

# TERMS & CONDITIONS

## TENSET PLATFORM



[www.tenset.io](http://www.tenset.io)

### I. GENERAL PROVISIONS

#### 1. Purpose

Tenset is an online platform, based on blockchain technology (WEB 3.0) allowing Users to use the services available through Platform, in particular but not exclusively Marketplace, Gem Launch Platform (TGLP), Infinity and Governance. Detailed terms and conditions for use are specified herein, via information published directly on the Platform and other documents shared by the Tenset or other third parties (Providers).

The User acknowledges and accepts that the Tenset manages [www.tenset.io](http://www.tenset.io) and You, by using the services (including transactions using \$10SET Tokens) as a part of the blockchain network (BSC or equivalent), establish a relationship on a basis of other terms and conditions or terms and conditions of service provision, including especially, but not only, information and documents available on websites [www.bnbchain.org/en/smartChain](http://www.bnbchain.org/en/smartChain) and/or [www.metamask.io](http://www.metamask.io) (or equivalent wallet) or others to which the Platform is currently redirected, in order to use a particular service. Thus, the User acknowledges and accepts that any transactions using \$10SET Tokens does not does not imply the conclusion of any agreement directly with Tenset. Conclusion of an agreement on service provision by electronic means between the Tenset and the User takes place only as a result of registration the Account for a particular User, pursuant hereto.

**DISCLAIMER:** *In any way, the activity of the Tenset does not refer to investments as investment funds. Possible expressions referring to obtaining benefits via the Platform shall be defined solely as exercising the rights implemented in a \$10SET Tokens or other third party tokens (the Providers). The activity of the Tenset shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the Tokens.*

#### 2. Terms and Conditions and other Documents

Each User is obliged to comply with the provisions hereof while taking steps to use the Platform. The content hereof is available to Users on the Platform. The User is obliged to read the content hereof. Acceptance hereof is voluntary, but it is a condition of using the Platform. Documents intended for Users are made available in electronic form on the Platform in such a way that Users can store and retrieve them in the course of ordinary activities.

#### 3. Interpretation of the Provisions hereof

Headings are purely ordinal and may only support the interpretation and clarification hereof. A reference to documents is a reference to the relevant document and any subsequent amendment or modification thereof, unless otherwise stated in the content of the reference;

Here, unless the context requires otherwise: (I) words describing a kind refer to all kinds; (II) singular words refer to also as plural, and plural words refer to also as singular; (III) capitalized words refer to definitions hereof.

The content of information and documents provided on the Platform shall affect the interpretation of the provisions hereof, and these documents are treated as mutually explanatory.

#### 4. **\$10SET Tokens**

The User represents that by using the Platform, he/she acts independently and on his/her own behalf. Furthermore, the User represents that the funds used on the Platform have legal sources. **The User further accepts that the \$10SET Tokens are not: (I) a document issued by name, on request or issued to the bearer, as well as a financial instrument and a participation unit nor an investment certificate within the meaning of the relevant national acts at the place of the Tenset's headquarters; (II) a packaged retail investment product within the meaning of Article 4 of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and is not under any provisions of law provided by the state.**

**With respect to the Buyback, the User acknowledges and accepts that he/she does not acquire any claim for the repurchase of \$10SET Tokens. Buyback takes place solely on the decision made by Tenset, in particular with regard to the price, time and place of repurchase. Any Buyback information presented by Tenset does not constitute an offer within the meaning of the relevant legal regulations, nor does it constitute a calculation for such offer, and is for informational purposes only.**

#### 5. **User's Representations**

The User accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that the Tenset **DOES NOT GUARANTEE** to the User that the acquisition of \$10SET Tokens or other tokens visible through the Platform, or that the use of the Platform will bring the User expected outcomes, results, or economic or financial profits.

With respect to the use of the Marketplace, Gem Launch Platform (TGLP) and/or Infinity services, the User establishes a relationship exclusively with the Provider of the respective service. **To the above respect, the User represents that: (I) he/she does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering or classifies the process of distribution (issuance) of the tokens only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts; (II) by joining the process of purchasing the tokens, the User does not in any way join the Provider's company, does not form a company with the Provider, and does not acquire corporate rights in the Provider's company and does not enter into a similar legal relationship with the Provider, including e.g. a joint venture.**

**With respect to the use of Governance service, the User acknowledges and accepts that he/she does not in any way join the Tenset's company and does not acquire corporate rights in the Tenset's company. The votes cast by the User, represent only the subjective opinion of the individual User regarding the future direction of the Platform, which Tenset may or may not consider.**

## II. **DEFINITIONS**

### 1. **TENSET**

Tenset FZCO (License number: 8471) based at IFZA Dubai - Building A2 / 101, United Arab Emirates. All representations shall be directed to this entity only.

### 2. **PLATFORM**

An Internet website under the domain [www.tenset.io](http://www.tenset.io).

### 3. **USER**

A natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law to participate in the Platform, if applicable in the place of temporary or permanent residence;

**4. ACCOUNT**

Collections and competences assigned to the User within the scope of the Platform, resulting concluding the agreement on service provision by electronic means between the User and the Tenset, includes data necessary for authorisation and for using some services accessible via the Platform.

