

Please read carefully these General terms and Conditions as they affect your obligations and legal rights, including, but not limited to waivers of rights and limitation of liability. If you do not agree with these general terms and conditions, you must not access or use the website.

General terms and Conditions

Edition No 1, in force since 05 December, 2019

(hereinafter referred to as "Terms")

Welcome to <https://bot.viking.trade> website (including all subdomains, the “Website”) which is operated by the Company **VikingSoft OÜ** (collectively, the “Company” “we”, “us” and/or “our”). The Website provides among other things, information about our mission, people and our Portfolio Companies. This information on the Website is provided for information purposes only and should not be regarded as any investment or tax advice. You should consult with your advisers before making any investment or financial decisions.

The Website is not directed to any person in any jurisdiction where (by reason of that person’s nationality, residence or otherwise) the publication or availability of the Website is restricted. Persons in respect of whom such restrictions apply must not access the Website.

1. DEFINITIONS

Company (also referred to as “We”) – VikingSoft OÜ, Administration of VikingSoft OÜ.

Website, Resource - Internet - resource <https://bot.viking.trade>.

Administration – is employees of the Company, as well as persons duly authorized by the Company to manage the Resource and provide the Company's Services to the Users, within the framework of the Site use by the latter.

Accompanying Documents – other documents accompanying and detailing these Terms, being an integral part hereof and published on the Website (including, but not limited to general disclaimer, Privacy Policy, etc.). In case of any discrepancies between Accompanying Documents and these Terms, the latter shall apply.

Affiliates – any persons or entities that have any legal relation to the Company, including, but not limited to partners, employees, agents and contractors of the Company, its subsidiaries and persons controlling it.

Agreement – these Terms and any other rules, policies or procedures that may be issued by Company and published from time to time on the Website (including the Accompanying Documents).

Program – the program “MultiConnect“.

Services - a set of computer programs, databases providing the Website functioning, as well as a set of Services provided to Users while using the Website.

User (also referred to as “You”) – any person who uses the Website with or without prior registration (if applicable). The Company reserves its right to set forth at any time upon its own discretion special eligibility or other requirements to certain Users.

Terms not defined in section 1 of these Terms may be used in these Terms. In this case, such term shall be interpreted in accordance with the text of these Terms. In case there is no unambiguous interpretation the term in the text of the Terms shall be guided by the interpretation of the term as defined: firstly, by Estonian law, secondly, on the Website <https://bot.viking.trade>, then by the established (commonly used) Internet.

2. GENERAL PROVISIONS

2.1. These Terms governs the use of the Website, as well as the relationship arising from the use of the Website and its Services by Users. The Company does not guarantee the availability of the Website and its Services around the clock. The Company has the right to deny any User the use of the Website and its Services at any time in case of violation of these Terms.

These Terms are effective at the time the User begins using the Website. The Users may withdraw from their obligation under the Terms at any time by discontinuing the use of the Website.

2.2. The Company grants the Users a personal non-exclusive and non-transferable right to use the Website and for a fee (or without it under a demonstration license) a limited license for the software - the Program “MultiConnect“, presented on the Website, in accordance with these Terms, provided that neither the User nor any other person with the assistance of the User will act:

- To copy or modify the software of the Website and its Services;
- To create programs derived from the software of the Website and its Services;
- To penetrate into the software in order to obtain program codes;
- To sell, to assign, to lease, to transfer to third parties in any other form the rights in respect of the material of the Site and the Software of the Website;
- The modification of the Website and Services, including unauthorized access to the Website;

- To creating a false identity for the purpose of misleading other persons or fraudulent motives;
- To misleading the Company, its representatives and any third parties who may rely on information provided by you by providing inaccurate or false information;
- improperly to use any person's intellectual or industrial property rights (e.g., copyrights, trademarks, patents or trade secrets or other proprietary rights of either party);
- To download files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- To use any part of the Site other than for its intended purpose; or

Use the Site to participate in or promote any activity that violates these Terms;

- And other activities that are similar to those listed above and violate the rights of the Company and third parties.

2.3. The Company grants the User the right to use the Software referred to in paragraph 2.2. of these Terms in the following ways:

2.3.1. The remote access to the Software with playback on the User's servers;

2.3.2. The visualization of the Software operation on the remote monitor of the User;

2.3.3. The modification of the Software in accordance with the Limited License Terms.

The Company provides to the User the right to use the Software in the territory of any state for the period specified by the Tariff plan agreed in the application and posted at <https://bot.viking.trade/price.pdf>

The Company grants the User the right to use the Software in the territory of any state for the period specified in the schedule of rates agreed in the application and posted at <https://bot.viking.trade/price.pdf>

The User shall pay to the Company remuneration for granting the right to use the Software (hereinafter referred to as the "Fee") in the amount determined in accordance with the schedule of rates agreed in the application.

