

WEBSITE AND PLATFORM USAGE TERMS AND CONDITIONS

WHEREAS, TRIGLAVAS, UAB is a QWIN Platform operator and provider of various technology services under the brand name "QWIN" (hereinafter – **QWIN, our, we** or **us**);

WHEREAS, you (hereinafter – **you** or the **User**) are an individual or entity that uses a crowdfunding game platform (hereinafter – the **Platform**) accessed at the website Qwin.world (hereinafter – the **Website**);

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (hereinafter – the **Agreement**) as follows:

1. SCOPE OF THE AGREEMENT

- 1.1. The Agreement sets out the terms and conditions for using the Website and the Platform.
- 1.2. The Agreement does not govern any aspects of the usage of the website qwinworld.io, other services provided by QWIN, sale of the virtual currencies to be issued by QWIN (hereinafter – the **QWIN Tokens**) or the usage of QWIN Tokens in any other way than within the Platform. These aforementioned aspects are governed by the Website and QWIN Token Usage and Token Sale Participation Agreement which can be accessed [here](#).

2. ACCEPTANCE AND CHANGES TO THE AGREEMENT

- 2.1. Your access to and use of the Platform is subject exclusively to the Agreement. By registering at the Website you agree to be bound by and accept the Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy). If you do not agree with the Agreement and (or) individual provisions of the Agreement, you cannot use and must immediately stop using the Website and the Platform. We recommend that you store or print-off a copy of the Agreement for your records.
- 2.2. The Agreement comes into effect at the moment you register at the Website.
- 2.3. QWIN may change, amend, delete or add to the Agreement or any of the terms and conditions contained in any policies or rules governing the Website and the Platform at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and the Platform following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and the Platform.
- 2.4. QWIN may at any time change or remove (temporarily or permanently) the Website and the information from the Website without indicating the reasons of such change or removal and you confirm that QWIN shall not be liable to you for any such change or removal.
- 2.5. Use of the Website and the Platform is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.

3. USAGE OF THE WEBSITE AND PLATFORM

- 3.1. If you want to use the Website and the Platform, you must register at the Website and create an account (hereinafter – the **Account**). QWIN is entitled to refuse to grant you access to the Website without indicating any reasons.

- 3.2. QWIN can also request you to provide any documents required to perform either your background check or check of your provided information.
- 3.3. QWIN reserves the right to suspend your usage of the Website and the Platform until your identity is completely verified.
- 3.4. Any loss that occurs as a result of negligent security practices, whether it be on the part of you, or QWIN, will not be the responsibility of QWIN, its directors, associates or employees.
- 3.5. The User shall bear any losses that occur regarding to the submission of invalid or incorrect data. You unconditionally warrant that any information, data and (or) content you provide:
 - 3.5.1. will be correct, accurate and not misleading or otherwise deceptive;
 - 3.5.2. will not infringe the intellectual property rights of QWIN or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy;
 - 3.5.3. will not violate any law, statute, or regulation;
 - 3.5.4. will not be defamatory or libellous, and,
 - 3.5.5. will not create liability for QWIN.
- 3.6. You shall not use the Website and the Platform for any purpose that is unlawful or prohibited by the Agreement and applicable legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using the Website and the Platform you will act honestly and in such a way that it would meet the interests of both you and QWIN. QWIN has a right to restrict your usage of the Website and the Platform without prior notice if you use the Website and the Platform in an unlawful or other unaccepted way.
- 3.7. You confirm that you have read and understood the mechanics and rules of the games organised within the Platform laid down in "game rules" section in the Website.
- 3.8. Usage of the Website and the Platform does not entitle you to any intellectual property rights in regard to QWIN and its products and services.
- 3.9. You agree not to copy any information from the Website and the Platform without our permission, with the exception of information for your personal non-commercial use.
- 3.10. The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended to visit by QWIN. In addition QWIN does not guarantee their safety and conformity with any user expectations. Furthermore, QWIN is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by QWIN of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.
- 3.11. QWIN reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website or the Platform. You shall be deemed to have accepted and agreed to any such change if you access or use the Website or the Platform after the change is published on the Website or the Platform. QWIN also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or the Platform or any part of the Website or the Platform. QWIN will not be liable for any loss which may be incurred as a result of such action.
- 3.12. QWIN reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

3.13. You shall accept the Website and the Platform "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.

4. QWIN MVP TOKENS

4.1. Until QWIN Tokens are issued, the Platform will be run on non-transferable digital units which are not and shall not be regarded as virtual currencies (hereinafter – **QWIN MVP Tokens**).

