

GENERAL TERMS AND CONDITIONS OF PLATINDEAL.COM

1. Subject matter and scope of the terms and conditions; scope of application

(1) PLATINDEAL DMCC, Unit No. 3005-D27, Swiss Tower, Plot No. JLT-PH2-Y3A, Jumeirah Lakes Tower, Dubai, United Arab Emirates; Company Manager — Dmitri Schmidt, E-Mail: info@platindeal.com (hereinafter: PLATINDEAL or Online marketplace) operates an online marketplace under the domain platindeal.com, where physical and virtual products as well as so-called Coupons (collectively referred to in the following as: "Products") can be offered for sale to other users by commercially active users (hereinafter: "Merchant", "User" or "You"). By accepting the following General Terms and Conditions, you enter into a contract with PLATINDEAL regarding you offering products for sale as a commercially active merchant to other users on PLATINDEAL's marketplace.

(2) The offering and sale of products is reserved for commercial users only and only after accepting and in compliance with Platindeal's General Terms and Conditions. Consumers are not permitted to sell products on Platindeal.com.

2. Registration on PLATINDEAL; Handling of account data; Rejection of Registration

(1) You must register on the common website www.platin-passport.com as a Merchant in a first step before being able to use the services of PLATINDEAL and offer your products to other Users. Registration is free of charge. The data and technical actions required for registration or for the later completion of the registration must be disclosed in full and truthfully.

(2) During the registration process you must choose an email address and a password. By pressing the button "register free of charge" you declare that you agree with these General Terms and Conditions as well as the General Terms of Use for the use of the PLATINDEAL Online marketplace. The contractual relationship in this regard is established upon email confirmation of the registration by www.platin-pass.com, which also includes access information. After receiving access information, you can create your profile on the Online marketplace and have access to the offers of PLATINDEAL. The conclusion of a contract is possible with legal persons, partnerships, or natural persons who have or whose responsible persons have reached the age of 18 (or the age required for the conclusion of valid contracts in the country in which a person resides).

(3) PLATINDEAL reserves the right to request verification of age and identity within the scope of a KYC process.

(4) The User is fully responsible for the legality and accuracy of the data disclosed upon registration.

(5) Wrong information provided with intent and/or fraudulent intent may result in consequences under civil law. PLATINDEAL in this case furthermore reserves the right to block profiles and accounts of users who disclosed wrong information with intent and/or

fraudulent intent and to terminate the user agreement with extraordinary notice and to refuse any disbursements.

(6) You can only create one profile. Registered users cannot log in again by entering a new e-mail address. However, PLATINDEAL may, in individual cases and at the request of the user, allow the creation of an additional profile at its own discretion; however, PLATINDEAL expressly disclaims any claim to this. The User shall address any such request to PLATINDEAL. Should a user have created multiple profiles without the express consent of PLATINDEAL, this shall constitute a material reason for a permanent blockage of the user without the need for a prior warning.

(7) The User is entitled to transfer his profile to another person only with the prior written consent (consent) of PLATINDEAL. The User shall address any request for consent to transfer the profile to PLATINDEAL. The transfer of the profile is not permitted without the consent of PLATINDEAL.

(8) The User is not authorized to grant access to his profile and to his access information to a third party. The use of his account by third parties is good cause for permanent blocking of the user without requiring prior warning. It is in the user's own interest to immediately inform PLATINDEAL of any third parties gaining knowledge and of any abusive use of his PLATINDEAL account.

(9) You are free to choose your username and your password during registration. You are obligated to keep the password secret. If you become aware of an unauthorized use of your password, then you are obligated to immediately inform PLATINDEAL at info@platindeal.com. In the event that you forget your password, you can recover it with the help of the provided recovery process (email to the email address disclosed by you).

(10) PLATINDEAL reserves the right to reject applications at its own discretion and without stating reasons.

3. Obligations of the user

(1) You are prohibited from infringing upon third party rights, harassing third parties, violating applicable law or common decency while offering your products on PLATINDEAL.

