

## Terms of use

Newly registered User expressly confirms and warrants that he is at least 18 years or older, fluent in English Language and is legally fully eligible to accept this Disclaimer of the GetOn Platform. Please read carefully the following Terms of Service (hereinafter: "Terms") of the Geton Platform (hereinafter: "Platform"), that is operated by Geton d.o.o., Gosposvetska cesta 4a, 1000 Ljubljana (hereinafter: "Operator").

If you do not agree with the Terms or you find yourself excluded by any condition or requirement provided herein, we ask you not to register and not to use the Platform and to deem any information, links or content contained on, provided by or sent by the Platform and/or the Operator immaterial and unrelated.

By registering and using the Platform, you automatically give your consent to the Terms, Privacy Policy, Security Policy and Transaction Recovery, individually and in full, all being an integral part of the Terms.

The Terms prevail above any subordinated documents, if not exclusively defined otherwise.

Your acceptance of the Terms constitutes an agreement (hereinafter: "Agreement") to abide by each of the terms and conditions set out in the Terms, as provided below, and has the legal effect of a legal contract between you and the Operator.

You shall be bound by the Terms from the time you register and throughout your use of the Platform and/or each time you login into the Platform.

- 1.1. Unless otherwise expressly provided, any service where you engage in digital asset trading activities, including but not limited to the digital asset transactions, provided by the Operator (hereinafter "Service") shall be governed by the Terms.
- 1.2. Upon your logging into the Platform or using any Services offered by the Platform or engaging in any other similar activity, it shall be deemed that you have understood and fully agreed to all the terms and conditions of these Terms, including any and all changes, modifications or alterations made in accordance with section 7.10. (Validity and Change).
- 1.3. You understand that this Platform is only intended to serve as a venue of transactions for you to obtain digital asset information, find trading counterparties, negotiate on and effect transactions of digital assets. Neither the Platform nor the Operator, if not mentioned specifically, participate in any of your transactions, and you shall carefully assess the authenticity, legality and validity of the relevant digital assets and/or information, and solely bear the responsibilities and losses that may arise therefrom.
- 1.4. The Operator will take reasonable measures to ensure the accuracy of the information on the Platform; however, the Operator does not guarantee the degree of such accuracy, or bear any loss arising directly or indirectly from the information on the Platform or from any delay or failure caused by a failure to link up with the internet, transmit or receive any notice or information.
- 1.5. All opinions, information, discussions, analyses, prices, advice, and other information on this Platform are general market reviews and do not constitute any investment advice. The Operator does not bear any loss arising directly or indirectly from reliance on the above-mentioned information, including but not limited to any loss of profits.
- 1.6. Depending on your country of residence, you may not be able to use the Platform at all or may be limited in the use of its functions and functionalities. It is your responsibility to follow the legislation and other binding rules in your country of residence and/or the country from which you access this Platform and use the Operator's services, as the legality of your usage does not lie with the Operator but with you to fully comply with the applicable laws. Should the need arise, the Operator may, in order to ensure compliance with applicable laws, prevent the usage of the Platform for certain nationals or tax residents.
- 1.7. The content of this Platform may be changed from time to time, and at any time, without prior notice. Such changes do not constitute a change of Terms.
- 1.8. Amendments, changes, modifications, or other sorts of changes to fees or policies do not constitute a change of Terms.
- 1.9. The Operator will not provide any replies to messages outside the support if it does not find them relevant, notwithstanding specific inquiries, or emails provided in general. This may not imply that no action has been taken. Therefore, please do not re-send or escalate.
- 1.10. All headings herein are exclusively for the convenience of wording and are not intended to expand or limit the content or scope of the Terms.

