Terms & Conditions

Version 1.0.0, 1.10.2021

QORPO is a company incorporated and existing under Slovakian Law, registered in the Slovak ČSOB Bank for Enterprises under the name "QORPO ltd", with offices at QORPO ltd, Vajnorská 100 831 04 Bratislava - mestská časť Nové Mesto, Slovakia, hereinafter called "Provider".

The terms, conditions and policies included below exclusively apply to any contract or other (legal) relationship between Provider and any third party in relation to (the use of) the Website, Wallet, Services or Platform. The right to access and use of the Website, Wallet, Services or the Platform is conditional to the exclusive application of these terms, conditions and policies.

These terms, conditions and policies consist of:

A "Definitions" section. Unless where expressly provided otherwise, the "Definitions" section applies to all other sections of these terms, conditions and policies.

A "General terms and conditions" section that applies to all other sections of these terms, conditions and policies unless expressly provided otherwise in section (iii) and (iv).

A "Wallet Services" section that supplements section (ii) and adds terms and conditions specific to the Wallet Services.

A "Platform" section that supplements section (ii) and adds terms and conditions specific to the Platform Services.

Exhibits.

Exhibit 5.1: includes the definitions referenced in section (i).

Exhibit 5.2: includes provisions with regard to privacy and data protection.

DEFINITIONS.

The words or expressions that are written with capital letters (first letter(s)) shall have the meaning provided in Exhibit I.

GENERAL TERMS AND CONDITIONS.

1. Services

1.1. Provider provides services in order to enable and facilitate the use, transfer, and exchange of digital items, which may include Cryptocurrencies. Services are provided, inter alia, by making available Wallets and storing users' private keys of corresponding blockchain addresses ("the Services").

1.2. If Users place an order for Services via the Website or Platform, an Agreement will come into place as soon as the User's order for

Services has been confirmed or executed by Provider. To be able to order Services User will be requested to acknowledge and agree to these terms and conditions and its exhibits ("Terms of Use"). By acknowledging and accepting the Terms of Use User accepts that they form part of the Agreement and that User will be bound by them.

1.3. Provider shall not be obliged to provide any other Services than those confirmed to the User and may at all times decide to terminate the provisions of Services without any indemnification being due.

1.4. Provider may offer new products or services as part of the Services. New services will be part of the Agreement as from Provider's acceptance to deliver those to the User.

1.5. The Services and their availability may be subject to changes at any time, in particular in the context of bug fixing, enhancing security or upgrades to implement new functionalities.

Provider will notify User of any such change(s) (and their associated cost) prior to the implementation thereof.

If User is a Consumer and does not agree with the change, User is entitled to terminate the Agreement within thirty (30) days after having notified such disagreement to Provider, unless the change is implemented without any additional cost or fee and has no impact on essential functionalities of the Services.

1.6. The obligations of the Provider under the Agreement are best effort obligations.

1.7. Since the Services are provided through the internet, the Services may experience periods of downtime, including but not limited to scheduled maintenance. Provider makes no representations or warranties, whether express, implied or statutory, with respect to the Services provided hereunder, including the Wallet, Platform and any application, documentation,

content, data and materials made available with the Services. Provider specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy. Provider does not warrant that the Services will be error-free or operate without interruptions or downtime, or that the results obtained from the Services will meet User's needs. User further understands and agrees that the Services are provided 'as is' and 'as available'. This means the Provider does not represent or warrant that information will be accurate or reliable, Services provision will be reliable, nor that any defects in the operation or functionality will be repaired or corrected.

1.8. No information or advice, whether expressed, implied, oral or written, obtained from Provider, or through any Services, shall create any warranty, guarantee, or condition of any kind, except as explicitly agreed otherwise in writing.

1.9. The following services are not included in the Services and Provider does not undertake any liability in this respect: the sale, purchase or other trading of Cryptocurrency and other digital items, exchange services between Cryptocurrencies and fiat currencies, communication network services (such as e.g. the use of internet connection required for the use of the Services).

1.10. Cryptocurrencies may be subject to market fluctuations and sudden and significant increases or decreases in the value. Provider does not accept any warranties regarding this market volatility and other risks involved in buying, selling or trading Cryptocurrencies or other digital items. Users are solely responsible for their decisions to buy, sell, trade or otherwise hold or deal with Cryptocurrencies or other digital items.

2. Access and use of the Services

2.1. Depending on the exact Services covered by the Agreement, Users may be required to register and to create an account with Provider. As part of the registration process, Users may be required to provide Personal Data (such as identification, contact details, etc.). Users acknowledge and agree that any information they provide, including any Personal Data, will always be accurate, correct, and up to date.

2.2. If User fails to provide the required information in accordance with Article 2.1, it is possible that the performance of any Services may be delayed, suspended or terminated.

2.3. User must use the Services in compliance with all applicable local, state, national, and international laws, rules and regulations. In particular, the Services, Website and Platform may not be used to enable, facilitate or conclude any transaction or agreement that infringes on applicable law or regulations, such as (but not limited to) anti-money laundering

legislation and provisions regarding the financing of terrorism provisions.