You are in particular obligated to refrain from the following:

- Disseminating statements with offensive, harassing, violent, violence glorifying, inflammatory, sexist, obscene, pornographic, racist, morally reprehensible, or otherwise offensive or prohibited content;
- Insulting, harassing, threatening, scaring, slandering, embarrassing other customers, employees, or distribution partners of PLATINDEAL;
- Data piracy, forwarding, or distributing personal or confidential information of other customers, distribution partners, or the employees of PLATINDEAL or other violation of the privacy of other customers, employees, or distribution partners of

PLATINDEAL;

- Disseminating untrue statements regarding race, religion, gender, sexual orientation, origin, social status of other customers, employees, or distribution partners of PLATINDEAL;
- Data piracy, forwarding, or distributing confidential information of PLATINDEAL;
- Disseminating untrue allegations about PLATINDEAL;
- Pretending to be an employee of PLATINDEAL or an affiliated company or partner of PLATINDEAL;
- Using legally protected images, photos, graphics, videos, compositions, sounds, texts, logos, titles, designations, software, or other content and symbols without the consent of the owner or owners of the rights or authorization on the basis of a contract, law, or legal regulation;
- Distributing statements with advertising, religious, or political content;
- Using prohibited or illegal content;
- Exploiting errors in programming (so-called bugs);
- Taking measures that may result in undue burden on the servers and/or may significantly affect the process for other customers;
- Hacking or cracking as well as promoting or instigating hacking or cracking;
- Distributing counterfeit software as well as promoting or instigating the distribution of counterfeit software;
- Uploading files containing viruses, trojans, worms, or corrupted data;
- Using or distributing auto software programs, macro software programs or other cheat utility software programs;
- Modifying the service or parts thereof;
- Using software that allows so-called data mining or intercepts or collects information associated with the service in any other way;
- Interrupting transmissions from and to the service servers and website servers; and/or
- Penetrating the service servers, data servers, or website servers.

(2) PLATINDEAL refers to its domiciliary right regarding the use of its Internet offer and expressly reserves the right to immediate blocking and extraordinary termination of the online account and user agreement insofar as one of the obligations regulated in (1) is violated or applicable law regarding use is violated.

4. Sale of Products on Platideal.com; Sales-Fee

(1) Merchants must place their products in the appropriate category and describe them correctly and completely with words and pictures. All properties and features essential for the purchase decision as well as defects that reduce the value of the offered products must be truthfully stated. In addition, full information must be provided about the terms of payment and delivery.

(2) Merchants are obliged to provide buyers with the consumer protection information required by law and to instruct them about the existence or non-existence of the statutory right of withdrawal.

(3) The price of the respective products is understood to be the final price including any applicable value added tax and other price components. The sales price does not include delivery and shipping costs.

(4) In the case of the sale of products, the conclusion of the contract takes place directly between the users concerned without the involvement of Platideal.com. Platideal.com is not involved in the legal transactions concluded via the marketplace. Platideal.com shall not be liable for any disruptions in the performance of the contract between users.

(5) The placement of the products shall be deemed to be an offer to conclude a purchase contract for the products in question. As long as a contract has not yet been concluded, the user can delete the posted products at any time without further ado.

(6) Merchants have to pay a sales commission of 10% of the net sales price to PLATINDEAL per sold product.

5. Prohibited products and content

(1) It is the responsibility of the user to ensure that his offers and contents are legal and do not violate the rights of third parties.

(2) It is forbidden to offer or advertise products on Platideal.com whose offer, sale or purchase violates legal regulations, third party rights or morality. It is forbidden to manipulate the prices of one's own or third party offers or to purchase one's own products by using several Platideal.com accounts or in cooperation with other users. It is prohibited to manipulate the search functions of the Platideal.com services.

(3) The description of products as well as the pictures used in this context may exclusively refer to the offered products. Advertising for products not offered on Platideal.com is prohibited.

(4) Merchants are not allowed to claim Platideal.com fees or commissions from buyers in addition to the selling price.

(5) Users are not allowed to use addresses, e-mail addresses and other contact data obtained through the use of Platideal.com for any purpose other than contractual and pre-contractual

communication. In particular, it is prohibited to resell this data or to use it for sending advertising, unless the respective user has expressly consented to this in advance or has not objected to it in accordance with the applicable legal provisions.

