

GO-FUND'S STANDARD TERMS AND CONDITIONS OF SERVICE

Version 1-2-0

These Standard Terms and Conditions of Service govern the use and registration to the platform on the Website “www.go-fund-ico.com” (hereinafter referred to as the “**Website**”) in order to purchase and maintain the GO-FUND cryptocurrency that is to be sold in predefined quantities in the form of Coin (hereinafter referred to as the “**Product**”) including the online functions, servers, software and the framework through which the Product is provided (hereinafter referred to as “**Services**”). Content of the Website includes, but is not limited to text, information, graphic, sounds, messages. The person who registers in the Website and/or purchase Coins shall be later referred to as “**User**”.

These Terms together with the Coin Purchase Agreement, Privacy Policy, White Paper, and other legal documents that the Users were requested to accept before registration/purchase of the Product are to be understood as a single set of rules which regulate the legal relation between the User and “GO-FUND Management and Financing Ltd” (hereinafter “**GO-FUND**” or “**Company**”). These documents supersede any prior and contemporaneous agreements and communication between the User and GO-FUND. These documents shall be accepted in full. Ambiguities in these Terms shall be understood in the light of most favorable meaning to GO-FUND.

The User’s access to the Website and use of the Services is subject to acceptance of these Terms. Any modification of these Terms will be notified by updating the terms on the Website. GO-FUND will not provide any additional notice of the modification. Information about the Coins and Coins sale and purchase are provided in other documents or on the Website. The User is advised to revise all available information on the Product before purchasing it. GO-FUND shall notify the User pertaining to any update to the herein Terms and Conditions by posting them after the effective date of the updated Terms, and the use of the Services by the User after the effective date constitutes the latter’s agreement to the updated

Terms. It is clarified that it is the User's responsibility to check the herein Terms posted on the Website periodically so that the User is aware of any changes, since they are binding on the User.

Failure to exercise or to enforce of any rights or provisions derived from these Terms shall not be understood as a waiver of those rights by GO-FUND.

In case of doubt please contact: office@go-fund-ico.com

1. QUALIFICATION OF THE USER

The User shall be at least eighteen (18) years old, have legal capacity to enter into transactions and shall be capable to use Internet and the Services provided by GO-FUND. The User acknowledges that no laws applicable to him/her prevent him/her from accessing the Services or purchasing the Product.

2. LICENSE OF THE PRODUCT/COPYRIGHT

GO-FUND grants the User a limited, non-exclusive and non-transferable license to access and use the Website and the Services (hereinafter referred to as the "**License**"), subject to the herein Terms. Any use of the Website or Services not expressly permitted by these Terms or by the prior express written consent of GO-FUND is not allowed. All other rights are expressly reserved by GO-FUND including, but not limited to - any content on the Website, logos, trademarks or registered marks.

Redistribution, claiming of ownership, license, reverse engineer, alter of the Services or the Website without the prior express written consent of GO-FUND is prohibited.

3. REGISTRATION AND THE ACCOUNT OF THE USER

The use of Services will require the User to create an account with GO-FUND in its Website. The User warrants that all information provided for the creation of the account is complete, current and accurate to the best of the User's knowledge. The User is obliged to notify any changes to any information provided for the

registration. The User acknowledges that he/she might be required to confirm his/her email address provided for the registration. GO-FUND and/or its subsidiaries or affiliated companies will use information provided for registration in accordance with the Privacy Policy.

GO-FUND may at any time oblige the User to provide additional information, proof of identity, physical address and the source of funds. Refusal to provide such information will block and/or restrict the use of the Services and the Website.

The User agrees to not to create multiple accounts, unless specific written consent of GO-FUND is given. The User shall not provide any misleading, inaccurate and/or insufficient information and/or documentation to GO-FUND.

4. USE OF PRODUCT

The User warrants that he/she will not use the Services for any illegal or otherwise prohibited purpose, including – but not limited to – activities related to money laundering, terrorist funding, weapon trafficking, human trafficking, trafficking of drugs, tax evasion. In case the User is found to be involved in any of the activities mentioned in this paragraph or any other activity contrary to the GO-FUND Anti-Money-Laundering Policy provisions, GO-FUND shall have the right to block the corresponding account immediately. The User also warrants that he/she will not assist any third party in abovementioned activities by the use of the Services or the Website.