2.4. Provider is entitled, at its discretion, to permanently or temporarily suspend User's access to and use of (any of) the Services, Website and Platform without any prior notice being due (unless notice is required under applicable law), and for any reason, including but not limited to:

during planned downtime for upgrades and maintenance to the Services, Website or Platform;

Unscheduled downtime for upgrades and maintenance to the Services, Website or Platform in case of the occurrence of a Force Majeure event or of a bug or malfunctioning requiring urgent intervention;

if Provider suspects or detects any malicious code, software or a security issue, connected to

User's Wallet or User's use of the Services, Website or Platform;

if User breaches the Agreement and such breach is not cured within fourteen (14) days commencing on the date of a written notice of default

3. User's obligations.

3.1. User must use the Wallet, Website, Platform and Services and any related applications, in accordance with the terms of this Agreement.

3.2. User is not allowed to access (or attempt to access) the Services, Website or Platform by any means other than through the means the Provider provides or has indicated that they must use. User specifically agrees not to access (or attempt to access) any Services via any illegal and unlawful means, and not to use its account or Wallet in an illegal or unlawful manner (such as for terrorism, fraud, money laundering or other criminal activities).

3.3. User may not engage in any activity that disrupts or interferes with the Services, Website or Platform. User will not try to hack applications used for the Services, Website or Platform or to gain access to data or Wallets of other users.

3.4. User acknowledges that the purchase or exchange of Cryptocurrency or digital items, through the use of the Wallet or otherwise, consist of contract between two or more users of the Services, Website or Platform at terms and conditions that must be agreed upon between those parties. Provider will not be a party to such transactions and does not accept any responsibility in relation thereto.

4. Intellectual property rights.

4.1. All content and materials available on the Website and Platform, including but not limited to text, graphics, website name, code, images, and logos, are the intellectual property of Provider or its licensors, and are protected by

applicable Intellectual Property Rights. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on the Website or Platform is strictly prohibited unless specifically authorized by Provider in writing.

4.2. Provider (or its licensors) own(s) all right, title and interest in and to the Wallet, Services, Website, Platform, applications, and/or any other deliverables and any modifications and enhancements thereof, including without limitation all Intellectual Property Rights. The rights related to User generated content shall however continue to reside with such User or his licensors.

4.5. User acknowledges that Provider and/or its relevant licensor(s) own all right, title and interest in and to the Wallet, Website, Platform and the Services, and related applications and any modifications and enhancements thereof, including without limitation all Intellectual

Property Rights, and such rights are protected by international intellectual property laws.

4.6. User may not, unless indicated otherwise or unless permitted by mandatory applicable law:

copy, reproduce, alter, modify, or create derivative works from the Wallet, Website, Platform or Services;

license, sublicense, sell, resell, rent, lease, distribute, transfer, timeshare, assign or resell the Wallet, Website, Platform or Services (or any part thereof), or use the any of the foregoing for developing a competitive solution (or contract with a third party to do so);

remove or alter any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Wallet, Website, Platform or the Services;

4.7. User will not authorize or encourage any third party to:

use the Website, Platform or Services to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Provider;

use any robot, spider, other automated devices, or manual process to monitor or copy any content from the Services, Website or Platform;

use or attempt to use another User's Wallet, Cryptocurrency or digital items without the necessary authorization(s);

5. Security and recovery.

5.1. Provider shall deliver its best efforts to maintain adequate security measures and

technology, in line with industry standards, with regard to its Services, Website and Platform.

5.2. User will use the Wallet, Platform and Services in compliance with any security measures installed or otherwise provided by Provider, who is entitled to update these security measures at any time.

5.3. User is responsible for maintaining the confidentiality of any login information used to access and use the Wallet (such as login and PIN code), Platform and the Services, as well as for any Wallet backups, and any specific authentication credentials. User is responsible for all activities that occur under the account(s) created or used by User.

6. Fees and payment.

6.1. Provider provides its Services and the use the Wallet and/or Platform against payment of the fees provided in the notification of applicable fees that must be approved by User

prior to placing an order., to be increased with the applicable VAT or other taxes where applicable. User must pay any sales, value-added or other similar taxes imposed by applicable law.

6.2. Fees can be paid in US Dollars. In case User chooses to pay the fee in Cryptocurrencies, User will need to provide Provider with Cryptocurrencies for a value equal to the fee expressed in Dollar (as applicable) on the invoice date.

6.3. Unless specified and agreed otherwise, all fees related to access to and use of the Services, Wallet or Platform are immediately due. An invoice will be sent within thirty (30) days following the payment date.

6.4. Provider shall be entitled to set-off any amounts payable to User against any amounts that are or shall become due to Provider.

7. Term and termination/suspension.

7.1. The Agreement is entered into for an indefinite period of time and will remain in effect for as long as User accesses or uses the Services, Website, Wallet or Platform.

7.2. Each party may terminate the Agreement:

For convenience, subject to serving a prior notice period of one (1) month;

Immediately, without compensation being due and without prejudice to such Party's right to compensation for damages, in case the other party (a) ceases its business or becomes the object of a liquidation or dissolution, (b) is declared bankrupt, (c) is the object of an appointment of a receiver or admitted in writing its inability to pay its debts, (d) undergoes a significant and detrimental change in legal status (e.g. merger, demerger, acquisition or other case of legal succession);

Immediately without compensation being due and without prejudice to such parties' right to compensation for damages, in case of payment delay of more than 14 days; or in case of material breach, immediately if the breach cannot be cured or, in case the breach can be cured, if it has not been cured within fifteen (15) days after written notification of the breach.