(6) Users may not block, overwrite or modify content generated by Platideal.com or other Users or interfere with Platideal.com services in any other way, especially if this could cause an excessive load on the Platideal.com infrastructure.

6. Deletion of Offers; Blocking of the User Account

(1) Platideal.com may take the following measures if there are concrete indications that a User violates legal regulations, third party rights or these Terms and Conditions, or that Platideal.com has another justified interest, in particular to protect other Users from fraudulent activities:

- Deleting offers or other content that has been posted on Platideal.com;
- Warning of users;
- Restriction/restriction of the use of Platideal.com and/or
- Temporary or permanent blocking of the user account.

When choosing the measure, Platideal.com will take into account the legitimate interests of the affected user, in particular whether there are indications that the user is not responsible for the violation.

(2) Platideal.com may finally exclude a user from the use of Platideal.com (final block), if

- The user has repeatedly received negative ratings in the rating system and the blocking is necessary to protect the interests of the other users;
- The user provides false contact details, in particular a false or invalid e-mail address;
- transfers his user account;
- The user harms other Platideal.com users or Platideal.com itself to a considerable extent, in particular misuses Platideal.com services; and/or
- there is another important reason.

(3) As soon as a user has been blocked, there is no claim for restoration of the blocked user account or the valuation profile. This user may not use Platideal.com with other user accounts and may not register again.

7. Termination of the Agreement

(1) PLATINDEAL upon existence of good cause giving rise to immediate extraordinary termination is authorized without prior warning to terminate the user agreement at any time without notice and to block your profile. Good cause in terms of sentence 1 is, in particular:

- Particularly serious infringement of the GTC,
- Fraudulent or other particularly serious unlawful activities in the use of the offer of PLATINDEAL,

- Transmission of wrong or misleading information to PLATINDEAL,
- Fraudulent, illegal, or otherwise abusive use of offers of PLATINDEAL, and/or
- Causing damage and otherwise damaging PLATINDEAL or other customers or distribution partners of PLATINDEAL.

(2) You are authorized to terminate your user agreement at any time; transmission of proper termination by email to info@platindeal.com suffices for valid receipt of the termination and your profile will be deleted on PLATINDEAL.

8. Limitation of liability

- (1) PLATINDEAL may not be held responsible for incorrect information in the user's registration. This means that PLATINDEAL cannot accept any liability for the accuracy of such information and that any user content secured by PLATINDEAL constitutes information unrelated to PLATINDEAL within the meaning of applicable law.
- (2) Furthermore, PLATINDEAL shall not be liable for the occurrence of the desired success, which the user hopes to realize by using the Online marketplace.
- (3) Moreover, PLATINDEAL shall be liable — with the exception of injury to life, body and health and the breach of essential contractual obligations (material contractual obligations) — only for damages attributable to intentional or grossly negligent conduct. This shall also apply to indirect consequential damages such as, in particular, lost profits.
- (4) Liability shall be limited — except in case of intentional or grossly negligent conduct or in the case of damage resulting from injury to life, body or health and the breach of essential contractual obligations (material contractual obligations) — to the amount of damage foreseeable at the conclusion of the contract and typical for this type of contract. This shall also apply to indirect consequential damages such as, in particular, lost profits.
- (5) To the extent that PLATINDEAL's liability under this Agreement is excluded or limited, this shall also apply in favor of the personal liability on the part of the legal representatives, officers, and simple vicarious agents of PLATINDEAL.

9. Data protection

PLATINDEAL collects and uses the data voluntarily transmitted by you only within the scope of statutory provisions. The detailed provisions regarding data protection are available in our Privacy Policy.

10. Trademark and copyright law

(1) In the relationship with you, PLATINDEAL is the sole holder of all rights regarding reproduction, distribution, processing, and all copyrights as well as the sole holder of the right to nonphysical transfer and production of the PLATINDEAL website as well as the contents contained therein, of other developed services, and protective rights. The use of all rights and the contents, materials, as well as brand and trademarks contained therein (e.g. the designation PLATINDEAL and the associated logo) is permitted exclusively for the purposes listed in these GTC. The use without express authorization by PLATINDEAL represents a violation of these GTC and may result in a blocking or deletion of your profile including all services.