**5. KYC/AML**

A set of activities as a result of which information on a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing.

**6. ICT**

A system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device.

**7. PROVIDER**

External entities and other third parties, that provide or may provide services and content on the Platform.

### **III. ACCESS AND USE OF THE PLATFORM**

**1. Platform Access**

The Platform is accessible for Users of devices with the Internet connection. In order to use the Platform, the User shall enter correctly the website address and run it on his/her device that supports the ICT system. Services are available on the Platform to the User's individual request, based on running the Platform and using the services.

**2. Restrictions**

Use of the services may be territorially restricted. The Tenset offers access to the services in accordance with local law. The Tenset does not allow the use of the services by Users under the jurisdiction of: United States, Italy, Germany and also Afghanistan, Libya, Serbia, Belarus, Somalia, Cuba, Sudan, South Sudan, Democratic Republic of the Congo, North Korea, Burundi, Syria, Egypt, Republic of Guinea, Bissau, Tunisia, Eritrea, Iran, the Central African Republic, Venezuela, Iraq, the Republic of the Union of Myanmar, Yemen, Lebanon, Zimbabwe. Tenset reserves the right to choose, limit or refuse to provide services in a particular jurisdiction at any time.

**3. Terms and Conditions of using the Platform**

Users are required to use the Platform in a manner consistent with applicable law, herewith, regulations of websites and the Providers, as well as the principles of social coexistence, including the general principles of using the Internet and websites, and respecting the rights of third parties and the Tenset. In particular, the User is obliged to use the Platform in a way that does not interfere with its functioning, is not inconvenient for other Users and the Tenset and respectful for the personal rights of third parties (including the right to privacy) and any other rights they are entitled to. In addition, the User is obliged to use all information and materials shared via the Platform only within the scope of fair use and potential licenses.

**4. Forbidden Content**

The User is obliged not to provide illegal or offensive content, content that violates the personal rights of third parties, inciting to commit a crime, as well as vulgar statements, as well as advertising content without the prior consent of the Tenset. The Users are obliged to immediately notify the Tenset of any violation of their rights in connection with the use of the Platform.

**5. Results of the Violations**

If it is found that the User commits activities prohibited by law or hereby, or violates the principles of social coexistence or prejudicial to the legitimate interest of the Tenset, the Tenset may take all legally permitted actions, including limiting or preventing the User from using the Platform and provided services via the Platform.

#### **6. External Services and Content**

Tenset, in cooperation with the Providers, may provide Users with additional services and content on the Platform. Terms and conditions for the provision of electronic services as part of those websites are set out in the individual regulations of the websites. Using additional services and content requires reading and accepting their terms and conditions. In the event of a conflict between hereof and terms and conditions of additional services and content, the provisions of individual websites shall apply. In matters not covered by provisions of individual websites, the provisions hereof shall apply.

### **IV. CONCLUSION OF THE AGREEMENT**

#### **1. Users**

The agreement shall be concluded by natural persons, legal persons and other organizational units to whom separate provisions assign legal capacity. The age of majority is determined by law of the country in which the User lives and the minimal age is 18 years old. The Tenset's provision also includes enabling the Platform to be viewed in parts that are visible to people who do not have a User Account.

#### **2. Account**

The Account may be created by the User. Account registration is free and voluntary (optional), but necessary to access some of the services available on the Platform. In order to create the Account, the User is obliged to provide the required information contained in the registration form on the Platform, including in particular, the User is obliged to connect the cryptocurrency wallet (Metamask or equivalent), in accordance with the information available in the Account registration form. The registration of the Account takes place only via the Internet (online). It is forbidden to share an Account with other third parties.

The User is obliged to protect data used to access the User Account. Any results of unauthorized acquisition of the password, private keys or other data enabling the access to the Account belonging to the User are not the liability of the Tenset.

#### **3. Agreement**

The moment of accepting hereof is the moment of concluding the agreement on the provision of electronic services between the Tenset and the User. The Agreement is concluded for unspecified term.

#### **4. Agreement Termination**

Both the User and the Tenset have the right to terminate the agreement on service provision by electronic means at any time, without justification. The declaration of terminating the agreement may be submitted only by e-mail pursuant to provisions (IX) hereof. The Tenset reserves the right to terminate the Agreement on grounds of an essential reason with the immediate effect, especially, on grounds of the User's violation hereof.

#### **5. Withdrawal from the Agreement**

If the User is a consumer, the Tenset informs, and the User accepts, that the right to withdraw from the Agreement is excluded due to: (I) the subject of the provided services (providing digital content); (II) payments in virtual currencies are related to the financial market over which the Tenset has no control, which results in the volatility of their (cryptocurrencies) price.

### **V. USE OF SERVICES**

#### **1. General Information**

The User through the Platform, gains access to certain services indicated directly on the Platform, in particular but not exclusively - Marketplace, Gem Launch Platform (TGLP), Infinity and Governance. Details of the operation of each service are indicated directly on the Platform, subject to provisions hereof.