The User further warrants that he/she will not use the Website or the Services to send spam nor chain letters. The User warrants not to improperly access or use any of the Website's structures and technical mechanism to cause damage to the Website, Product or to GO-FUND by (including, but not limited to) use of hacking, computer viruses, malware, forged credentials, phishing or any other method of damaging the functionality of the Website and the Services. Further the User warrants not to transfer access to his/her account to other persons. The User further agrees not to disclose the log-in credentials to a third party without written consent of GO-FUND. The User agrees to take full responsibility for any action and activity that occurs through the use of the User's account. The User agrees to notify without delay discovery of the security breach or any other vulnerability related to the Website or Services.

Any conduct of the User that may restrict anyone else from using the Website or is in any way detrimental to the Services, Website, Product or GO-FUND, is strictly prohibited. GO-FUND reserves the right, in its sole discretion, to remove or edit content submitted by the User, without prejudice to its rights to initiate legal proceedings against the User.

5. DAMAGE CAUSED THE BLOCKCHAIN/DAMAGES CAUSED BY VULNERABILITIES INHERENT IN THE INTERNET

The user agrees that GO-FUND shall not be responsible for any damage caused by loss or alternation of any information sent over the Internet. GO-FUND shall take reasonable steps to ensure the privacy of the information and the security of the Website and of the Services; however, GO-FUND shall not be liable for disclosure of such information to a third party, even if this occurs as a negligent act.

GO-FUND shall take reasonable steps to prevent Internet attacks and to mitigate effects of them. GO-FUND shall reserve right, at its sole discretion, to block the Services and the use of the Website, if there is a suspicion of an attack on the Website. GO-FUND reserves the right to discontinue all activity regarding to Coins, Website and the Services, if there is a suspicion that an attack may cause the Coins to rapidly lose value. In such event any possible disputes concerning – including, but not limited to – account balances, Services, Website, shall be solved on a case-by-case basis.

GO-FUND cannot warrant complete safety of the Website and is not to be held liable for loss of value of the Coins, stolen property, even in the case of negligence.

GO-FUND does not warranty continuity or availability of the Services or Website. Warranties not expressly made in these Terms, the Coins Purchase Agreement or in any other document published by GO-FUND in the Website are not binding to GO-FUND.

6. ACTS OF GOD

GO-FUND's failure of performance with regard to the obligations under these Terms shall be completely excused, if it was caused by Acts of God (unforeseeable

events beyond reasonable control), including, but not limited to natural disasters, civil unrest, war, acts of the countries, terrorism, political embargo, hackers' attacks, power or equipment failure, blockchain failures.

7. INDEMNIFICATION

The User agrees to indemnify, exculpate and hold GO-FUND harmless from claims of any third party arising out of the use of the Services, Website or the Product by the User. The User agrees to compensate all the legal costs incurred by the GO-FUND in relation to the action of the User.

8. INFORMATION PROVIDED ON THE WEBSITE

Any information concerning legal, financial or other issues posted on the Website or in any other way by GO-FUND shall be understood in a generalized manner. GO-FUND does not assure complete accuracy or/and applicability of such information to every case. The User acknowledges that he/she has sufficient knowledge about those issues to make his/her own judgment and to evaluate if the information provided is applicable to his/her situation. The User is obliged to seek appropriate advice from experts, if he/she believes his/her understanding of the abovementioned issues and risks are not sufficient.

GO-FUND shall not provide any specific legal, financial or any other advice.

9. DURATION/TERMINATION

GO-FUND may terminate, suspend or block the License without prior notice, including, but not limited to a situation of the breach of Terms or other binding documents. This right cannot be waived. Provisions concerning ownership, limitations or exclusion of the liability or indemnity shall survive the termination of the agreement, as well as all other provisions which by nature of the relation shall survive such termination. This applies also to all of the provisions that may reasonably survive the termination of the Terms or other Agreements.

10. SEVERABILITY

In case any provision of these Terms shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. DATA PROTECTION

In case of requested information and/or documentation from the User by GO-FUND, pursuant to any and all relevant legal agreements and documents published on the Website, GO-FUND may require the User to provide information and documents relating to (without limitation):

- a) his/her identity;
 - b) his/her residential address;
 - c) the source of his/her wealth;
 - d) the source of funds used for the purposes of purchasing Coins; and/or
 - e) any other documents or data from which you can be identified,
- (hereinafter referred to as "**Personal Data**").