(2) You retain all rights to the content uploaded by you and the products offered by you and bear sole responsibility. With regard to this content, PLATINDEAL receives only the rights necessary in connection with the publication and use of the content on the PLATINDEAL marketplace.

(3) Infringements of the copyright, trademark, and other ancillary copyrights are pursued by PLATINDEAL and PLATINDEAL reserves the right to delete or deactivate, at its own discretion, any content for which a corresponding violation was reported and to block the profiles of repeat offenders.

11. Prices and fees

(1) Registration and creation of a profile at PLATINDEAL is free of charge.

(2) Prices and fees are paid through online payment service providers. You are obligated to bear any payment processing fees or possible expenses in connection with exchange rate conversions. The payment service providers are enterprises that are independent of PLATINDEAL:

Hodltech OÜ, Private limited company, Registry code 14506246
Harju maakond, Tallinn, Kesklinna linnaosa, Tornimäe tn 5, 1014

Platin Genesis Asia Limited,
Unit 2512, 25/F, Langham Place Office Tower,
8 Argyle Street, Mongkok, Hong Kong

PLATINDEAL does not accept any responsibility for their services and possible damages or claims arising therefrom.

(3) Insofar as you make payments to PLATINDEAL, PLATINDEAL shall accept those only if they are paid by your own person for your own account. Payments to PLATINDEAL on your behalf by third parties are not possible (prohibition of third-party payments). In individual cases, PLATINDEAL may approve third-party payments; you are obligated to obtain an exemption from PLATINDEAL prior to initiating payment through the third party.

12. No guarantees/modification, restriction of services of PLATINDEAL/transfer to third parties

- (1) Your access to the website and the services of PLATINDEAL is at your own risk.
- (2) PLATINDEAL is authorized to modify the website and services offered by PLATINDEAL free of charge without prior announcement or liability.
- (3) PLATINDEAL reserves the right to limit the use of services including the ability of contacting other Users through the website if PLATINDEAL is of the opinion that such violate contractual or legal obligations or the services are otherwise abused.
- (4) PLATINDEAL does not guarantee that within the scope of the competent jurisdiction under your national law it is legal for you to use the services of PLATINDEAL or to advertise such or to participate in any activities of PLATINDEAL; that access to the PLATINDEAL website is at any time faultless and interference-free, timely, or secure and that defects are rectified.
- (5) PLATINDEAL reserves the right to transfer, assign, sublicense or pledge, in whole or in part, its business, individual assets hereof or individual rights and obligations under this User Agreement to third parties without prior notice, provided that the third party also complies with applicable contract and other laws.

13. Subject to change; Applicable law and jurisdiction; severability clause

- (1) PLATINDEAL is entitled to change this contract at any time. PLATINDEAL will announce changes via e-mail with a notice period of six weeks before the change comes into force, specifying the future change of the contract. The User has the right to object to the amendment or to terminate the contract in text form without notice as of the effective date of the amendment. In case of objection PLATINDEAL is entitled to terminate the contract properly. If the User does not terminate the contract or does not object to the change until the change comes into effect, the changes will come into effect from the date stated in the change notice. PLATINDEAL is obliged to inform the User about the meaning of his/her silence in the notice of change.
- (2) For all disputes arising in connection with initiation, performance or settlement of the contract of use between PLATINDEAL and the user, the laws at the registered office of PLATINDEAL shall apply exclusively, unless mandatory consumer protection regulations of the country of the user's habitual residence have priority. The application of the UN Convention on Contracts for the International Sale of Products is excluded.
- (3) PLATINDEAL is neither willing nor required to participate in dispute resolution proceedings before any consumer mediation body.
- (4) Place of jurisdiction and performance shall be the PLATINDEAL's registered office if the user is a merchant, a legal entity under public law or a special fund under public law.
- (5) If individual provisions of the present General Terms of Use are or become invalid or unenforceable, this shall not affect the validity of the General Terms of Use and/or the

contract of use. The invalid or unenforceable provision shall be replaced with such valid and enforceable provision, which in terms of its effects comes nearest to the economic objective intended by the Contracting Parties with the invalid or respectively, unenforceable provision.

General Terms and Conditions status: 26th of November 2021