- 1.11. For the purpose of the Terms, the following definitions apply:
- 1.11.1. Anti-Money Laundering (hereinafter: "AML") means a set of internal and legal controls and checks that are broadly implemented, especially but not limited to the financial industry and other regulated entities, to prevent, detect, and report suspicious behavior and potential money laundering activities to supervising bodies;
  - 1.11.2. Base Currency represents how much of the Counter Currency is needed for you to get one unit of the Base Currency. Currencies constituting a currency pair (i.e. Base and Counter Currency) may be separated with a slash character, period, dash or nothing, subject to the Platform's sole discretion;
  - 1.11.3. Country of Residence means the place of your home or dwelling;
  - 1.11.4. Cryptocurrency means a digital asset designed to work as a medium of exchange that uses cryptography to secure its transactions;
  - 1.11.5. Discontinuing Action means an action by the Operator, at its own discretion, to temporarily or permanently cancel or restrict opening or access to an account or freeze or suspend an account, if, including but not limited to, someone who purports to register or to have registered fails to abide by the applicable laws, has engaged or might have engaged with actions, illegal activities or wrongdoing, targeted primarily against the Platform or third parties, or dismisses, disavows or fails to comply with the Terms at any time. In any case, the Operator is by such action released from any legal or financial responsibilities or claims to any party against which such Discontinuing Action has been carried out, including but not limited to losses of profit, goodwill, reputation, usage or data or any other intangible losses;
  - 1.11.6. Fair Usage Policy: Services offered by the Platform are costly, and to keep many services free of charge to the users, the Operator may set a threshold above which such services become subject to a fee;
  - 1.11.7. False Transaction means accidental, erroneous, incorrect or unintentional orders or instructions getting placed or being executed, but not limited to inputs outside typical market parameters, opposite trade direction, sizable or wrong crypto asset chosen, or wrong destination address withdrawal;
  - 1.11.8. Directive EU 2018/843 means the Directive of the European Parliament and of the Council of 30 May 2018 amending Directive 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (hereinafter: "MLD5"), and Directive EU 2015/849 means the Directive of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (hereinafter: "MLD4"), whereas any of aforementioned also Money Laundering Directive (hereinafter: "MLD"); and PMLTFA means Slovene Prevention of Money Laundering and Terrorist Financing Act;
  - 1.11.9. Money laundering has the meaning as defined in Article 1 (3) and (4) of MLD4 and Article 2 (1) of PMLTFA (hereinafter: "Money Laundering");
  - 1.11.10. Terrorist financing has the meaning as defined in Article 1 (3) and (4) of MLD4 and Article 2 (2) of PMLTFA (hereinafter: "Terrorist Financing");
  - 1.11.11. Know Your Customer means a process of identifying and verifying the true identity of the client, User or business partner, also defined in Article 16 of PMLTFA (hereinafter: "KYC");
  - 1.11.12. Persons known to be close associates has the meaning as defined in Article 3 (11) of MLD4 (hereinafter: "PKCA");
  - 1.11.13. Politically exposed person has the meaning as defined in Article 3 (9) of MLD4 and in Article 61 of PMLTFA (hereinafter: "PEP");
  - 1.11.14. General Data Protection Regulation means the Regulation (EU) 2016/679 of the European Parliament and of the Council, dated April 26, 2018, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: "GDPR");
  - 1.11.15. GDPR Controller and GDPR Processor have the meaning as defined in Article 4 (7) and (8) of GDPR, respectively;
  - 1.11.16. Personal data has the meaning as defined in Article 4 (1) of GDPR;
  - 1.11.17. Supervisory Authority has the meaning as defined in Article 4 (21) of GDPR;

- 1.11.18. Official Language for the purpose of operating this Platform and for the purpose of communication is English. The Operator may always request that you provide data, documentation, or communication in the Official Language or additionally in Slovene Language. If you do not possess such documentation, a certified translation must be provided. Notwithstanding the aforementioned, accepting data, documentation or communication in a language different than the Official Language or additionally in Slovene Language is at the Operator's sole discretion, and the Operator is not obliged to provide any explanation or reasons to permit or reject the acceptance of anything in a language different than the Official Language, whatsoever;
- 1.11.19. Tokens are genuine representations and can represent basically any asset that is fungible and tradeable, from commodities to loyalty points to other cryptocurrencies;
- 1.11.20. Transaction Fees means all fees which are collected by the Platform on any transaction you may commence, initiate, execute, propose or request, including but not limited to Deposits, Withdrawals, Trades or other transactions made possible on the Platform (hereinafter: "Transaction Fees"). Transaction Fees are explained on geton.exchange platform;
- 1.11.21. Two-factor Authentication or 2FA means a second layer of security where you, in addition to your username and password, which is something that you know, enter a random number generated by an algorithm provided via SMS, voice call or through an application installed on your mobile device, which is something that you receive (hereinafter "2FA");
- 1.11.22. User means a natural person, as stipulated by the Terms, who has concluded the registration process by validating an email.
- 1.11.23. User can also represent legal entity. In this case user must be legal representative. Also, additional documents with company registration must be provided (Identification Number and Tax Number). Depending on your country of incorporation or registered office address, you may not be able to use all the functions of the Site or Services. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access Geton platform.

## 2. General

- 2.1. The Platform provides Services as stipulated in section 1.3 (Introductory Provisions). To use the Services, you must register, and must abide by the Terms and the generally applicable legislation.
- 2.2. This Platform does not provide any services related to acceptance, handling, manipulation, replenishment, or withdrawal of the legal currency of any country, nor does it issue electronic money in connection to such legal currencies.
- 2.3. Notwithstanding the aforementioned, the Platform collects fees from trades and selected Services explained on geton.exchange platform.
- 2.4. Whenever you browse to place an order with the Platform, irrespective of buy or sale order, you shall read all the content in the transaction information, including but not limited to the price, consignment, handling fee, and buying or selling direction, and you shall accept all the contents contained in the transaction information before you may click on the button to proceed with the transaction, and it shall be deemed that you authorize the Platform to broker your interest and publicly display it on the Platform or match it against the interests of others, potentially executing a transaction between you and the parties providing an opposite interest.
- 2.5. The Operator reserves the right to modify, suspend or terminate the Services offered, at any time, and may do so without prior notice to you. If it terminates one or more of the Services offered, such termination will take effect at the time of the announcement.
- 2.6. The Operator shall take necessary technical means and management measures to ensure the normal operation of this Platform, shall provide the necessary and reliable trading environment and transaction services, and shall maintain the order of digital assets trading.

