



# Terms and Conditions

Last Updated: December 23rd, 2019

## 1. Contractual Relationship

These Terms of Use (hereinafter referred as 'Conditions') govern the access by you, a natural person resident in any country of the world to the services and their use (hereinafter referred as 'Services') of SOLMATE which belongs to CryptoFund OÜ, (hereinafter referred to as 'CF'), which is incorporated in Estonia and is registered in the commercial register under number 14575655 and has its registered office at Peterburi tee 47, Lasnamäe Linnaosa, Tallinn, Harju Maakond, 11415, Estonia.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and CF. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. CF may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular project, activity or promotion, and such supplemental terms will be disclosed to you in region-specific disclosures or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

CF may amend the Terms related to the Services from time to time. Amendments will be effective upon CF's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in CF's Privacy Policy located at [www.solmate.world/legal/privacy](http://www.solmate.world/legal/privacy).



## 2. The Services

The services constitute a technology platform that enables users of SOLMATE's SIM card, applications or websites, provided as part of the Services, to use it as a multifunctional global telecom provider which provides, inter alia, the following Services:

### Membership

Subject to your compliance with these Terms, CF grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable membership to: (i) use the SIM card according but not limited to the description on the website [www.solmate.world](http://www.solmate.world), (ii) use Services of [www.solmate.world](http://www.solmate.world) and [www.solmate.live](http://www.solmate.live); and (iii) access and use any content, information and related materials that may be made available through the Services, **in each case solely for your personal, Non-Professional Use**. Any rights not expressly granted herein are reserved by CF and CF's authorized third party providers (hereinafter referred to as 'Third Party Providers').

### Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by CF; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### Provision of the Services.

You acknowledge that the Services may be made available under other brands or request options by or in connection with: (i) certain of CF's subsidiaries and affiliates; or (ii) independent Third Party Providers.

### Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that CF does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. CF does not endorse such third party



services and content and in no event shall CF be responsible or liable for any products or services of such Third Party Providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

#### **Ownership.**

The Services and all rights therein are and shall remain CF's property or the property of CF's partners. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited membership granted above; or (ii) to use or reference in any manner CF's company names, logos, product and service names, trademarks or services marks or those of CF's partners.

### **3. Your Use of the Services**

#### **User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (hereinafter referred to as 'Account'). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to CF certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or CF's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by CF in writing, you may only possess one Account.

#### **User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide



proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

**Text Messaging.**

By creating an Account, you agree that the Services may send you informational text (SMS) messages or push notifications as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages or push notifications from CF at any time by turn them off in your profile operation system. You acknowledge that opting out of receiving text (SMS) messages or push notifications may impact your use of the Services.

**Promotional Codes.**

CF may, in CF's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that CF establishes on a per promotional code basis (hereinafter referred as 'Promo Codes'). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by CF; (iii) may be disabled by CF at any time for any reason without liability to CF; (iv) may only be used pursuant to the specific terms that CF establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. CF reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that CF determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

**User Provided Content.**

CF may, in CF's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to CF through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (hereinafter referred to as 'User Content'). Any User Content provided by you remains your property. However, by providing User Content to CF, you grant CF a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and CF's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.



You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant CF the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor CF's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by CF in its sole discretion, whether or not such material may be protected by law. CF may, but shall not be obligated to, review, monitor, or remove User Content, at CF's sole discretion and at any time and for any reason, without notice to you.

#### **Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. CF does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **4. Payment**

You understand that use of the Services may require payments from you (hereinafter referred to as 'Payments'). The payment process will take place by cash, banking transfer, credit/debit card, PayPal and certain crypto currencies. Payments will be inclusive of applicable taxes where required by law. Payments paid by you are final and non-refundable, unless otherwise determined by CF.

All Payments are due immediately and payment will be facilitated by CF using the preferred payment method designated in your Account, after which CF will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that CF may use a secondary payment method in your Account, if available.

As between you and CF, CF reserves the right to establish, remove and/or revise Payments for any or all services obtained through the use of the Services at any time in CF's sole discretion. CF may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and





you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Payments applied to you. You may elect to cancel your request for services from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

## **5. Disclaimers; Limitation of Liability; Indemnity.**

### **DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, CF MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CF DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY.**

CF SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF CF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CF SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF CF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CF SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CF'S REASONABLE CONTROL. IN NO EVENT SHALL CF'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION.

CF'S SERVICES MAY BE USED BY YOU FOR COMMUNICATION AS WELL AS E.G. INVESTMENT SERVICES PROVIDED BY THIRD PARTY PROVIDERS, BUT YOU AGREE THAT CF HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO DAMAGES, LOSSES AND CAUSES OF ACTION PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.



THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### **Indemnity.**

You agree to indemnify and hold CF and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) CF's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

#### **6. Dispute Resolution**

Unless otherwise stipulated in these terms, these terms and conditions, excluding the conflict of laws provisions, shall be subject exclusively to the laws of Estonia and shall be construed in accordance with these laws. The Vienna Convention on the International Sale of Goods from 1980 (English abbreviation: CISG) does not apply. Any disputes, conflicts, demands and controversies arising out of or in connection with, or in connection with, the terms of the Services or these Terms, including, but not limited to, questions of validity, interpretation and enforceability ("disputes") Of the International Chamber of Commerce ("ICC Conciliation Regulation") in a conciliation procedure. If the dispute referred to above has not been settled within 60 days of the filing of a request for a conciliation procedure pursuant to the aforementioned ICC Conciliation Rules, the dispute shall be exclusive and final in an arbitration proceeding under the arbitration rules of the International Chamber of Commerce ("ICC Arbitration") attached. The provisions of the ICC Arbitration Rules for Emergency Arbitrators are excluded. The dispute shall be settled by one (1) arbitrator appointed according to the ICC Arbitration Ordinance. Place of both arbitration and arbitration is Estonia, without prejudice to all rights which you are entitled to pursuant of the Estonian Code of Civil Procedure. The negotiating language of the conciliation and arbitration proceedings is English, unless you speak no English; In which case the conciliation and arbitration proceedings will be conducted both in English and in your mother tongue. The existence and content of the conciliation and arbitration proceedings, including the documents and writings submitted by the parties, the correspondence with the International Chamber of Commerce, the correspondence of the conciliator and the correspondence, the orders and arbitration awards of the individual judge are strictly confidential (I) where disclosure is requested against a third party appropriately in the course of the conciliation or arbitration proceedings; And (ii) the third party undertakes in writing to hold unconditionally to the confidentiality stipulated herein.

#### **7. Other Provisions**



#### **Choice of Law.**

These Terms are governed by and construed in accordance with the laws of Estonia without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

#### **Claims of Copyright Infringement.**

Claims of copyright infringement should be sent to CF's designated agent under [legal@solmate.world](mailto:legal@solmate.world).

#### **Notice.**

CF may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to CF, with such notice deemed given when received by CF, at any time by first class mail or pre-paid post CryptoFund UÖ, Peterburi tee 47, Lasnamäe Linnaosa, Tallinn, Harju Maakond, 11415, Estonia.

#### **General.**

You may not assign these Terms without CF's prior written approval. CF may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of CF's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, CF or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. CF's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CF in writing.