

## **Terms of use of the GreenPlanet Website**

# Terms of use of the GreenPlanet Website

## Introduction

These Terms (together with the documents referred to in this document) govern the conditions on which you may make use of our website, <http://www.gpe-tec.com> (the/our **"Website"**, or the **"GreenPlanet Website"**) whether as a guest or as a registered user or as a GreenPlanet member or otherwise.

Please read these Terms of use of the GreenPlanet Website carefully before you start using it.

By using our GreenPlanet Website, you indicate that you accept these Terms of use of the GreenPlanet Website and that you agree to abide by them in addition to:

- Our Privacy Policy found at, [www.greenplantcoin.io](http://www.greenplantcoin.io) incorporated herein by reference; and
- Our Cookie Policy found at [www.greenplanetcoin.io](http://www.greenplanetcoin.io) incorporated herein by reference.

If you do not agree to these Terms of use of the GreenPlanet Website, or our Privacy Policy or our Cookie Policy please refrain from using our Website.

## Information about us

This Website is owned and operated by GPETEC LTD (**"GreenPlanet"**, **"we"**, **"us"**, **"our"**), a Cyprus company under registration number HE 391842, being the issuing company of the GreenPlanetCoin Tokens (the **"GPC Tokens"**), with its registered address at Arch. Makariou III, 55 Athienou, 7600 Larnaca, Cyprus.

The words "you", "your", "yours", "user" and "users" refer to anyone using the Website.

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our Website (including but not limited to the services other intellectual property rights offered on or via the 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.

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

You must not modify the paper or digital copies of any materials you have printed off copied 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.

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

You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us or our licensors or contributors or advertisers.

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 whether modified or unmodified.

## Reliance on information posted

Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

## Eligibility to access the Website

In order to access our Website and use our Services you must be at least 18 years of age and comply with all the terms and conditions set forth in these Terms.

By using our Website, you warrant and represent that you are at least 18 years of age, you are not barred to use the Website under any applicable laws, you are using the Website only for your own personal use and you have read, understood and agreed to be bound by these Terms.

You are not allowed to access our Website or use our Services or Purchase GPC Tokens if:

- (a) you have previously been suspended from using our Services,
- (b) under the applicable laws of the jurisdiction(s) in which you reside or conduct business, you are prohibited from using our Services or do not have the requisite licenses or other governmental authorizations to use the Services,
- (c) you are a citizen or resident (tax or otherwise) of any country or territory where transactions with digital tokens and/or digital currencies are prohibited or in any other manner restricted by applicable laws,
- (d) you are a person under sanctions imposed by the United States of America Government or the European Union, or

(e) you are a person resident or domicile or located in any jurisdiction or any other country or territory that is subject to Country - wide or territory - wide sanctions, such as North Korea, Syria or The Crimea Region or otherwise

(f) your use of the Services breaches any other agreement to which you are a party.

"Person" or "person" is generally defined as a natural person residing in the relevant state or any entity organized or incorporated under the laws of the relevant state.

If you are accessing or using our Services on behalf of another person or entity: references to "you" in these Terms collectively refer to you and that other person or entity, and you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

### **Special restrictions for the purchasers of GPC Token**

If you are a citizen or resident or domiciled or located, or any entity incorporated, in the United States of America, Canada, Singapore, China (Excluding Honk Kong, Macau and Taiwan), South Korea, you are not allowed to purchase GPC Tokens and special restrictions apply as identified in the Terms of Sale Agreement found at [www.greenpalnetcoin.io](http://www.greenpalnetcoin.io) in relation to the offer and sale of GPC Tokens.

If you do not meet these requirements or if you fall within the restrictions you must not access or use our Website.

## **Changes in Terms**

We may update these terms of use from time to time without notice. All changes are effective immediately when we post them.

It is the user's responsibility to check whether these terms have been updated. Your continued use of the Website following the posting of

revised Terms of Use of GreenPlanet Website means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes as they are binding on you.

If you do not agree with the amended Terms, you must stop accessing and using the Website and the Services provided therein.

## Information about you and your visits to our Website

We process information about you in accordance with our Privacy Policy found at, [www.greenplanetcoin.io](http://www.greenplanetcoin.io) and Cookie Policy found at, [www.greenplanetcoin.io](http://www.greenplanetcoin.io)

By using our Website, you consent to such processing and you warrant that all data provided by you is accurate and complete.

## Services provided through our Website

Services ("Services") provided through the use of our Website are governed by the Terms and Conditions document / agreement found at, [www.greenlanetcoin.io](http://www.greenlanetcoin.io)

## Uploading material to our Website

Whenever you make use of a feature that allows you to upload material to our Website, or to make contact with other users of our Website, you must comply with the User Content Standards set out below. You confirm that

any such Contribution does comply with those standards, and you indemnify us for any failure to comply.

Any material you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose, always subject to the terms of our Privacy policy found at [www.greenplanetcoin.io](http://www.greenplanetcoin.io).

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, breach of their confidential information or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Website.

We have the right to remove any material or posting you make on our Website if, in our opinion, such material does not comply with the Content Standards set out below.

## Prohibited Conduct in using the Website

You may use our Website only for lawful purposes.

You may not use our Website:

- attempt to change, add, remove, deface, hack or interfere in any way with material on the Website;
- conduct any systematic or automated data collection activities (including but not limited to scraping, data mining, data extraction and data harvesting) on the Website;

- use this site for marketing reasons without our consent;
- Use any process to monitor or copy, send, use, publish or distribute any of the material on the Website for any not justified reason allowed as per these Terms;
- Use the Website in any way which endangers the Website, or its users or exposes them to liability;
- in any way that breaches any applicable law or regulations, contract, intellectual property or other third-party right or commit a tort;
- in any way that is unlawful or fraudulent, or has unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm any individual in any way;
- to send, receive, upload, download, use or re-use any material which does not comply with our User Content Standards set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);
- to create liability for us in any way or in any way that causes us to lose (in whole or in part) the services of our suppliers;
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.