## 3. Support

- 3.1. Support is available and offered to Users only.

## 4. Eligibility to Register

- 4.1. Only users described in 1.11.22 and 1.11.23 may register to use the Platform.
- 4.2. You confirm that you are an individual of 18 years or above, provided that you assume legal control over yourself, your actions and your decisions, are fully responsible for all the activities you do and that

you act with the capacity to abide by the laws (hereinafter: "Capacity to Act"). You also confirm if you are representing legal entity that you are legal representative.

4.3. The following Restriction from Use applies:

Nationals, residents, tax residents, and legal entities restricted from using the Platform:	United States of America (*) (**) (***)
	Afghanistan, The Bahamas, Botswana, Democratic People's Republic of Korea, Ethiopia, Ghana, Iran, Iraq, Libya, Nigeria, Pakistan, Panama, Samoa, Saudi Arabia, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, Yemen (****)

(\*) Includes also insular areas: Puerto Rico, Guam, Northern Mariana Islands, U.S. Virgin Islands and American Samoa

(\*\*) Due to the nature of the Foreign Account Tax Compliance Act (FATCA).

(\*\*\*) For USA users a new company with BitLicence will be registered in near future in Delaware, USA.

(\*\*\*\*) Countries identified as jurisdictions having strategic deficiencies in their regime on anti-money laundering and countering terrorist financing under article 9 of Directive (EU) 2015/849, pursuant EU Delegated Regulation (C(2019) 1326) and Annex to the Delegated Regulation (C(2019) (February 2019).

4.4. If you do not have the Capacity to Act or fall within the Restrictions to Use at the time of registration or at any time thereafter, you are not allowed to continue with registration or, if being registered, access the account or use the Platform, regardless of the reasons. If you fail to comply, the Operator is free to announce a Discontinuing Action against you.

5. Registration

5.1. Only one email address may be associated with one account on the Platform at a time.

5.2. For registering and opening an account, you must provide your email address and acknowledge that you have read, understood and accepted the Terms, which you will abide by throughout the time of using the Platform.

5.3. A validation email request will be sent to the provided email address. Once confirmed, the account becomes activated and you become a User.

5.4. Once you have filled in the information, confirmed that you have read, understood, and accepted the Terms, and confirmed the validation email, you shall be deemed to have concluded the Agreement. From this point onwards, you must, at all times, use the services of the Platform in accordance with the Terms. Any breach or violation may result in an announcement of a Discontinuing Action against you.

6. Accounts

6.1. Every User receives a main account upon registration. You may add subaccounts which are segregated and may be used at your sole discretion.

6.2. Transfers are possible only to the main account. Withdrawals are possible from main or subaccounts individually. Transfer amongst accounts is possible, up to the funds held and free of charge.

6.3. The Accounts and Services provided may only be used by you. If you fail to comply, waive credentials, or provide access to any third parties, irrespective of their nature or reasons to access, the Operator is free to announce a Discontinuing Action against you.

7. Login

7.1. You must use credentials for login.

7.2. You may be required to use a password of a certain strength and to change it periodically.

7.3. To increase your security, the Platform offers 2FA to login, and you are welcome to use it; however, the Platform may enforce its use.

7.4. By logging in or accessing the Platform, you confirm that you have the Capacity to Act, are abiding by the Restriction to Use and are consenting to the Terms.

## 8. Trading on the Platform

- 8.1. You may only trade with crypto assets that you have in your account.
- 8.2. Trading between your accounts is possible, but subject to fees.
- 8.3. Minimum Order Size may apply.
- 8.4. A False Transaction is subject to Transaction Recovery.
- 8.5. Fees for the buyer are payable in the Base Currency, whereas for the seller in the Counter Currency.

## 9. Managing Transfers and Withdrawals

- 9.1. Transfers and withdrawals are subject to the Transaction Fees as provided on [geton.exchange](https://geton.exchange) platform.