7.3. Provider may terminate or suspend the Agreement or the access to a Wallet, Platform or Service in case of:

(indications of) violation of applicable legislation or regulation (such as but not limited to, laws and regulations regarding money laundering, financing of terrorism or financial crime) by User or in case User is suspected to be associated with any of such violations;

fraud or if User provides, or is suspected to have provided, false or incomplete information

required for Provider to comply with mandatory law (such as but not limited to identity verifications in the context of the prevention of money laundering);

8. Data protection.

Provider shall process Personal Data it obtains as part of the performance of this Agreement in accordance with the provisions of Exhibit 2.

9. Community - Third Party Content.

9.1. Provider may provide various open communication tools on the Website or Platform, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media Services, etc.

9.2 Provider will not pre-screen or monitor the content posted by Users. If User uses the aforementioned tools to submit any type of content to the Website, then it is personally

responsible to use these tools in a lawful and ethical manner. User must not upload, post, share or otherwise distribute any content that is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language or graphics; that infringes any Intellectual Property Right of any person; that contains any type of unauthorized or unsolicited advertising; that impersonates any person or entity (including any Provider employees or representatives).

9.3. Provider may at its sole discretion remove any content, for instance, if it is illegal or breaches these terms and conditions.

9.4. Provider is not responsible or liable for any third-party content.

9.5. With respect to any content User posts or communicates with the tools mentioned under article 9.1, User grants Provider and its affiliates

a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute such content as Provider sees fit.

9.6. User agrees to indemnify and hold harmless Provider and its affiliates, and their directors, officers, managers, employees, or contract parties, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or the failure to fulfil any obligations relating to User's account by User or any other person using User's account. Provider is entitled to take lead and control over the defence of any claim for which Provider is entitled to safeguard and indemnification under these Terms of Use. In such event, User shall provide Provider with such cooperation as is reasonably requested by Provider, without however being released from the obligations under this section 9.6.

10. Liability and limitation of liability.

10.1. Provider shall only be liable for its own wilful misconduct, its own fraud, gross misconduct or a repeated minor fault in relation to its contractual obligations (hereafter collectively a 'Fault'), which is exclusively attributable to it.

In case of liability of Provider, the following restrictions shall apply to Provider's indemnification obligations, except in case of personal wilful misconduct or fraud, in which case no compensation restrictions apply.

10.2. Any indemnification by Provider due hereunder shall, per year, not exceed the yearly amount of the fees paid by User to Provider in the year of occurrence of the event giving rise to the claim for the Service(s) which is (are) the subject of the claim.

If Services are provided for free, then the compensation due for damages as mentioned in the previous paragraph shall not exceed 1.000 US Dollar per user.

10.3. Any liability of Provider for incidental, indirect or consequential damages including, but not limited, to loss of opportunity, loss of goodwill, loss of business, loss of profit or reputation damage, is excluded.

10.4. Liability claims against Provider are valid and acceptable only if introduced within six (6) months after the date at which the event causing damages has become known or should have become known to the User.

10.5. User acknowledges that the Services are dependent on service provision by third parties (such as telecommunication services) and Provider shall not be responsible for any damage caused by such service or any interruption of its Services due to an interruption of such third party service. Provider is not responsible for data loss, data corruption or fraudulent transactions with the Wallet or through the Platform.

10.6 User agrees to hold harmless and indemnify Provider, and its affiliates, management, officers, agents, subcontractors and employees from and against any third party claim arising from or in any way related to User actions or omissions or that of its affiliates, management, officers, agents, subcontractors and employees, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

10.7 Provider cannot be held liable for any fault, omission or breach of contract of a third party.

10.8 Provider nor User shall not be liable for any non-performance of its obligations pursuant to the Agreement, if such non-performance is caused by a Force Majeure event. In case of a Force Majeure Event, the party affected by the Force Majeure has the right to suspend the execution or further execution of the Services.

11. Confidential information

Any information exchanged in the context of the Services, Website or Platform is strictly confidential and shall not be disclosed, without the prior written consent of the party that has provided the information. Each party shall take all the necessary measures to assure the confidentiality of such information (including by its members of staff or subcontractors) during the entire duration of the contract and for five (5) years after the termination of the contract.

12. Cancellation right for Consumers

12.1 If User is a Consumer, then it is entitled to cancel any order for a Service within 14 days following the date the order was placed. User acknowledges that Provider is providing a service and hence no redrawal right shall apply when delivery of services has been started and completed before lapsing of the redrawal period. If User would still benefit from a redrawal

right upon the delivery of services having started (at User's request), then User shall pay an amount which is in proportion to what has been provided until the time it has informed Provider of the exercise of the right of withdrawal, in comparison with the full coverage of the contract. The proportionate amount to be paid by User shall in each case include the costs of third party suppliers such as PayPal.

12.2 To cancel an order, User must notify Provider of its decision via the model cancellation form in Exhibit 2.

12.3 To meet the cancellation deadline, User must send its communication of cancellation before the 14-day period has expired.

