the Customer is liable according to this Agreement.

- **RESPONSIBILITY AND DISPUTE RESOLUTION**

- For failure to fulfil or improper performance of obligations under this Agreement, Parties are responsible according to Ukraine's current legislation, considering peculiarities provided for in the Agreement.

- In case of the User's / Customer's failure to fulfil (improper performance) obligations provided in subparagraphs 6.3.1. - 6.3.11. of paragraph 6.3., subparagraphs 4.10.1 - 4.10.10 of paragraph 4.10, paragraph 5.3 of this Agreement, the Contractor is entitled to disable the User's / Customer's access to the Platform / Mobile Application.

- The Contractor makes all necessary efforts to ensure the accuracy and reliability of the information displayed on the Website. Meanwhile, the Contractor does not bear responsibility for any errors and inaccuracies that might be detected in the materials on the Website.

- The Customer agrees that it bears responsibility for their behavior while using the Platform / Mobile Application, receiving Services and for any consequences of their actions. The Customer agrees to use the Platform / Mobile Application only for legitimate and appropriate purposes according to this Agreement and any applicable laws or rules. In particular, but not exclusively, the Customer does not have right and cannot allow any third party to:

- send, download, distribute or offer to do the same regarding any illegal, offensive, fraudulent, indecent or other undesired content;

- distribute viruses, defects, trojans, damaged files or any other objects of a destructive nature;

- download, publish, transfer or in other way make available via Platform / Mobile Application any content that violates any patent, trademark, copyright, trade secret or other intellectual property rights of any party if it is not the owner of such rights or does not have owner's permission to place such content;

- use the Platform / Mobile Application for violation of lawful rights (such as the right to privacy and publicity) of other persons or send via the Platform / Mobile Application any content that is unauthorized or unsolicited advertising, unsolicited or bulk email;

- change, adapt or reconstruct any part of the Platform / Mobile Application or any software used for the provision of Services;

- delete any messages regarding copyright, trademarks or other intellectual property rights that are on the Platform / Mobile Application or any content displayed thereon;

- distribute via the Platform / Mobile Application any content consisting of any information connected to hatred or violence or any other materials, products or services that violate or encourage behavior that violates any criminal laws, any other applicable laws or any rights of third parties;

- use any robots, spiders or other devices for the collection of information about Users with any unauthorized purpose;

- use the Platform / Mobile Application or Services in ways not specified in these Terms.

- The Contractor does not bear responsibility to the Customer for failure to fulfil or improper performance of the obligations under this Agreement if it occurred as a result of force major, in particular: fire, natural disaster, military actions, civil disorders, epidemics, blockades, strikes, earthquakes, floods, as well as consequences of decisions or regulations of the state and government bodies, local self-government according to which additional obligations will lay on parties or additional restrictions will be established that will make the further full or partial performance of the Agreement impossible as well as other actions or events existing beyond the control of the Parties, including the improper or delayed performance of obligations by the state bodies and their structural subdivisions, as well as enterprises regardless of the form of ownership with whose activity the performance of the Contractor's obligations and provision of services are connected.

- Parties acknowledge that in case of failure in the Platform / Mobile Application operation, virus or hacker attack, technical malfunctions and other force major, the Customer's data might become available to other persons. The Customer understands and agrees that it will not bring claims against the Contractor in connection thereto.

- In case of failure to fulfil or improper performance of the obligations under this Agreement, the Party whose rights are violated sends the written claim to another Party.

- All Customer's claims to the Contractor regarding the provision of Services shall be sent by the Customer to the email address of the Contractor specified on the Platform in the form of scanned and signed claims with the electronic digital signature. In case of violation of the procedure and terms of sending such a claim by the Customer, the latter is considered duly sent and does not create any legal consequences for the Contractor.

- All disputes, discrepancies or claims raised from this Agreement or in connection thereto are to be solved in International Commercial Arbitration Court at the Ukrainian Chamber of Commerce according to its Rules of Procedure with the application of material and procedural law of Ukraine. The language of the procedure is Ukrainian.

- The decision of the mentioned court is final and binding for both Parties but might be altered by an amicable agreement.

• LINKS TO THIRD PARTY WEBSITES

- The Platform / Mobile Application might contain links to third-party websites or services that do not belong to the Contractor and are not controlled by them.

- Description or link to the product or service of the third party (including but not limited to providing description or link via hyperlink) cannot be considered as approval or promotion of such products or services of the third party by the Contractor. The Contractor reserves the exclusive right to add, change or cancel accessibility of any third-party service.

- The Contractor does not control and is not responsible for the content, privacy policy or actions of any third-party websites or services. The Contractor does not bear responsibility directly or indirectly for any damages or damages caused or probably caused or connected with consuming or trust to any such content, goods or services available on or via any such websites or services. The Customer and User bear full responsibility for all actions or omissions of any third party.

• TERM OF AGREEMENT AND MISCELLANEOUS TERMS

- This Agreement becomes effective from the moment of acceptance of the offer by the Customer and is binding until the full performance of the Parties' obligations.

- This Agreement might be terminated, and access to the Platform / Mobile Application might be suspended or annulled at any time with or without indication of reasons with or without notification.

- The Contractor has the right to make changes to this Agreement without consent and notification of the Customer.
- The new version of this Agreement becomes effective upon its placement on the Platform / Mobile Application if otherwise not provided in the latest version of the Agreement.
- Correspondence should be sent to the following email address scope360.io@gmail.com.