## 10. AML and KYC Policy

- 10.1. The Operator is enforcing the KYC process to comply with AML laws, specifically to combat the exchange, transfer or use of funds originating from criminal or fraudulent activity, identity theft, tax evasion or money laundering, and to prevent their further use in criminal or terrorist activities and financing.
- 10.2. User is designated an entry Tier at registration which may be upgraded.
- 10.3. The Operator may request you to upgrade (hereinafter: "Obligatory Upgrade") at any time if you meet certain thresholds based on the internal policy. Failure to comply with such a request may temporarily restrict you from using the account, may result in freeze of funds and, terminally, trigger announcement of Discontinuing Action against you.
- 10.4. Upgrading your Tier may also be voluntary (hereinafter: "Voluntary Upgrade") when you meet thresholds. Ability to Voluntary Upgrade becomes visible in the account section.
- 10.5. Any data and/or documentation you provide, or you are requested to provide, at any stage, must be yours, accurate, complete, truthful and valid. If any information and/or documentation you have provided is inaccurate or becomes obsolete, you have an obligation to promptly amend, change, modify or report, and, if so required, even undergo re-verification.
- 10.6. The Operator reserves the right to redefine Verification Levels without prior notice and may implement new or additional policies or requirements which may also result in downgrading your existing Tier or request Obligatory Upgrade.
- 10.7. You agree that if you fail to provide accurate, complete, truthful and valid information and/or documentation, or the latter turn to be invalid over time, are downgraded or you fail to achieve a desired Verification Level or be requested Obligatory Upgrade, you may be limited from trading, transacting, depositing or withdrawing.
- 10.8. For the purpose of AML you should always keep records to provide material evidence for the purpose of the Operator's check or verification, included but not limited to proof of funds and proof of wealth, nature of the source of deposit or reasons to withdraw or the identity of the destination beneficiary.
- 10.9. The Operator may initiate an inquiry, where you bear the burden to prove the origin of funds, provided such funds belong to you or you have the mandate to possess them and have legal proof of their ownership, and reasons to transact them to the Platform. Failure to comply with such a request may temporarily restrict you from using the account, may freeze your funds or trigger an announcement of Discontinuing Action against you.
- 10.10. You agree to take appropriate actions to secure your interests or you shall be solely responsible for being limited, or experiencing any loss, and will not hold the Operator liable nor responsible for any limitation against you or losses arising from such limitations.
- 10.11. You hereby acknowledge, consent and authorize the Operator to, directly or through third parties, make any inquiries it considers necessary, to verify your identity and to protect the integrity of the Platform, included but not limited to query identity information contained in public reports or verify them against authoritative sources, to query information associated with you and to take action it reasonably deems necessary based on the results of such inquiries and reports. You further acknowledge and consent third parties use and any communication to and from third parties are bound by the Privacy Policy.

10.12. The Operator may, if required under MLD or acting upon its sole discretion, bring attention to, provide data, or collaborate in any way with authorities defined by MLD. Such activity may be triggered by reported or identified abuse, monitoring of transactions or suspicious activity, individually or collectively, or if requested by authorities defined by MLD or law enforcement authorities and agencies.

## 11. Risks

11.1. Trading with cryptocurrency is highly risky. Always use your clear judgement.

11.2. You must be willing to accept high risks and to ascertain that your personal financial position may not be jeopardized by buying, selling, trading, transacting, or manipulating cryptocurrencies and tokens.

11.3. Prices can and do fluctuate over time. Such price fluctuations may substantially increase or decrease the value of your assets at any given moment, which may be stressful or generally not suitable for the vast majority of people. There is an inherent risk that losses will occur as a result of buying, selling or trading, and that you may generate losses and that certain cryptocurrencies or tokens may even become worthless.

11.4. If you have any doubts, you are advised to seek assistance from a financial adviser prior to using the Platform, registering, buying, selling, trading, and transacting.

11.5. Unlike most currencies, which are backed by governments or other legal entities, or commodities, being physical in nature, such as oil, gold or silver, cryptocurrencies are of a unique type, backed solely by technology and trust. There is no central bank that can issue more currency or take corrective measures to protect the value of cryptocurrencies in a crisis. Instead, cryptocurrencies are as yet an autonomous and largely unregulated global system of currency firms and individuals. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

11.6. Cryptocurrencies and tokens often experience unexpected price changes, following the general sentiment of the community or a drop in confidence imposed by governmental statements or actions, including crackdowns on illegal activities, legislative changes, technical issues on the network, statements from the general public, high profile individuals or institutions, or the creation of competitive and/or alternative currencies. Such actions may lead to either a substantial drop in demand or supply, which may result in significant price changes, significantly changing the value of the assets.

11.7. There may be other risks currently not foreseen by the Operator that may be reflected in future price changes and market developments; thus, you should be alert at all times to promptly adjust your individual risk profile to such changes.

## 12. Effectiveness of the Agreement

12.1. The Agreement between you and the Operator shall enter into force when you click through the registration page of the Platform, where you acknowledge, understand and give consent to the Terms, and you verify the provided registration email, and it shall be binding throughout your use of the Services and Platform.

## 13. Limitation and Exclusion of Liability

13.1. The Operator cannot control the quality, security or legality of the digital assets involved in any transaction, the truthfulness or accuracy of the transaction information, or the capacity of the parties of any transaction to perform their obligations under the transaction documents.

13.2. You shall cautiously make judgements on your own about the truthfulness, legality and effectiveness of the digital assets and information in question, and solely undertake any liabilities and losses that may be caused thereby.

13.3. Unless expressly required by the applicable laws, the Operator shall not have any duty to conduct a preliminary review of the information data, transaction activity or any other transaction related issues of any users.

13.4. The time to deposit and withdraw depends on network congestion and committed fees by transmitters and may, in certain situations, be lengthy, and the Operator shall not, in any case, be liable or responsible for any delays or losses incurred by transaction times, which may arise from funds being received or withdrawn, including but not limited to your or the Operator's decisions, commitments or settings for deposit or withdrawal rails.