- Engage in, encourage or promote any activity that violates these Terms;
- Attempt to circumvent any content-filtering techniques we employ;
- Develop or use any third-party scripts or applications designed to scrape or extract data from the Services;
- Use the Services offered in the Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from utilizing the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Use the Services offered in the Website for benchmarking purposes or for the purpose of developing a competitive product;
- Manipulate, or attempt to manipulate, the Services in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms of Use.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or other users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of any of the provisions in these Terms of Website Use;
- not to access without authority, interfere with, damage or disrupt:
  - i. any part of our Website;

- ii. any equipment or network on which our Website is stored;
- iii. any software used in the provision of our Website; or
- iv. any equipment or network or software owned or used by any third party.

## User Content Standards

User Content Standards means any material (including but not limited to text, images, audio-visual material and products) that you submit to this website for whatever reason and must meet certain standards.

These User Content Standards ("**User Content Standards**") apply to any and all material which you contribute to our Website ("**Contributions**"), and to any interactive services associated with the Website.

You must comply with the spirit and the letter of the following standards.

The User Content Standards apply to each part of any Contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions);
- comply with applicable law in Cyprus and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person or which is obscene, offensive, hateful or inflammatory;
- promote violent or sexually explicit material;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be false, inaccurate or likely to deceive or mislead any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- link directly or indirectly to or include descriptions of goods or services that are prohibited under these Terms of Website Use.

We reserve the right to remove, modify or change any content submitted on the Website.

## Disclaimers

The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy or completeness.

To the fullest extent permitted by applicable law and except as otherwise specified in writing by us the services are made available on an "as is" and "as available" basis without warranties, guarantees or conditions of any kind;

To the extent permitted by law, We, other members of our group of Green-Planet companies and third parties connected to us, hereby expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, law or otherwise; we expressly disclaim all implied warranties as to the services, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and noninfringement;
- (b) any liability whatsoever incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - direct, indirect or consequential loss or damage;
  - loss of income or revenue;
  - loss of business;

- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by infringement of general laws (including the omission to act in accordance with reasonable carefulness), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Further:

- (a) We do not represent or warrant that the services are reliable, current or error-free, meet your requirements, or that defects in the services will be corrected;
- (b) The site may have links or content and information available for download on the Website. Although care has been taken to ensure that links and content is safe on the Website, we cannot guarantee that they will be virus free or other harmful components. We accept no liability from damage caused due to viruses from downloading or using links on the Website.
- (c) While we try to keep information on the Website up to date we do not warrant that all information on the Website will be accurate at any time. We do not accept liability for any loss or damage

caused due to reliance on information that is not accurate at the time including but not limited to loss of business, profits, data, or other intangible property.

- (d) Links to third party websites are subject to the terms and conditions of those sites. GreenPlanet accepts no liability for loss or damage due to malicious tools or viruses on those third-party sites.

## Limitation of liability

- (A) To the fullest extent permitted by applicable law:
  - i. in no event will GreenPlanet or any of the GreenPlanet company parties be liable to you for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and
  - ii. in no event will the aggregate liability of company and the company parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to the services or these terms exceed the total amount of the GPC Token you contribute as part of the Services offered in our Website.

- (B) The limitations set forth above will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of company.
- (C) Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. accordingly, some of the limitations of this section may not apply to you.

## Release

To the fullest extent permitted by applicable law, you release the GreenPlanet and the other GreenPlanet parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and other contributors, publishers, advertisers, uphold or the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## Restricted Access

We reserve the right to restrict certain areas of the Website at our discretion.

We may provide you with a user ID and password which allows access to restricted areas of the website. It is the responsibility of the user to keep the user ID and password confidential at all times.



## Termination and Suspension

We reserve the right, without notice and in our sole discretion and for any reason, to terminate or suspend your right to access or use the Services with immediate effect. We are not responsible for any loss or harm related to your inability to access or use the Services.

Further we will determine, in our discretion, whether there has been a breach of these Terms of GreenPlanet Website Use.

Where we consider a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms constitutes a material breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our Website;
- issue 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;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Website Terms of Use. The responses described in these Website Terms of Use

are not limited, and we may take any other action we reasonably deem appropriate.

## Jurisdiction and applicable law

The Cyprus courts and specifically the District Court of **Nicosia**, will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These Terms of GreenPlanet Website Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Cyprus.

## Severability

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

## Trademarks

The GreenPlanet company name, the GreenPlanet company logo and all related GreenPlanet names, logos, product and service names, designs and slogans are trademarks of GreenPlanet or its affiliates or licensors.

You must not use such marks without the prior written permission of GreenPlanet. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

## Geographical Restrictions

The owner of the Website is based in Cyprus. We make no claims that the Website or any of its content is accessible or appropriate outside of Cyprus.

Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside Cyprus, you do so on your own initiative and are responsible for compliance with local laws.

## Indemnification

You agree to defend, indemnify and hold harmless GreenPlanet, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

## Waiver

No waiver of by GreenPlanet of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of GreenPlanet to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

## Entire Agreement

The Terms of Use, our Privacy Policy and our Cookie Policy constitute the sole and entire agreement between you and the GreenPlanet company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

## Miscellaneous

These Terms constitute the entire agreement between you and us relating to your access to or use of the Services and supersede any prior agreements with GreenPlanet or its affiliates, express or implied, relating to GreenPlanet payments. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. You may not assign your rights and obligations under these Terms without our express written consent. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Your access to or use of the Services does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, may be provided in electronic form.