12.4 Provider will reimburse User no later than 14 days from the day on which it receives the cancellation notice. Provider will use the same means of payment as User used for the transaction, and User will not incur any fees for

such reimbursement, it being understood however that if User paid the fee in Cryptocurrency, such payment will automatically be considered a payment in US Dollar and User will thus, in that case, be reimbursed either the amount in US Dollars for an amount that equals that amount in US Dollars.

12.5 User may not cancel its order for Services if the delivery thereof has already started upon User's request.

12.6. User acknowledges that no cancellation or withdrawal rights are guaranteed in regard to contracts or transactions that it has entered into with other Users of the Website or Platform.

13. Miscellaneous

13.1 Any dispute between User and Provider is subject to the exclusive competence of the courts of Antwerp, Belgium, except if you are a Consumer and this is not permitted under

mandatory consumer protection law of Your country of residence. In the latter case, the competent court is to be determined in accordance with that applicable law.

13.2 The contract is governed by Belgian law, excluding the application of any conflict-of-laws rules that would lead to any other law becoming applicable.

13.3 If a clause of these terms and conditions is null or invalid this shall not entail the nullity or invalidity of these terms and conditions as a whole. In such case and in case a clause is unenforceable, the parties shall replace such clause as soon as possible by a clause the content of which approximates as closely as possible the aim of the clause to be replaced.

13.4 The rights and obligations of a party under the Agreement cannot be assigned or transferred except with the prior written approval of Provider.

CONDITIONS SPECIFIC TO WALLET SERVICES.

Provider offers a multi-blockchain Cryptocurrency Wallet application that stores the User's private key of his corresponding blockchain address safely encrypted and split in multiple parts in separate vaults. Provider offers the following Services under the specific terms mentioned herein.

1. Wallet Services

Provider's Wallet Services allows User to perform the following actions: User can create a new Wallet or upload a new Wallet; User can manage the functions of his Wallet; User can initiate a Transaction on the corresponding blockchain.

A. Description of the Services

Private key storage.

Assets will remain on the corresponding blockchain. Provider will split the private key into 3 parts, each part is encrypted and stored in a different vault. On top of the normal encryption, Provider will add a pin code so that if an attacker would be able to bypass all different levels of security of Provider, they would still not get hold of all of a User's funds without the pin code.

Provider's data is stored on servers controlled by a third party. The data is protected against access by the third-party provider, who is only making available data storage space. Provider shall make backups on a regular basis. Provider is not responsible for data loss, hacking of the data or inaccessibility of data due to negligence or fault of the third party provider.

Transactions.

User will be able to specify his primary address on each blockchain and link it to his communication channels like mobile phone

number and email address. Linking these addresses to contact details will make it possible to use Provider to send Cryptocurrencies to an email address or a mobile phone number instead of to a blockchain address as Provider makes the translation. User will be able to receive notifications of incoming transfers on his accounts. User can make a Transaction by selecting his Wallet, choosing the destination address and the amount and Cryptocurrency User wants to transfer and sign with his pin code. Once signed, Provider sends the Transaction to the blockchain. To make a Transaction, the third-party application can use the Provider API to send the Transaction to Provider. Provider signs the Transaction on behalf of User and sends it back to the calling third party application or puts it on the corresponding blockchain itself, depending on the parameters specified in the API call.

API integration.

Provider offers API integration with other applications so User can use his Wallets in these applications. These other applications can be for example crypto exchanges, cryptocurrency wallets, crypto portfolios, etc. By using this API integration User will be very flexible in using his Wallets in many applications without the need to specify them over and over again.

B. Specific terms related to the Wallet Services.

The Wallet provides functionalities that allows User to store Cryptocurrency and to make Transactions via instructions to Provider. User must ensure that his instructions to Provider conform to the applicable rules of the Cryptocurrency. The only authentic record of a Transaction is its recording in the blockchain associated with the concerned Cryptocurrency. Provider, therefore, cannot and does not guarantee that the Wallet reflects (any change in) title to or right on any Cryptocurrency. Transactions must be confirmed and recorded

in this blockchain. Provider will use its best efforts to have the Transaction initiated by User recorded in this blockchain. By initiating an instruction for Transaction User authorizes Provider to submit his Transaction to the relevant Cryptocurrency network for recording on the concerned blockchain. Once a Transaction has been submitted to the relevant network, the network will automatically record or reject the Transaction and neither User nor Provider will be able to cancel or otherwise modify the Transaction. After being submitted for recording in the blockchain associated with the concerned Cryptocurrency, a Transaction may be unconfirmed for a period of time. A Transaction is not complete while it is in a pending state.

The blockchain technology being based on a decentralized, peer-to-peer network or database supported by independent third parties, which is not controlled, owned nor operated by Provider, Provider cannot and does not guarantee that Transactions User initiates

using the Services shall be confirmed and recorded in the blockchain associated with the concerned Cryptocurrency nor that once stored, they remain on the blockchain. Conflicts between recordings in the blockchain cannot be excluded as a result of which User's Transaction may not or no longer be recorded in the blockchain associated with the concerned Cryptocurrency.