- 13.5. The Operator does not have any responsibility or obligation to process deposits or withdrawals or any other transactions within any specified time interval, or liability from any delays or losses incurred by such right that may arise from funds not being executed, transferred or processed during the period of such deferral.
  - 13.6. The Operator does not make any explicit or implicit warranties regarding your use of the Services offered by the Platform, including but not limited to the applicability, freedom from error or omission, consistency, accuracy, reliability, and applicability to a specific purpose of the Services. Furthermore, the Operator does not make any commitment or guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technology and the information covered by the Services offered by this Platform. Whether to log in to this Platform or use the Services is your personal decision, and therefore, you shall bear all the risks and possible losses, costs, etc., arising from such decision.
  - 13.7. The Operator disclaims any express or implied warranty with regard to the Services, including but not limited to applicability, freedom from error or omission, continuity, accuracy, reliability or fitness for a particular purpose, and disclaims any promise or warranty with regard to the effectiveness, accuracy, correctness, reliability, quality, stability, completeness and timeliness of the technology and information involved by the Services or the Platform.
  - 13.8. You are fully aware that some information on the Platform that is published or provided by Users on their own may contain risks or defects. The Operator specifically excludes its liability in regard to such information.
  - 13.9. The Operator does not make any explicit or implicit warranties in connection with the market, value, and price of digital assets. You understand and acknowledge that the digital asset market is unstable, that the price and value of assets may fluctuate or collapse at any time, and that the transaction of digital assets is based on your personal free will and decision, and therefore, you shall assume any and all risks and losses that may possibly arise therefrom.
  - 13.10. The Operator does not make any explicit or implicit warranties in connection with software, hardware or the internet, their availability and reliability, and the Operator specifically excludes any liability in regard to any distortion, delay and link failure.
  - 13.11. The Operator cannot be held liable for any failure or delay of Services resulting from regular equipment maintenance of the information network, connection error of the information network, error of computers, communication or other systems, power failure, strike, labor disputes, riots, revolutions, chaos, insufficiency of production or materials, fire, flood, tornado, blast, war, governmental acts or judicial orders, other acts that are not within our control or beyond our ability to control, or due to causes on the part of third parties or Act of God or force majeure. The Operator shall not assume any responsibility for such failure to provide Services or delay in providing Services, or for the resultant loss you may sustain as a result of such failure, delay or act.
  - 13.12. You agree to indemnify and hold harmless the Operator, its contractors, its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees and court fees, arising out of your use of the Platform and Services, including but not limited to your violation of the Terms and the Agreement.
  - 13.13. Under any circumstance, the Operator's liability for your damage will not exceed the total cost incurred by your three (3) months' use of the Services offered by this Platform.
  - 13.14. The Operator provides the Services in an "as is" and "commercially available" condition.
14. Prohibition
- 14.1. It is prohibited to use this Platform and Services for any illegal activities, such as money-laundering, smuggling, commercial bribery, etc. Upon uncovering any such illegal activities, the Operator will adopt all available measures, including but not limited to initiating Discontinuing Actions, notifying the relevant authorities and similar, and the Operator shall not be liable or responsible for any consequences or liabilities towards you and your funds arising from such actions by you.
  - 14.2. If it is later revealed that you should not be permitted to use the Platform or that you are in any breach of the Terms or in violation of the applicable laws, the Operator may, at its own discretion, temporary or permanently suspend you from accessing and/or using your account until the issue is cured or may terminate your account irreversibly by triggering a Discontinuing Action against you, which means losing your funds permanently.

14.3. During any transaction with other members, you will act in good faith, will not take any acts of unfair competition, will not disturb the normal order of online transactions, and will not engage in any acts unrelated to online transactions.

14.4. You shall not use any data provided by the Platform or the Operator within the Services for commercial purposes, including but not limited to using any data displayed on the Platform through copying, dissemination or any other means without prior written consent from the Operator.

#### 15. Intellectual Property

15.1. All intellectual achievements included in this Platform, including, but not limited to, website logos, databases, website design, text and graphics, software, photos, videos, music, sounds and the intellectual property rights of software compilation, associated source codes and software (including small applications and scripts) and any combinations of the aforementioned are the sole property of the Operator and are protected by copyright, trademark and other intellectual property rights arising from the applicable laws. You may view, print and/or download a copy of the materials from the Platform onto any single computer solely for your personal, informational and/or non-commercial use, provided that you comply with all copyright and other proprietary notices.

15.2. The trademarks, service marks and logos of the Operator and other providers and/or vendors used on the Platform ("Trademarks") are the sole property of the Operator or their respective owners. The software, text, images, graphics, data, prices, trades, charts, graphs, video, and audio used on this Platform belong to the Operator. The Trademarks and any materials provided should not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected, or distributed in any form or by any means, whether manual or automated.

15.3. The use of any such materials on any other website or networked computer environment for any other purpose is strictly prohibited. Any such unauthorized use may violate copyright, trademark and other intellectual property rights arising from the applicable laws and could result in criminal and/or civil penalties.