GO-FUND shall not disclose the User's Personal Data except as expressly permitted under law or by an order of a court or competent governmental or regulatory authority and pursuant to the applicable laws governing the Coin Purchase Agreement, and in strict compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as may be amended, as well as relevant legal and regulatory framework.

The User expressly agrees and consents to his/her Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable laws, by accepting to be bound by the herein Terms.

Under the abovementioned legal and regulatory framework, the User has the right to access his/her Personal Data held by GO-FUND, and it is the User's responsibility to inform GO-FUND of any changes to his/her Personal Data, and to ensure such data remains accurate. The User also reserves the right to object to his/her Personal Data being processed for the purposes of direct marketing. The User

agrees to provide a written request to GO-FUND should he/she wish to enforce these rights.

The User agrees to permit the transfer of his/her Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these Term he/she authorizes and expressly consents to the processing of his/her Personal Data by GO-FUND, its affiliates, agents and/or its service providers, provided that where the User's Personal is processed by entities other than GO-FUND, the latter's affiliates, agents or its service providers, GO-FUND shall seek the User's prior written consent in respect of such processing.

Moreover, the User agrees that his or her personal information will be processed according to the established in GO-FUND, Privacy and Cookies Policy which is available in the Website. Therefore, the User acknowledges and agrees that in case of any discrepancies, conflict or contradiction between any other document(s) in the Website and the Privacy and Cookies Policy, the provisions of the Privacy and Cookies Policy will prevail.

12. GOVERNING LAW AND JURISDICTION

The validity, interpretation and performance of these Terms shall be governed in accordance with the laws of Republic of Cyprus. In case of a dispute, the competent court in Nicosia, in the Republic of Cyprus, shall have exclusive jurisdiction.

13. MISCELLANEOUS

- a) **Entire agreement.** This document constitutes the entire agreement between GO-FUND and the User related to the purchase of Coins and render of the Services, and supersedes all prior and contemporaneous understandings, negotiations, decisions, agreements, representations and warranties, whether oral or written.

By agreeing to be bound by these Terms and Conditions, you are deemed to have read GO-FUND's White Paper as well as all other documents published in the Website; and that, you are aware of all risks and rules

provided thereto.

- b) **Severability.** In the event that any term, clause or provision of these Terms and Conditions is found to be unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and Conditions and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms; therefore, the remaining provisions of these Terms and Conditions shall, nevertheless, be binding upon the Company and the User. If the invalidity of any part, provision, representation or warranty of these Terms and Conditions shall deprive any party of the benefit intended to be conferred by these Terms and Conditions, the parties shall negotiate, in good-faith, to develop a structure the lawful economic effect of which is nearly as possible the same as the economic effect of these Terms and Conditions without regard to such invalidity.
- c) **Force majeure.** GO-FUND and its affiliates will not be liable for any delay or failure to perform any obligation under these Terms and Conditions to the extent that the breach is caused by circumstances outside the Company's direct control and for the period that those circumstances continue, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the blockchain protocols or any other force outside of the Company's control.
- d) **Independent contractors.** GO-FUND and the User are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. These Terms and Conditions do not create any third-party beneficiary rights in any individual or entity. The Company is not subject to any fiduciary obligations to the User. The grant of access to the Website and the purchase

of Coins do not create a relationship of employment, trust, agency or partnership between the parties.

- e) **Agreement assigns.** GO-FUND may assign any of its rights and obligations under these Terms and Conditions at any time. The User will not assign these Terms and Conditions, or delegate or sublicense any rights under these Terms and Conditions, without GO-FUND's prior written consent. Any assignment or transfer contrary to these terms will be void.
- f) **Electronic Communications.** The User hereby agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides to the User, pursuant to these Terms and Conditions or in connection with or related to User's purchase of Coins, including these Terms and Conditions, may be provided by the Company, at its sole discretion, to User, in electronic form. Nevertheless, any communication that the User provides to the Company shall be sent in written form by post.
- g) **Amendment or Modification.** No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless it is made in writing form and is signed by the Company and the User. No consent or waiver on behalf of the Partner to or from any of the terms and provisions of this Agreement shall be effective unless it is duly signed by the legal representative of the Company. Any such waiver or consent shall be effective only with regard to the specific instance and for the specific purpose for which it is given.