Remuneration is paid by 100% (one hundred percent) prepayment. In this case, the User pays the amount of the Fee on the basis of the issued invoice by transferring the BTC (Bitcoin) to the virtual account of the Company.

The virtual Company account is 32F7aKsBoguWpXmfLYvShktHLu6vYKjawe

The moment of payment is considered the receipt of remuneration to the Company's account.

All settlements under these Terms are made in BTC (Bitcoin) encryption currency.

2.4. The User is responsible for compliance with the rights (tangible and intangible) of third parties to the information transferred (provided) to the Administration or third parties when using the Website and its Services.

2.5. The Users independently assess the legality of their use of the Website and Services, including in Terms of the legislation of the country they are residents of.

By using this Website each User covenants, represents, and warrants that (under the applicable law and law of the country of User's residence):

- he (she) is of an age of majority to enter into these Terms (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website, enter into the Terms with the Company and in doing so will not violate any other agreement to which he (she) is a party;
- if he (she) is a corporation, governmental organization or other legal entity, he (she) has the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these terms;
- he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- he (she) will use his/her own judgment before making any investment decision and such investment will be done solely at his risk;
- he (she) will be solely responsible for complying with all applicable laws regarding any transaction in respect of other companies;
- he (she) will obtain such professional advice as is appropriate to protect his/her interests, including legal, tax, accounting and other advice;
- he (she) is fully aware that the Company does not evaluate, confirm or otherwise guarantee any information or an investment return;
- he (she) will not Treat any information published on the Website or other information you receive as a result of your access to the Website as a recommendation or representation of any kind by the Company or its Affiliates or any its employee, officer, director, representative or other agent of the foregoing (each a "Company Person") on which you should rely; and
- he (she) will not claim any ownership right in any material, software or other intellectual property displayed on, published by or otherwise available through the Website.

2.6. The User, making any actions on using the Site and its Services (viewing pages of the Site, sending an Application, calling the Company's contact numbers indicated on the Site and others), expresses his full and unconditional consent (acceptance) to the terms of these Terms, posted on the Internet at: https://bot.viking.trade/terms_of_use.pdf as a public offer.

2.7. The User and the Company are considered to have concluded these Terms at the moment of acceptance of the offer by the User.

2.8. The Terms on the use of the Resource <https://bot.viking.trade> in the form of a public offer does not require bilateral signing and is valid in electronic form.

2.9. Before using the Website, a User is obliged to read carefully any other Accompanying Documents that follow these Terms and regulate the Website usage. The Accompanying

Documents shall be considered as an integral part hereof and their terms of use shall be the same as of these Terms. By using the Website each and any User confirms that he (she) has fully read and understood not only these Terms, but also all Accompanying Documents and fully accepts their Terms.

2.10. The third-party content, advertisements, links, promotions, logos and other materials may be displayed on the Website (collectively, the “Third-Party Content”) for your convenience only. The Company does not control, endorse or sponsor any third parties or Third-Party Content, and makes no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content are solely between you and such third parties and the Company is not responsible or liable in any manner for such use or interactions.

2.11. We will only use your personal information as set out in our Privacy Policy: https://bot.viking.trade/privacy_policy.pdf.

3. USER REGISTRATION

3.1. The person wishing to become a User must complete the Registration procedure.

3.2. User registration is carried out by means of third party services: Google, Facebook, E-mail services (also referred to as “Resource Owners“) by directing the User to the form of access to accounts of the specified social networks and mail services.

The Login through third-party services is further used by the User when working with the Website.

The User should pass procedure of registration on the third party service chosen by it and be authenticated on it till the moment of the beginning of using the Website.

3.3. A third party service will request the Resource Owner (e.g. Google server) to provide access to the relevant User data as soon as the User is logged in.

3.4. At this stage the Resource Owner (e.g. Google server) will ask the User by means of the presented dialogue window whether the User gives his consent to granting access to the Website or not.

3.5. If the User clicks “Allow“ the Resource Owner provides access to the User's data through the corresponding social network account.

Thus, the account provides the Website with an authorization token after access to User data .

The Website will request the necessary information about the User from the account of a third-party service using authorization token.

3.6. The account of the third party service will present the necessary User data to the Site, namely: Name, Surname, Date of birth.

3.7. The User can continue to work with the Site after receiving specified data.

3.8. The Company does not bear any responsibility in the case of infringement of the rights of the User by the third parties who have received unauthorized access to his personal data through the third party services, pair Login plus the Password of the User in third party services.