User bears the risk of any transaction not being recorded in the blockchain associated with the concerned Cryptocurrency or for any delay or conflicts in recordings, except in case User proves that such event is attributable to Provider's gross negligence. User chooses the Cryptocurrencies to which his Transactions relate as long as they are supported by Provider and the counterparty for the Transaction. User is exclusively responsible for the Cryptocurrency and the counterparty User chooses. User is solely responsible for ensuring all Transaction details are correct, and User must carefully verify all transaction information prior to

submitting transaction instructions. To the extent the Transaction is made as counterparty for the delivery of goods or services from a third party, Provider's Services do not cover and Provider undertakes no responsibility in relation to the delivery, quality or any other aspects of any such goods or service.

The Services do not imply that Provider stores, sends, or receives Cryptocurrencies. Any transfer that occurs in any Cryptocurrencies occurs on the blockchains associated with the concerned Cryptocurrency and not on a network or database owned, controlled or operated by Provider.

User is responsible for loss of blockchain objects (including codes or keys, except those under Provider's safeguarding) or Cryptocurrencies. In case of API integration User will make sure that User only shares his API key or codes with third-party applications User trusts and he is responsible for any misuse of such keys or codes.

CONDITIONS SPECIFIC TO THE USE OF THE PLATFORM.

Digital marketplace.

1.1. Users may obtain access to and use of the digital marketplace that was developed and is administered by Provider (the "Platform"). The Platform serves as an environment that enables the negotiation and closing of transactions, between Users, regarding digital items offered on said Platform. Provider's role is limited to serving as a facilitator and enabler of transactions, without however intervening in any way or capacity in the transactions that take place upon the Platform. The Platform shall only serve a temporary carrier (custody) of the items offered for sale.

1.2. Provider does not supervise, audit or otherwise control any of the characteristics, quality, suitability or integrity of the items offered on the Platform. When entering into a transaction via the Platform, Users must

themselves inspect and verify that the digital items that they wish to sell or purchase correspond to what was agreed upon, that the consideration is acceptable for all parties and that the terms and conditions applying to the transaction (including those relating to warranties, dispute resolution, etc.) have been fully negotiated and have been agreed upon. Provider is not held to intervene in any dispute between its Users and cannot be obliged to disclose any further information or documentation regarding other Users' identity or transactions that were offered or closed on the Platform.

1.3. Users must at all times comply with the terms of this Agreement or with the instructions and guidelines communicated by Provider. Failure to do so may result in a suspension of access to the Platform or to Users being excluded from further access and use of the Platform. The decision to suspend a User or to terminate its access to the Platform shall be subject to the exclusive discretion of Provider

and cannot be challenged or appealed in any way. Provider is not held to provide any (written) motivation for its decisions.

Credits.

2.1. Users that have been accepted on the Platform, shall have the possibility to purchase Credits from Purchaser against payment in fiat currency (USD). The number of Credits that can be obtained against any accepted fiat currency, shall be continuously displayed on the Platform. Users are required to complete their fiat payment prior to being granted any Credits.

2.2. Provider may change the price charged for Credits at any time, provided however that such new price shall be displayed on the Platform for at least fourteen (14) days prior to entering into effect.

2.3. Users are entitled to request from Provider that any Credits that they have obtained are exchanged back into fiat currency. Provider

shall process and execute such change into fiat currency within two weks following the request. The exchange into fiat currency shall take place against the rate that Credits were obtained. Provider may charge Users a 5% fee for any conversion of Credits into fiat currency. A minimal fee of 5 USD per transaction shall apply. Provider is entitled to suspend or terminate the conversion of Credits into fiat currency at any time, provided however that such decision must be displayed on the Platform at least fourteen (14) days prior to entering into effect.

2.4. Users undertake to accept Credits as a valid way of payment for any transaction concluded between Users on the Platform. When offering any digital items on the Platform, User shall mention the requested consideration (fee) in Credits.

2.5. Provider may suspend or terminate User's rights of Credits in case of breach of the provisions of this Agreement. In case User's right

to access and use the Platform is terminated definitively, User shall not be entitled to any refund of Credits nor to any conversion thereof into fiat currency.

Applicable tax legislation.

3.1. Users must comply with obligations under any relevant tax legislations or regulations, including in particular VAT or withholding obligations that may be incumbent on professional traders. When creating an account on the Platform, Users must indicate whether or not the offers or transactions they wish to include, negotiate or close on the Platform are reasonably to be considered a part of their professional activities. If Users indicate that they are acting in a professional or business capacity or, if in the opinion of Provider their actions on the Platform reflect such capacity, then Provider may label them as professionals on the Platform in a way visible for all Users.

3.2. Users must safeguard and indemnify Provider, at its first request, against any and all claims, demands, fines, penalties or other charges that Provider is confronted or charged with in relation to any transaction (or offer for a transaction) that such Users have negotiated or concluded through the Platform. The foregoing shall in particular include reasonable fees of professional advisors, including attorneys, that Provider engages in order to reply and follow up on any of aforementioned claims, demands, fines, penalties or other charges.

Rights of withdrawal.

User acknowledges and accepts that certain (non-professional) Users may be entitled to exercise a "right of withdrawal" when entering into online transactions. Such "rights of withdrawal" may entitle Users to withdraw from a transaction during a limited period, typically during 14 days thereafter.