#### 16. Governing Law and Jurisdiction

16.1. These Terms and the Agreement concluded on the basis of the Terms shall be governed by, construed and enforced in accordance with the laws of Republic of Slovenia without giving effect to the principles of conflict of laws thereof.

16.2. Any claims or actions arising out of or relating to the Services shall be governed, interpreted, and enforced in accordance with the laws of Republic of Slovenia.

16.3. You unconditionally and expressly agree to the exclusive jurisdiction of the courts of Republic of Slovenia in all claims or actions against or involving the Operator arising from or relating to the Services or these Terms. The Doctrine of Forum Non Conveniens does not apply.

16.4. If any dispute arises between you and any other User in connection with the online transaction provided by this Platform, you may not resort to any means other than judicial or governmental means to request the Operator to provide relevant information.

#### 17. Transfer of Rights

17.1. The Operator shall be entitled to assign all or a part of its rights and obligations under these Terms to a third party, and you acknowledge and waive any right or request to provide consent at any time, either before or after such assignment.

#### 18. Severability

18.1. If any provision of these Terms or the Agreement is found unenforceable, invalid, or illegal by any court under the governing law, the validity of the remaining provisions of these Terms shall not be affected.

#### 19. No Agency

19.1. Nothing in these Terms or the Agreement concluded in accordance with the provisions of the Terms shall be deemed to have created, implied or otherwise treated the Operator as your agent, trustee or other representative, unless specifically provided otherwise.

#### 20. Termination of Services

- 20.1. You hereby agree that the Operator shall have the right to terminate all or part of the Services to you, to temporarily or permanently freeze (cancel) the authorizations of your account on the Platform at the Operator's sole discretion, at any time and without any prior notice, for any reason, and the Operator shall not be liable or responsible to you; however, the Operator shall have the right to keep and use the transaction data, records and other information related to such account.
- 20.2. In case of any of the following events, the Operator shall have the right to directly terminate the Services by cancelling your account, and shall have the right to permanently freeze (cancel) the authorizations of your account on the Platform and withdraw the corresponding account thereof:
  - 20.2.1. After the Operator terminates the Services to you, you allegedly register or register in any other person's name;
  - 20.2.2. Any of the content of the User's information that you have provided is untruthful, inaccurate, outdated or incomplete, and you fail to amend or change it timely unilaterally, or upon request;
  - 20.2.3. Any other circumstances where the Operator deems it appropriate to terminate the Services.
- 20.3. After the account is terminated or the authorizations of your account on the Platform are permanently frozen (cancelled), the Operator shall not have any duty to keep, disclose or provide you or any third party any information from your account, unless to comply with the rules of GDPR, MLD or PMLTFA.
- 20.4. If the Operator terminates your account or permanently freezes (cancels) the account authorizations, it shall be deemed that the Agreement concluded in accordance with these Terms is terminated. However, you expressly agree that, after the termination of the Agreement between you and the Operator, the Operator shall, in order to abide by the applicable laws, still have the right to keep your Personal Data and other relevant transaction information provided or gathered during your use of Services for the legal period required by the law for the purpose of providing them to the relevant authorities.

## 21. Validity and Change

- 21.1. The date of the latest version of these Terms is printed at the top of this document.
- 21.2. The Operator may amend the Terms autonomously, from time to time without prior individual notice to you.
- 21.3. Any amendments to the Terms shall come into force immediately and automatically upon being announced on the Platform's website. The precise method of the announcement is left to the Operator's sole discretion.
- 21.4. If you, after the announcement of amendments to the Terms, continue to use the Platform and the Services provided by the Operator, you shall be deemed as having accepted the amendments.7.10.5. If you disagree with such amendments, you shall immediately stop using the Platform and the Services provided by the Operator. Notwithstanding the aforementioned, the Operator may provide you with a reasonable grace period to cure or fulfil the requirements or to provide the substance or autonomously withdraw from using the Platform and Services, subject to the Operator's discretion and as the case may be.

## Privacy Policy

### 1. Privacy Policy General

- 1.1. This privacy policy (hereinafter: "Privacy Policy") is an integral part of the Terms provided by the GetON platform and cannot, in any way, be separated from them. By using the Terms, you automatically agree with the Privacy Policy.
- 1.2. If there is any misalignment between the Privacy Policy and the Terms, the Terms shall prevail.