3.9. The User expresses his consent to these Terms and assumes the rights and undertake commitments in them related to the use and operation of the Website at Registration.

4. NO WARRANTIES AND LIMITATION OF LIABILITY

4.1. This Website is provided on an “as is” basis and without any warranties of any kind, either expressed or implied. You assume all responsibility and risk with respect to Your use of the Website.

4.2. You hereby expressly agree that the Company or its Affiliates do 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, this Website or the material, information, software, facilities, services or content on this website, regardless of the basis, upon which the liability is claimed.

4.3. You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning use of this Website, and that the Company should not accept any liability for any illegal or unauthorized use of this Website and use. You agree to be solely responsible for Your personal taxes arising in connection with the use of the Website.

4.4. The Website owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Company shall not be liable for uninterrupted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.

4.5. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with Users, so some or all of the exclusions of warranties and disclaimers in this section may not apply to You.

4.6. The Company will take reasonable steps to exclude any viruses from the Website, but cannot guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties and accordingly no liability is accepted for viruses.

4.7. The Company is not responsible for the proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any delay in its delivery or receipt

4.8. The Website development team is constantly monitoring changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly if changes impact operations of the Website. The Company does not seek to attract investment from general public, it is strictly selective about the eligibility of potential investors. The Website is not created for a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

4.9. This document or any other document, produced and signed by the Company, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

4.10. None of the information or analyses contained on the Website is intended to form the basis for any investment decision, no specific recommendations are made, and the Website does not offer and shall not be construed as investment or financial product.

4.11. The Users should only use direct contacts to discuss controversial issues with the Administration: info@viking.trade

4.10. It's forbidden to argue publicly with the Administration and discuss its actions in mass media. You can complain about the actions or omissions of the Administration by sending a corresponding letter to the e-mail of technical support.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5.2. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organization to content posted on our Website.

5.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

5.4. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

5.5. You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

5.6. If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. BREACH OF THESE TERMS

6.1. When We consider that a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms constitutes a material breach and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website;
- issue of a warning to You;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against You; and
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

6.2. We exclude our liability for any and all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

7. APPLICABLE LAW AND DISPUTE RESOLUTION

7.1. All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed and enforced in accordance with the applicable laws of Estonia.

7.2. Any disputes, differences or claims which may arise out of these Terms or in connection with it, regarding existence, validity or termination thereof (the “Disputes”), shall first be the subject of amicable negotiations between the Parties that shall be held within 30 business days. Any unresolved Disputes shall be referred to and settled by the exclusive jurisdiction of the courts in Estonia.

8. MISCELLANEOUS

8.1. Termination and Suspension.

Notwithstanding anything contained herein, the Company reserves the right, without notice and at its sole discretion, to terminate these Terms or suspend Your right to access the Website,

including (but not limited to) in case of your breach of these Terms or if the Company believes you have committed fraud, negligence or other misconduct. You may terminate these Terms without notice by discontinuing use of the Website.

All rights granted to You under these Terms will immediately be revoked upon our termination of these Terms or our suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in “Miscellaneous” section), breach of these Terms, or any other event, we may, in our discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of our services/Website. We may terminate Your access to the Website in our sole discretion, immediately and without prior notice.

8.2. Delegation of rights and obligations.

The Company may, at its sole discretion, assign any of its rights and/or delegate its duties under these Terms (including, but not limited any and all intellectual property rights for any of the intellectual property rights created during the Website development) to any third party at any time.

You may not assign Your rights or delegate Your duties as Website User, and any assignment or delegation without the previous written consent of the Website Owner shall be null and void.

8.3. Severability.

If any term, provision, covenant or restriction of these Terms is held by 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.

8.4. Communication and notices.

Any communication related to these Terms should be conducted only via email of the User and through the Company’s contact form on the Website. The User’s official email for communication shall be deemed the email specified by the User during the communication with the Company.

The one and only language of the communication shall be English.

The Company may provide any notice to You under these Terms by posting a notice on the Website. Notices provided by posting on the Website will be effective upon posting. It is Your responsibility to review and become familiar with any such notifications.

8.5. Force Majeure Events.

We shall not be liable for:

(1) any inaccuracy, error, delay in, or omission of

(a) any information, or

(b) the transmission or delivery of information;

(2) any loss or damage arising from any event beyond the Company's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government or export authorities, sanctions, communications, power failure, or equipment or software malfunction or any other cause beyond Our reasonable control (each, a "Force Majeure Event").

8.6. Headings.

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

8. COMPANY PROFILE

VikingSoft OÜ

Tallinn, Lasnamäe linnaosa, Majaka tn 26, 11412,

Registration information: Registry code 11984459

E-mail: info@viking.trade