Users must thoroughly inform themselves about any applicable withdrawal rights and act accordingly. Provider must and shall not supervise or control the applicability of and/or compliance with any such rights as it is not a party to the transaction negotiated between the Parties.

Obligations with regard to the offering of items.

5.1. Users must properly identify themselves when selling or purchasing items on the Platform. They must, at the latest upon entering into a binding transaction, provide to the implicated User(s) such information as is required to fully identify all parties to a transaction. Users must verify that they have received all information they require from their counterparty prior to effecting any payment of items offered on the Platform. Users acknowledge that Provider is not held to provide any information with regard to other Users involved or implicated in any (disputed) transaction and that Provider cannot be

obliged to intervene in any way in transactions that Users have entered into.

5.2. Users must provide a comprehensive, accurate and complete description of the items they are offering on the Platform. Users warrant that they are entitled to sell the items they offer on the Platform and that they are not violating (i) any law or regulation, (ii) are not infringing on third party rights (iii) are not acting in a fraudulent way and (iv) are not knowingly misleading Provider or other Users of the Platform.

5.3. Users must clearly indicate the consideration (price) requested for the items they are offering, including the counter value in Credits. Users must indicate whether their consideration (price) is indicative, a reserved price and whether any taxes (VAT), levies or other charges apply. If so, then Users must include information regarding the amount thereof or at least how such taxes (VAT), levies or other charges will be determined.

5.4. Users are not allowed to bid, either directly or through any intermediary or party that acts on their instructions, on any items they offer for sale on the Platform.

Contracts closed through the use of the Platform.

When entering into an agreement regarding any digital item through the Platform, Users must agree between them on any relevant terms applying to such transaction. It is hereby brought to Users' attention that parties to any transaction may reside in different states and jurisdictions, which may complicate dispute resolution if any discussions with regard to a transaction arise. Users are therefor encouraged to explicitly agree on applicable law and competent jurisdiction applying with regard to any transaction. Users should also request their counterparty to provide all relevant identifiers as Provider is not held to disclose any User information that was

provided to it by such User – unless Provider is compelled to do so under applicable law – and given that Provider must not check or audit any information provided by Users to verify whether such information is correct, complete and truthful.

Dispute resolution.

Provider may be requested, but shall not be obliged, to mediate between Users in case of any dispute that they cannot resolve between them. To allow Provider to assess its potential role as a mediator, Users must inform Provider as soon as possible about any conflict with other Users. If Users cannot come to an agreement, with or without mediation by Provider, they remain entitled to pursue legal action in accordance with any provisions agreed upon between them, in particular regarding applicable law and jurisdiction. Users shall refrain from involving Provider in any court or arbitration proceedings as Provider is not a party to the agreements that Users enter into by

using the Platform. If Provider is involved or is forced to intervene in any court or arbitration proceedings, then all costs related thereto – including in particular legal costs and attorney fees – must be compensated and indemnified by the User(s) that caused such involvement or forced intervention. Provider is entitled to obtain from User a reasonable advance on any such costs.

EXHIBITS

Exhibit 1 – Definitions.

Agreement: means the agreement or other legal relationship, governed by and including these terms, conditions and policies, including the exhibits, between Provider and any third party regarding the access to and use of the Services, the Wallet Services or the Platform.

Confidential Information: means information regarding Provider's products or services, including but not limited to the Services, Wallet

Services, Platform, documentation, software, trade secrets embodied therein and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Is not considered to constitute confidential information: (a) the existence of the contract; (b) the information that is part of the public domain, without intervention or fault of the party that received it; (c) the information legally obtained from a third party that is not bound to any obligation of confidentiality or legal reserve; (d) the information legitimately known by one of the parties before its transmission in the context of the contract.

Credits: means the QORPO ltd credits, a virtual voucher or token, to be used exclusively on the

Platform as consideration for transactions regarding the exchange of digital items between Users of the Platform.

Cryptocurrency: a digital representation of value that is not issued or guaranteed by any state central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money, but is accepted by (legal) persons as a means of exchange and which can be transferred, stored and traded electronically, such as Bitcoin.

Fault: has the meaning set forth in Article 10.

Force Majeure: means any event or situation that is not reasonably foreseeable, beyond the reasonable control of a party, that cannot be reasonably avoided or overcome, and that makes it impossible for such party to fulfil, temporarily or permanently, its obligations hereunder in accordance with the terms of the Agreement. Force Majeure may include (but

shall not be limited to) the following events: a pandemic, war or an act of terrorism, sabotage or act of vandalism, telecommunication malfunctions, ISP downtimes, malware that reasonably could not be contained through the use if safety measures in line with industry standards (firewalls, virus scanners, etc.).

Intellectual Property Rights: means any intellectual property right or other (property) rights throughout the world, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights, arising under applicable law, contract, or otherwise, and whether or not registered, registrable or perfected, including rights in and to all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter

filed, issued or acquired; rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; rights in computer software and programs, source codes, or business methods; rights in materials; rights associated with trademarks, service marks, trade names, internet domain names, business names, logos, trade dress and the applications for registration and the registrations thereof; rights relating to the protection of trade secrets, know-how and/or other Confidential Information; design rights, whether registered or unregistered; and rights analogous to those in this definition and any and all other proprietary rights relating to intangible property.

