

# Terms and Conditions

These legally binding Terms and Conditions (the “Terms”) constitute an agreement enforceable by law (the “Agreement”) between you and RICHMINT DIGITECH SERVICES OU, a company incorporated in Estonia, with registry code 16335932 and its registered office at Parnu Maakond, Parnu Linn, Papiniidu TN 5-706, 80042, Estonia (“RICHMINT”, “we”, “us” and/or “our”) governing your access to and use of the RichMint website, including any subdomains thereof, and any other websites through which RICHMINT makes its services available (collectively, “Site”), our mobile, tablet and other smart device applications, and application program interfaces (collectively, “Application”) and all associated services (collectively, “RICHMINT Services”). The Site, Application and RICHMINT Services together are hereinafter collectively referred to as the “RICHMINT Platform”.

## 1. RichMint Services

- 1.1 The RICHMINT Platform enables registered users (“Members”) to avail RICHMINT Services.

## 2. Usage of RICHMINT Platform

- 2.1 In order to access and use the RICHMINT Platform or register an RICHMINT Account you must be an individual at least 18 years old, and able to enter into legally binding contracts.
- 2.2 Access to and usage of the RICHMINT Platform is subject to completing a verification process for which KYC documents shall be required.

## 3. Account Registration

- 3.1 You may be required to register an account (“RICHMINT Account”) to access and use certain features of the RICHMINT Platform. If you are unable to register, RICHMINT shall create the same for you.



- 3.2 You can register an RICHMINT Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google.
- 3.3 You must provide accurate, current and complete information during the registration process and keep your RICHMINT Account up-to-date at all times.
- 3.4 You may not register more than one (1) RICHMINT Account unless RICHMINT authorizes you to do so. You may not assign or otherwise transfer your RICHMINT Account to another party.
- 3.5 You are responsible for maintaining the confidentiality and security of your RICHMINT Account credentials and may not disclose your credentials to any third party.

## 4 **CONTENT**

- 4.1 RICHMINT may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the RICHMINT Platform (“Member Content”); and (ii) access and view Member Content and any content that RICHMINT itself makes available on or through the RICHMINT Platform, including proprietary RICHMINT content and any content licensed or authorized for use by or through RICHMINT from a third party (“RICHMINT Content” and together with Member Content, “Collective Content”).
- 4.2 The RICHMINT Platform, RICHMINT Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other applicable laws. You acknowledge and agree that the RICHMINT Platform and RICHMINT Content, including all associated intellectual property rights,



are the exclusive property of RICHMINT and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the RICHMINT Platform, RICHMINT Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of RICHMINT used on or in connection with the RICHMINT Platform and RICHMINT Content are trademarks or registered trademarks of RICHMINT in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the RICHMINT Platform, RICHMINT Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

- 4.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the RICHMINT Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by RICHMINT or its licensors, except for the licenses and rights expressly granted in these Terms.
- 4.4 Subject to your compliance with these Terms, RICHMINT grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the RICHMINT Platform and accessible to you, solely for your personal and non-commercial use.
- 4.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the RICHMINT Platform, you grant to RICHMINT a non-exclusive, worldwide, royalty-free, irrevocable,



perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the RICHMINT Platform, in any media or platform.

- 4.6 You are solely responsible for all Member Content that you make available on or through the RICHMINT Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the RICHMINT Platform or you have all rights, licenses, consents and releases that are necessary to grant to RICHMINT the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or RICHMINT's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 4.7 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any RICHMINT policy.



## 5 Taxes

- 5.1 Tax regulations may require us to collect appropriate tax information from you.