4.2. QWIN MVP Tokens can be purchased for cryptocurrencies Bitcoin, Ethereum, Litecoin, Bitcoin Cash and other litecoins under the rates provided in the “Tokens balance” section in the Website. QWIN MVP Tokens can also be acquired for free by completing various tasks defined and evaluated under the “Free tokens” tab.

4.3. QWIN MVP Tokens shall not be regarded as having any relation to QWIN Tokens – their main purpose is to provide the access to the Users to use and test the current stage of the Platform. QWIN MVP Tokens are not redeemable or interchangeable with any other cryptocurrency or FIAT currency.

4.4. QWIN Tokens will be made available for the use within the Platform after the date of issue to be announced on the Website. In such an event, no new QWIN MVP Tokens will be made available for acquisition and all QWIN MVP Tokens issued until that moment will be revoked. Holders of more than 1,000 (one thousand) QWIN MVP Tokens will be awarded by the respective amount of QWIN tokens at the moment of revocation which will be sent to their balance of the Account on the Platform.

4.5. There will be no refunds in regards to the purchase and usage of QWIN MVP Tokens for any reason. By purchasing QWIN MVP Tokens, you are confirming that you have read and understand our no refunds policy, and you acknowledge that all purchases are final and non-refundable, and QWIN is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.

5. PRIZES

5.1. By using the Platform and participating in the games organized there within, Users are eligible to win prizes (hereinafter – the **Prizes**).

5.2. Two variables based on which the Prizes are valued (a number of blocks required to be generated for the Prize to be won and the number of QWIN MVP Tokens per block) are determined unilaterally by QWIN. Prize value is determined based on the financial projections and (or) evaluations made by QWIN and (or) other criteria and might not reflect the market value.

5.3. After a game on the Platform is finalized and the Prize is assigned to the User, QWIN has the right to suspend the delivery of the Prize and perform a check of fraudulent activities or any other breaches of the Agreement. Once the aforementioned check is completed, if no breaches of the Agreement are found, the Prize is delivered to the User.

5.4. QWIN assumes no liability for the Prize being lost, damaged or delayed in the post or for any other reasons beyond QWIN's control.

5.5. Prize will be delivered to the postal or e-mail address indicated by the User, added to the balance of the Account or delivered in any other most suitable way.

- 5.6. QWIN reserves the right to request proof of the Prize winner's identity in the form of a passport or any other identification document, proof of residence and proof of address in the form of a utility bill. In the event that the Prize winner cannot provide QWIN with the proofs mentioned above which are reasonably acceptable to the QWIN, QWIN may withdraw the Prize.
- 5.7. No additional, further or other costs or expenses are included in any Prize unless expressly stated.

6. TAXES

- 6.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of the Agreement or the usage of the Website and the Platform, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You acknowledge and agree that QWIN has no responsibility to collect, report or remit any applicable taxes in connection with the Agreement and the usage of the Website and the Platform. You hereby agree to fully indemnify, defend and hold QWIN (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with the Agreement or the usage of the Website and the Platform.
- 6.2. You shall be solely liable for all tax related penalties, claims, fines, punishments, liabilities or otherwise arising from your underpayment, undue payment or belated payment of any applicable tax. QWIN provides no advice and makes no representation as to the tax implication of any jurisdiction.
- 6.3. Any taxes payable as a result of the Prize being awarded or received will be the responsibility of the User. Prize winners should seek independent financial or legal advice prior to accepting the Prize.