Personal Data: means any information relating to an identified or identifiable natural person.

Platform: means the QORPO ltd digital marketplace, created and administered by Provider for the purpose of facilitating transaction between Users with regard to digital items.

Provider: means BV QORPO ltd, or any of its successors under applicable law, a company incorporated and existing under the laws of Belgium, with offices at QORPO ltd, Vajnorská 100 831 04 Bratislava - mestská časť Nové Mesto, Slovakia

Services: means all services, including any related products or deliverables, provided by Provider to a third party, including in particular Wallet Services and Services related to the Platform.

Term: means the duration of the Agreement.

Transaction: means a transfer of Credits or of any Cryptocurrencies facilitated through Wallet Services.

Wallet: means Provider's client software, a digital Cryptocurrency 'wallet' including but not limited to the iOS, Android and web-based versions thereof, and all materials related to such applications owned and developed by Provider and accessible by a User, in connection with the Services.

Wallet Services: means any service provided by the Provider in relation to the Wallet.

Website: means the website https://QORPO ltd.network and https://QORPO ltd.market and any other websites, including sub-domains, owned or operated by Provider from time to time.

User: means any third party that uses or is the beneficiary of any of the Services provided by Provider, including in particular the use of Wallet Services and of the Platform.

Exhibit 2 – Privacy and Data Protection.

1. Scope

This Exhibit 2 "Privacy and data protection" includes Provider's terms and conditions in respect of the processing of data (hereafter "Privacy Terms"). These Privacy Terms apply to Users and to any visitor of the Website or Platfom. They govern any processing of personal data in relation to the Services, Website or Platform. The processing of personal data under this Agreement is also subject to the provisions of the General Data Protection Regulation (GDPR) https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679&from=NL.

2. Entity responsible for processing User's personal data.

Provider is, when it collects and processes User's personal data, the controller for the processing of this data.

3. Data being processed.

The following information may be collected, processed and stored by Provider:

Directly identifying information may be processed by Provider, if User has provided Provider with this information (for example by communicating with Provider). User is not obliged to provide Provider this information or to agree with the processing thereof. However, in certain cases such communication will need to take place to ensure proper service provision or to comply with applicable laws.

In this context Provider :

a1) will process information required for the performance of the contract, such as: User's surname and first name, address, nationality. User's email address, User's phone number, User's VAT number, User's financial information.

a2) may process personal information required by law in the context of its "know your customer" obligations. In case User is a natural person: its surname, first name; date and place of birth, address; nationality; a copy of user's identity card or passport. In case User is a legal person the following personal information may be processed: for each member of the board of directors, the above listed personal data for natural persons and for each ultimate beneficiary person(s), the above listed personal data for natural persons.

a3) may process information voluntarily provided by User and used by Provider to increase security and verify user's identity; including for example a copy of user's utility bills.

Provider may process certain information in the course of visits to the Website, Platform or other internet-based Services, in particular:

b1) information concerning the pages that were consulted and the activities User's have undertaken via the Website, Platform or Wallet.

b2) identification information Users have provided voluntarily (for example by registering on the Website, Platform or subscribing to newsletters);

b3) certain non-directly identifying data, such as the type of browser or operating system that is used, the IP address or the technologies use for accessing the Website or Platform.

4. Purposes of the processing.

Provider can process personal data for (one of) the following purposes, based on one or more legal grounds:

To ensure the provision of the Services, User's information will be used to create his account and his Wallet, to verify his identity and his

status as contract party in the course of his use of the Wallet and Platform (in particular in case of recovery of his private key or to reset his login or pin code) or for performing our Services in the context of Transactions (and amongst others when you contact our service desk). Provider processes this data based on the legitimate interest it has in providing the Services in compliance with the agreement.

To comply with "know your customer" obligations imposed by law, the information under (A) above may be processed with a view to performing know your customer obligations imposed by law and any related reporting obligations. Provider processes this data based on the legitimate interest it has in complying with the law.

To ensure the technical and functional management of the Website and Platform and the provision of the ordered Services, the information under B) may be processed to ensure the good functioning of the Website,

Platform and the Services and to enhance their use. Provider processes this data based on the legitimate interest it has in providing a good functioning Website and Services.

To inform Users about our events, about developments related to subjects that might be of interest to Users and about our services, or for direct marketing purposes, Provider processes the data under (A) and (B) based on his explicit consent and Provider's legitimate interest to keep its clients informed of its activities and services.

To answer User's questions and job inquiries, Provider processes the data under (A) or (B) based on User's explicit consent, User's contractual relationship with us or his request to take steps prior to entering into a contract.

5. Third-party access to User's personal data.

Provider may rely on the services provided by third parties to perform certain (processing) activities.

Provider uses in the context of its Services servers that are rented from a third party and that are located at the premises of this third party. This third party has no access to the data hosted on these services.

Provider may provide User's data as mentioned under A.2 to a subcontractor who will provide to Provider the services of performing the know-your-customer verifications based on Provider's instructions. User hereby agree to the provisions of his data mentioned under A.2 to such a subcontractor for the purpose mentioned.