## 6 Prohibited Activities

- 6.1 You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the RICHMINT Platform. In connection with your use of the RICHMINT Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms;
- use the RICHMINT Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies RICHMINT endorsement, partnership or otherwise misleads others as to your affiliation with RICHMINT;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the RICHMINT Platform in any way that is inconsistent with RICHMINT’s policies or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the RICHMINT Platform in connection with the distribution of unsolicited commercial messages (“spam”);
- misuse or abuse any services associated with the RICHMINT Platform.
- use, display, mirror or frame the RICHMINT Platform or Collective Content, or any individual element within the RICHMINT Platform, RICHMINT’s name, any RICHMINT trademark, logo or other proprietary information,



or the layout and design of any page or form contained on a page in the RICHMINT Platform, without RICHMINT's express written consent;

- dilute, tarnish or otherwise harm the RICHMINT brand in any way, including through unauthorized use of Collective Content, registering and/or using RICHMINT or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to RICHMINT domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the RICHMINT Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by RICHMINT or any of RICHMINT's providers or any other third party to protect the RICHMINT Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the RICHMINT Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the RICHMINT Platform;
- violate or infringe anyone else's rights or otherwise cause harm to anyone;
- usage for any purposes which are unlawful and/or immoral and/or require registration or licensing under the applicable laws;
- usage for commercial, business, industrial or manufacturing activities; or,
- causing damage.



## 7 Termination

- 7.1 Without limiting our rights specified below, RICHMINT may terminate this Agreement for convenience at any time by giving you a notice via email to your registered email address.
- 7.2 RICHMINT may immediately, without notice, terminate this Agreement and/or stop providing access to the RICHMINT Platform if (i) you have materially breached your obligations under these Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) RICHMINT believes in good faith that such action is reasonably necessary to protect the personal safety or property of RICHMINT, its Members, or third parties (for example in the case of fraudulent behavior of a Member).
- 7.3 In addition, RICHMINT may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the RICHMINT Account registration or thereafter, or (iv) RICHMINT believes in good faith that such action is reasonably necessary to protect the personal safety or property of RICHMINT, its Members, or third parties, or to prevent fraud or other illegal activity:
- refuse to surface, delete or delay any Ratings, Reviews, or other Member Content;
  - limit your access to or use of the RICHMINT Platform;
  - temporarily or permanently revoke any special status associated with your RICHMINT Account;
  - temporarily or in case of severe or repeated offenses permanently suspend your RICHMINT Account and stop providing access to the RICHMINT Platform.



In case of non-material breaches and where appropriate, you will be given notice of any intended measure by RICHMINT and an opportunity to resolve the issue to RICHMINT's reasonable satisfaction.

11.5 If we take any of the measures described above, you will not be entitled to any compensation.

## **8 Liability**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the RICHMINT Platform and Collective Content, or any other interaction you have with other Members whether in person or online remains with you. Neither RICHMINT nor any other party involved in creating, producing, or delivering the RICHMINT Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the RICHMINT Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the RICHMINT Platform, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not RICHMINT has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

## **9 Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at RICHMINT's option), indemnify, and hold RICHMINT and its affiliates and subsidiaries,



including but not limited to, RICHMINT Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our policies or standards, (ii) your improper use of the RICHMINT Platform or any RICHMINT Services, (iii) your interaction with any Member, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, or (iv) your breach of any laws, regulations or third party rights.

## **10 Applicable Law and Jurisdiction**

10.1 These Terms will be interpreted in accordance with the laws of Estonia; and, any dispute, controversy, or claim arising out of, or in connection with, this policy, shall be finally settled by arbitration in accordance with the Rules of Arbitration Court of the Estonian Chamber of Commerce and Industry (“AC-ECCL”). The number of arbitrators shall be one and shall be appointed by AC-ECCL; the seat of the arbitration shall be Tallinn, Estonia; and the arbitral proceedings shall be conducted in English language. The decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

## **11 General Provisions**

11.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between RICHMINT and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between RICHMINT and you in relation to the access to and use of the RICHMINT Platform.



- 11.2 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.
  - 11.3 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.
  - 11.4 RICHMINT's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
  - 11.5 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without RICHMINT's prior written consent. RICHMINT may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion.
  - 11.6 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by RICHMINT via email, RICHMINT Platform notification, or messaging service (including SMS and WhatsApp).
  - 11.7 RICHMINT reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the RICHMINT Platform. We will also provide you with notice of the modifications by email before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the RICHMINT Platform will constitute acceptance of the revised Terms.
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