### 2. Acknowledgements and Consents Given by the User

- 2.1. You shall read the following paragraphs with the greatest care because your Personal Data are concerned, and your consent is sought to proceed further.
- 2.2. We want to give you as transparent a view as possible in connection with you and your activities on the Platform; therefore, your acknowledgment, understanding and consent prior to the use of the Services is necessary.
- 2.3. You acknowledge, understand, and give consent to all below, and it shall be deemed as being provided each time you use the Platform or the Services:
  - 2.3.1. Upon your registration with this Platform, you agree and permit the Operator to collect and further process your Personal Data in the scope necessary to provide you with the Services offered by this Platform and, at the same time, to ensure compliance with all applicable laws;
  - 2.3.2. Throughout your use of the Services and the Platform, you must provide to the Operator accurate, complete, current, truthful and valid data, and you are obliged to timely update any information, if so required by the Operator, or which was provided but was wrong, changed, incomplete or outdated;
  - 2.3.3. The Operator may always request proof in a substantial nature, and you are bound to provide it, to verify any information you have provided. Any costs from such requests and collections or possible adverse consequences resulting from shall be solely borne by you;
  - 2.3.4. When you use the Services, the Operator will process your information for the purposes of authentication, customer service, security, fraud monitoring, archiving, and backup, as to ensure the integrity and security of the Services and the Platform;
  - 2.3.5. Your Personal Data may be used by the Operator for aggregation, automated decision-making, direct marketing, and mailing. The Operator may seek and engage third party services for any such activities, provided it shall not further distribute, disseminate, or transfer any of your Personal Data to other third parties;
  - 2.3.6. You agree to cooperate with all requests made by the Operator or by any third party or service provider acting on behalf of the Operator, in connection with your Personal Data, to identify you or to authenticate your identity, or to validate your funding sources;
  - 2.3.7. The Operator may conduct ongoing monitoring of your activity including scrutiny of transactions undertaken throughout the course of your use of the Service to ensure that the transactions being conducted are consistent with the obliged entity's knowledge of the customer, the business and risk profile, including, where necessary, the source of funds and ensuring that the documents, data or information held are kept up-to-date;
  - 2.3.8. For the purpose of your identification and identity verification, the Operator may use third party services, in part or in full. Such Personal Data exchange, provision or transfer shall be limited to actual need, minimized to the lowest extent possible or allowed to be compliant with the applicable laws or policies of either the Operator or the third party;
  - 2.3.9. The Operator may confidentially verify the information you provide or obtain information about you through third parties from secure databases, and perform additional assessing, as appropriate, obtaining information about you for the purpose and intended nature of safeguarding the integrity of the Platform;
  - 2.3.10. According to the policies undertaken by the Operator following the provisions of Article 8 of MLD4, we shall keep all data provided by you or collected about you during your use of the Services documented, up-to-date to the extent necessary to be knowledgeable, and, if need be, make it

available for disclosure to the competent authorities, including the self-regulatory bodies and law enforcement;

- 2.3.11. With the exception of the rule set out in paragraph 7.9.4. of Terms of Use (possession of Personal Data after Termination of Services), you have the right to control your own Personal Data and to seek their protection, during safekeeping and processing, including but not limited to the right to be forgotten;
- 2.3.12. If you fail to comply with any of the above-mentioned requirements, the Operator is free to announce a Discontinuing Action against you, and you will be solely responsible for the loss or costs arising therefrom;

### 3. Adhering to GDPR

- 3.1. As the GDPR Controller, the Operator shall undertake every reasonable technical and organizational measure to ensure and to be able to demonstrate that the processing of your Personal Data is performed responsibly and transparently, and in full compliance with the effective legislation.
- 3.2. For the purpose of running its Services, the Operator declares all group entities within GETON d.o.o. as a group of undertakings, as defined under Article 4 (19) of the GDPR, and declares the company GETON d.o.o. as the GDPR Controller with the mandate of collecting, recording, processing and safeguarding of Personal Data.
- 3.3. The GDPR Controller may appoint a GDPR Processor to act on behalf of the GDPR Controller, taking into consideration that Personal Data are processed lawfully, fairly and in a transparent manner, and shall collect and provide to the GDPR Processor Personal Data to the level adequate, relevant and limited to what is necessary to conduct the activities foreseen by KYC and AML, to the degree of self-regulating standards, or as requested by other applicable laws, and the GDPR Processor must not forward or keep in possession or disclose any Personal Data, except to comply with any applicable law, regulation, regulatory or supervisory body, or in connection with any court or regulatory proceeding.
- 3.4. In accordance with the obligation set out in Article 39 (1) of MLD4, none of the Operator's employees, directors or officers from any entity within GETON d.o.o. shall disclose to the User concerned or to other third persons the fact that information, which may include Personal Data, is being, will be or has been transmitted in accordance with Articles 33 or 34 of GDPR or that a money laundering or terrorist financing analysis is being, or may be, carried out.
- 3.5. For the purpose of preventing, detecting and investigating User data with respect to MLD4, all data shall be kept, without limitation for Personal Data, for 10 years after the commencement of transactions.

## Security Policy

### 1. Security Policy General

- 1.1. This security policy (hereinafter: "Security Policy") is an integral part of the Terms of Use provided by the GetON platform and cannot, in any way, be separated from them. By using the Terms, you automatically agree with the Security Policy.
- 1.2. If there is any misalignment between the Security Policy and the Terms, the Terms shall prevail.