Provider may, upon User's request and with his consent, transfer User's personal data under 4.A) to third parties in the context of the integration of User's Wallet with other IT-applications. In this case, User will be requested via appropriate technical means to provide his consent with such transfer and User will

conclude directly with such third party the required data processing agreements. Provider will enter into the necessary processing agreements with these third parties (if required) and will use its best efforts to ensure that they contain similar provisions on data protection as contained in this Privacy Policy and that they guarantee the same level of security and confidentiality of his personal data.
Provider does not provide any personal data to other third parties, except if required by law or by an order of a competent court or regulatory authority to do so.

6. Protection and storing of User's personal data.

Provider undertakes to implement the security measures, which can reasonably be expected in order to protect User's personal data from destruction, loss, modification or any other unauthorized processing.

In particular, Provider will amongst others implement the following security measures:

A) Technical security measures

User data is stored on a server with no public IP address. Only specific servers are able to contact this server in a separate private network.

SSH connection to public servers can only be done from the (virtual) private network of QORPO ltd.
User passwords are always hashed (not stored in plain text). User data is stored in a database with access control and all user data (which is inside the database) is encrypted at rest.

B) Operational security measures.

Access to user data is restricted to certain team members and can be revoked at any time.

Provider will not store any of User's personal data any longer than is necessary for the specific purposes for which it is stored, taking into account Provider's contractual and legal obligations with regard to this data and Provider's mission to correctly answer customer questions and to provide the Services in compliance with the Agreement.

7. Exercise of personal rights related to User's personal data.

User have the following rights in respect of User's personal data being processed by Provider:

- the right to request free access to the personal data processed;

- the right to request the correction or removal of User's data;

- the right to request a restriction of the processing;

- the right to request the portability of User's data; and

- the right to object to the processing of User's personal data (in the case of direct marketing without any substantiation).

In case the processing of your personal data is based on your consent, User has the right to revoke this consent at any time. However, such a revocation does not affect the lawfulness of any processing prior to this revocation.

If User intends to use any of its abovementioned rights, please do so by directing User's request to info@qorpo.co or by a letter to Provider (see address below). Provider cannot handle User's request without proof of User's identity and the applicable legislation may impose conditions on exercising the above rights.

Provider will request a copy of User's identification document as proof that User are

indeed concerned by the personal data and thus entitled to rights mentioned above.

Provider will use its best efforts to respond to User's request without undue delay after receipt of User's request.

User should bear in mind that Provider will not always be obliged to comply with a request for access, correction, removal or transfer, taking into consideration the requirements related to the establishment, exercise or substantiation of a legal claim or the legitimate exercise of the right of freedom of expression and / or information.

User also has the right to file a complaint with the Data Protection Authority. Such a complaint can be filed either by post directed at Rue de la Presse 35, 1000 Brussels or through an e-mail to commission@privacycommission.be

8. Cookies

QORPO ltd may use "cookies" when You visit the Website. A cookie is information sent from a web-server to your web-browser, and which is placed on your hard-drive. Cookies permit our website to recognize future visits using your computer. Cookies enhance the convenience and use of our website. You may choose to decline cookies if your browser permits, but doing so may affect your use of the Website and your ability to access or use certain web features. We will use the following cookies:

A) Functional cookies

Provider uses functional cookies, Keycloak, which save the session-ID as well as the information consulted during the session. They are necessary to ensure the adequate functioning of our website. These cookies make sure You will be timely and correctly provided with the information desired each time You will visit the Website. We do not request Your consent for using these functional cookies. The information gathered through these functional

cookies shall not be passed on to any third party.

B) Analytical cookies
Analytical cookies, the _ga and _gid cookies of Google Analytics enable Provider to analyze the use that is being made of the Website. They allow us, for example, to register how frequently the Website is being visited by different visitors, through which pages users access the Website and which pages of the website are visited most. The device You use to visit the Website, is accorded a randomly generated identification number, which is used by Google's servers to compute the statistics. Google will not use the generated identification number for its own purposes and will not link it to other data in its possession. Provider shall not install tracking cookies without requesting Your prior consent. ..

C) Tracking cookies
Tracking cookies allow Provider to monitor your online activities on the Website. They enable

Providers and advertisers to provide You with personalized online advertisements and tailor-made content based on your online activities on the Website. Provider shall not install tracking cookies without requesting Your prior consent.

D) Social media plug-in cookies

Social media plug-in cookies are used to enable Provider to display content of social media on the Website. Provider shall not install social media cookies without requesting Your prior consent. Please consult the applicable cookie and privacy policies and settings of the respective social media providers you give consent to.

9. Contact details.

For any questions regarding this policy or your rights hereunder, please contact:

BV QORPO ltd, IOI CORPORATION s. r. o. Vajnorská 100 831 04 Bratislava - mestská časť Nové Mesto, Slovakia

E-mail: info@qorpo.co

10. Template cancellation form.

Any cancellation or withdrawal must be sent to the registered address of provider. The template cancellation for is included below.

I hereby give notice that I withdraw from my contract for the following:

- [INSERT ORDER ID, ITEM SERVICE]

- Ordered on [INSERT DATE] / received on [INSERT DATE]

- Name of user;

- Address of user;

- Email address of the user (optional);

- Date;