7. ANTI-MONEY LAUNDERING POLICY

- 7.1. QWIN reserves the right to conduct "know your customer" procedure and any other kind of customer due diligence on you at any time. If QWIN discovers your purchase of QWIN MVP Tokens violating the Agreement or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of QWIN MVP Tokens shall be invalid with retroactive effect and QWIN shall be entitled to immediately terminate the Agreement with you, deny your access to the Website and the Platform, reject delivery of any QWIN MVP Tokens and Prizes and request return of any delivered QWIN MVP Tokens and Prizes, irrespective of any payment that you could have made.
- 7.2. You may be required to provide QWIN with certain personal information, including but not limited to, your name, address, telephone number, email address, date of birth, personal code, passport, utility bills, proof regarding source of funds, etc. QWIN may also require you to answer certain questions or take certain actions in order to verify your identity or comply with applicable law. In submitting this personal information, you verify that the information is accurate and authentic, and you agree to update it if any information changes. You hereby authorize QWIN to directly make any inquiries we consider necessary to verify your identity and (or) account information, and request and obtain any consumer report or similar information relating to you and to take action we reasonably deem necessary based on the results of such inquiries.

8. PROHIBITED ACTIVITIES

- 8.1. You are prohibited from violating any law, statute, ordinance or regulation in our registered jurisdiction as well as your country or residency.
- 8.2. You may not use your QWIN MVP tokens, the Website and the Platform to engage in the following categories of prohibited activity and you confirm that you will not use QWIN MVP tokens, the Website and the Platform to do any of the following:

- 8.2.1 Create and (or) use multiple accounts in order to receive QWIN MVP Tokens for free or otherwise improperly exploit the Website and (or) the Platform;
 - 8.2.2 Defraud or attempt to defraud QWIN;
 - 8.2.3 Provide false, inaccurate or misleading information;
 - 8.2.4 Infringe upon QWIN's or any third party's copyright, patent, trademark, or intellectual property rights;
 - 8.2.5 Take any action that imposes an unreasonable or disproportionately large load on QWIN's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
 - 8.2.6 Transmit or upload any material to the Website that contains viruses, Trojan horses, worms, malware or any other harmful or deleterious programs;
 - 8.2.7 Otherwise attempt to gain unauthorized access to the Website, computer systems or networks connected to the Website.
- 8.3. QWIN reserves the right at all times to monitor, review, retain and (or) disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. QWIN reserves the right to cancel and (or) suspend your Account and usage of the Website and the Platform immediately and without notice if we determine, in our sole discretion, that your Account and usage of the Website or the Platform are associated with prohibited use, and (or) a prohibited business, and or illegal activity under applicable law.

9. LIABILITY AND INDEMNIFICATION

- 9.1. You are responsible for actions performed by using the Website and the Platform.
- 9.2. You acknowledge that using the Platform involves risk and you will not hold QWIN accountable for any gains or losses that you incur as a result.
- 9.3. By using the Platform, to the extent permitted by applicable law, you agree that QWIN, and other third parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your usage of the Platform. Additionally, as a user of the Platform, you acknowledge that QWIN has no responsibility for any injury, direct or indirect loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of usage of the Platform.
- 9.4. You understand and acknowledge that our services are being provided to you "as is" and "as available" without warranty of any kind. QWIN specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or non-infringement. QWIN does not guarantee continuous, uninterrupted, error-free or secure access to the Website or Platform.
- 9.5. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold QWIN and (or) any of QWIN's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, and (or) liabilities (including, but not limited to reasonable attorneys' fees incurred and (or) those necessary to successfully establish the right to indemnification) filed/incurred by any third party against us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and (or) arising out of or related to your use of the Website and the Platform, your breach of the Agreement, your violation of any law, rule or regulation, or the rights of any third party.

- 9.6. In the event that QWIN and (or) its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree cover any damages, including legal fees, that QWIN incurs as a result.
- 9.7. You hereby expressly agree that, to the maximum extent permitted by the applicable law, QWIN does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, the Website or the Platform, regardless of the basis, upon which the liability is claimed.
- 9.8. In any case, total amount of QWIN's aggregate liability under the Agreement may not exceed 100 EUR (one hundred euro). If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law. You understand and agree that it is your obligation to ensure compliance with any legislation relevant to your country of domicile concerning the use of the Website and the Platform, and that QWIN should not accept any liability for any illegal or unauthorized use of the Website and the Platform.

10. SECURITY

- 10.1. You are responsible for maintaining the confidentiality and security of your Account ID and password, and accept responsibility for all activities that occur under your Account or password. You must notify QWIN immediately in the event that the security of your login or password has been breached or compromised.
- 10.2. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website or the Platform.
- 10.3. You agree to not hold QWIN liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes used in connection with usage of the Website and the Platform.
- 10.4. QWIN shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- 10.5. QWIN does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. QWIN will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website and the Platform.