### 2. User's Responsibility

- 2.1. The User is solely responsible for the safekeeping of account credentials (username, email, password) and any access keys such as API keys, two step authentication keys or any other credentials used to authorize or authenticate at the Platform.
- 2.2. You acknowledge that it is your responsibility to protect your credentials and email account against phishing. Neither the Platform nor the Operator assumes or accepts liability or responsibility for any loss or damage (whether direct or indirect), whatsoever, caused as a result of phishing emails, phishing websites, phishing advertisements or phishing through other channels. You shall promptly report any successful or failed attempts of phishing to the Operator.
- 2.3. For increased security measures, 2FA Identification may become mandatory to login into the Platform, and the User understands it may be required to obtain a compatible mobile device to be able to execute login using an application such as Google Authenticator or Authy.
- 2.4. The Operator may prompt you to change your credentials, if not regularly updated by you, and you are solely responsible to choose such that substantially differ from your other credentials (e.g. not using passwords that are the same as your social media profiles, emails, names or any kind of simplistic terms) and to limit access to your account by keeping them secure and confidential.
- 2.5. You shall take care that your computer or other device is not compromised, and you must regularly monitor your computer performance, install appropriate antivirus software, avoid installing software from unknown sources, opening email attachments from unknown senders and avoid visiting risky websites (e.g. pornography, downloads, games, free applications). You are solely responsible to take all security precautions to prevent your computer from being hacked.
- 2.6. We cannot guarantee that all the information, programs, texts, etc. contained in the Platform are free from interference by malicious programs such as viruses, trojans, and other kinds of malware; therefore, your login to the Platform or use of any services offered by this Website, download of any program, information and data from the Platform and your use thereof are your personal decisions, and you shall bear any and all risks and losses that may possibly arise therefrom.
- 2.7. You shall immediately inform the Operator if you suspect any unauthorized use of your account or if your account credentials are compromised, lost, or stolen.
- 2.8. You are liable to observe the security and authentication and any procedures whilst using the services of the Platform and timely inform the Operator of any suspicious activities or observations.
- 2.9. You shall immediately inform the Operator if you suspect any violations of the security rules. The Operator may provide you with instructions about how, even without being logged into the Platform, to initiate a temporary freeze of your account. The Operator may charge you for a temporary freeze or unlocking of your account on your request.
- 2.10. If the Operator detects any suspicious activity related to your Account, the Operator may request additional information from you, including verifying identification, or temporarily freeze transactions and logins until a review is conducted; the Operator is in no way obligated or required to do so, and it is subject to its sole discretion. The Operator shall not be liable or responsible for any loss incurred by the User as a consequence of conducting security measures
- 2.11. You shall log out from the Platform after any use of a shared computer by taking proper steps at the end of the session, such as pressing logout and terminating the internet browser session.
- 2.12. You shall not use any device, software, or subroutine to intervene or attempt to intervene in the normal operation of the Platform.
- 2.13. You shall not adopt any action that will induce an unreasonable amount of data to load onto the network equipment of the Operator.

- 2.14. As required to maintain system consistency intact, as well as the general order and security of transactions on the Platform, the Operator reserves the right to close relevant orders and take other actions in the case of any suspicion of a malicious sale or purchase or any other events disturbing the normal order of transactions on the market as well as unilaterally determine whether you have violated any of the covenants mentioned above and, according to such unilateral determination, apply relevant rules and take actions thereunder and temporarily or permanently terminate services to you, without your consent or prior notice to you. Any loss or costs arising from such actions shall be solely borne by the user.

### 3. Responsible Disclosure Policy

- 3.1. Responsible disclosure is a model that provides the Operator with a reasonable amount of time to fix the issue before publishing it elsewhere, not leaking or destroying any User data, not defrauding other Users or the Operator itself in the process of discovery.
- 3.2. In order to encourage responsible disclosure, we promise not to bring legal action against researchers who point out a problem, provided they do their best to follow these guidelines.
- 3.3. Rewards may be paid out to the account of researchers who report previously unknown security vulnerability of sufficient severity. There is no minimum or maximum reward, and we may award higher amounts based on the severity or creativity of the vulnerability found.
- 3.4. The Operator reserves the right to decide if the bug is real and serious enough for the researcher to receive the bounty. As a framework for reference, please consider the following list of things we want to know about: XSS, CSRF, authentication bypass or privilege escalation, remote code execution, obtaining sensitive User information, accounting errors, unjust enrichment via a software issue. The following are not of interest to us: denial of service, spamming, rate limiting on login or password recovery forms, misconfigured SPF, DKIM or DMARC records, vulnerabilities in software not hosted or not operated by the Operator.
- 3.5. Use of automated injection scanners, filename fuzzers and similar scanning techniques disqualifies you from bug bounties and is deemed malicious. Such examples are: non-targeted scans using Acunetix, Sqlmap, Wfuzz, Meg, Dirbuster or similar software. Any such attempts may also restrain your connectivity and/or accessing the Platform.
- 3.6. You can disclose a vulnerability by contacting us directly via email at [security@geton.plus](mailto:security@geton.plus). Please include: code which reproduces the issue, a detailed description and the potential impact of your bug along with your username for potential pay-out.