11. PRIVACY POLICY

- 11.1. Before entering into the Agreement, you must also read our Privacy Policy accessible at the Website. QWIN may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

12. INTELLECTUAL PROPERTY

- 12.1. The URLs representing the Website, "QWIN" and all related logos are either copyrighted by QWIN or are trademarks of QWIN. In addition, all page headers, custom graphics, design, button icons, scripts, source code, content are copyrighted by QWIN. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website and the Platform and any

content thereon is the exclusive property of QWIN. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.

- 12.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website and the Platform shall vest in and remain with QWIN. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach the Agreement.
- 12.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website and the Platform without the prior written permission of QWIN.

13. REPRESENTATIONS AND WARRANTIES

- 13.1. You attest that you are not a criminal, are not associated with any criminal activity, and that all funds that are used by you in connection with the purchase of QWIN MVP tokens are free from any criminal association, are not the proceeds of crime, and are not derived from any criminal activity.
- 13.2. By buying QWIN MVP tokens hereunder you represent and warrant that your funds in no way came from illegal or unethical sources, that you are not using any proceeds of criminal or illegal activity, and that no transaction involving QWIN MVP tokens are being used to facilitate any criminal or illegal activity.
- 13.3. You hereby certify to us that any funds used by you in connection with buying QWIN MVP tokens are either owned by you or that you are validly authorized to carry out transactions using such funds.
- 13.4. You are bind by all the other representations and warranties stipulated in the Agreement.

14. TERMINATION (LIMITATION) OF THE AGREEMENT

- 14.1. The term of the Agreement is for a period of time as of you successfully register at the Website until the Agreement is terminated for whatever reason. Account cancellation shall mean the Agreement termination.
- 14.2. At any time and for any reason in its sole discretion QWIN may terminate the Agreement, your access to your Account, the Website and the Platform, and may halt any pending QWIN MVP tokens or Prizes at any time without notice to you. QWIN shall have no liability or obligation for the termination of the Agreement.
- 14.3. In case of termination of the Agreement for any reason you will not be refunded with any amount of QWIN MVP tokens.

15. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION

- 15.1. QWIN reserves the right to change the jurisdiction of QWIN and the Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and (or) other affiliated companies for execution of the Agreement and other activities related to the Website, the Platform and QWIN's business.
- 15.2. The interpretation, validity and enforcement of the Agreement, and all legal actions brought under or in connection with the Agreement, shall be governed by the laws of the Republic of Lithuania.
- 15.3. Any disagreements or disputes of the User and QWIN, arising from the Agreement, shall be settled by negotiations between the User and QWIN. In case of failure to reach an agreement in 14 (fourteen) days, any disputes, disagreements or claims, arising from the Agreement or related to it, its breach,

dissolution or validity, that have not been solved by the User and QWIN, shall be settled in the competent court of the Republic of Lithuania. Both the User and QWIN hereby submit to the exclusive jurisdiction of the courts in the Republic of Lithuania. If a party fails to raise a claim within 30 days from the failure to settle by negotiations, a party loses its right to file the claim in the state court or any other instance court or arbitration.

- 15.4. Any User that breaks any law in their jurisdiction of residence or nationality by using the Website or the Platform, shall be liable for any damages incurred by QWIN as a result.

16. MISCELLANEOUS PROVISIONS

- 16.1. You confirm that you have read the Agreement, understood its terms, conditions and consequences.
- 16.2. If any term, provision, covenant or restriction of the Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 16.3. All the notices, consents and other communication of the parties related to the Agreement shall be delivered via e-mail or registered post/courier if QWIN requests the latter type of delivery.
- 16.4. QWIN has a right to revoke the Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way and (or) engage in unauthorized transmission and use of personal data.
- 16.5. The Agreement is personal to you and it cannot be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate the Agreement and the rights and (or) obligations stipulated in the Agreement shall be null and void. QWIN may freely assign the Agreement and (or) delegate its duties without consent or notice.
- 16.6. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive the party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 16.7. You agree to refrain from making, any negative, detracting or unfavourable statements concerning QWIN, any subsidiaries or affiliates, their respective business or business endeavours, products or services, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of QWIN, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of QWIN or any subsidiaries or affiliates of its business or business endeavours.