## **2. Marketplace & Gem Launch Platform (TGLP)**

As a part of the activities performed on the Platform (in particular via the blockchain network) in relation to the functionalities offered by the Providers and/or smart contract, the User obtains the option of purchasing the tokens, subscriptions or/and allocations in a particular project provided by the Provider. The User, acknowledges and accepts that all provisions hereof, also apply to transactions through the Platform and/or Tenset with the Providers.

Details on how to purchase tokens, subscriptions or/and allocations are each time specified by the Platform, smart contract or other entities to which the Platform redirects (e.g. Metamask), in terms of making payments for the particular purchase. The purchase of the particular product, entitles the Users to obtain the benefits specified by the relevant Provider, subject to provisions hereof.

## **3. Purchase Method**

Details on the method of purchasing the tokens, subscriptions or/and allocations and their value expressed in the price - each time determined by third parties or websites of these third parties.

The User represents that the unit of account for the particular purchase, are virtual currencies (cryptocurrencies), each time specified by the Providers or websites (payment processors) and accessible via the Platform in the form of ICT links redirection.

## **4. Infinity**

As a part of the activities performed on the Platform (in particular via the blockchain network) in relation to the functionalities offered by the Providers and/or smart contract, the User obtains the option to lock the owned tokens (staking). Details of how to lock the tokens are each time specified by the Platform, smart contract or other entities to which the Platform redirects (e.g. Metamask), in terms of making particular transaction. Locking of the tokens, entitles Users to receive benefits specified by the relevant Provider, subject to provisions hereof. At the same time, the User acknowledges and accepts that Tenset, may at any time, in its sole discretion, change the terms of the benefits received from locking the tokens. The User shall not acquire any claim against Tenset or the Provider due to such change.

## **5. Governance**

In accordance with the provisions of (l) hereof, the User may cast a vote or votes regarding the future direction of the Platform, which Tenset may or may not consider. Details on how to cast a vote are available on the Platform.

## **6. Fee & Transaction Time**

The fees for making transactions via blockchain technology, are determined each time by the payment processors or cryptocurrency wallet (e.g. Metamask) and the blockchain network. The execution time is automatic and depends on the individual payment processor and also the blockchain network used by the User each time. The execution of the transaction, as a rule, is immediate if the User makes a correct payment, in accordance with the messages posted on the Platform or the Provider or on the website of a particular payment processor, subject to the possibility of extending this deadline in the event of situations beyond the Provider's or Tenset's control, such as e.g. technical breaks, blockchain network failures or occurrence of force majeure in the broad sense, up to a maximum of 7 days.

## **7. Minimum Amount**

The minimum amount of payment for the purchase of the tokens, subscriptions, allocations, or under the Infinity service in terms of locking the tokens, is determined by the form or message available on the Platform.

## **8. Safety**

Each User undertakes to use the Platform in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own passwords, logins and personal access keys to the wallet against third parties access. Any results of unauthorized acquisition of the password, keys or other data enabling the access to the wallet belonging to the User are not the liability of the Tenset or the Provider.

**Tenset does not process or store access data enabling the management of the cryptocurrencies, including Users' private keys. The User is obliged to protect the access data mentioned hereinabove, because in the event of their loss the Tenset or the Provider shall not recover them.**

**9. Knowledge of the Blockchain Technology**

**The User represents that he/she is familiar with the functionality of the Platform, its mechanism, as well as the scope of services provided by the Tenset. In addition the User has obtained all necessary information and data that he/she considers sufficient to decide on the acceptance hereof, and that he/she has extensive knowledge in the field of functioning, use or usability of software based on blockchain technology, particularly with respect to the use of the Platform.**

**8. Tax Obligation**

The User is obliged to determine how and according to what law the taxation shall be carried out in connection with the use of the Platform and to pay the tax to the competent tax authorities for a particular User. Tenset is not liable in any way for incorrect tax settlement of the User.

**VI. LIABILITY OF THE TENSET**

**1. Duty of the Tenset**

The Tenset supervises the technical functioning of the Platform on an ongoing basis, ensuring its correct operation. However, the Tenset does not guarantee the constant availability of all functions of the Platform, as well as their error-free operation.

**2. Exemption of Liability**

The User uses the Platform voluntarily, at own risk. The Tenset's liability for any damage arising in connection with the use of the Platform, and in particular its lack of functioning, as well as malfunctioning, is excluded to the fullest possible extent, legally permissible.

The Tenset is not liable for limitations or technical problems in ICT systems used by Users' devices, which prevent or limit Users from using the Platform and the services offered via it. The Tenset is not liable for the User's unsatisfactory quality, performance and accuracy of the Platform.

**3. Service Provision Breaks**

Breaks of technical causes may occur during functioning of the Platform. The User has no claims resulting from the suspension or termination of the services provision by the Tenset.

The provision of the services may be interrupted in the event of inappropriate connection quality, damage or defects of telecommunications equipment, power systems, computer equipment, failure of the telecommunications network or blockchain network, power outages or any action of third parties.

**4. Blocking the Access**

The Tenset has the right to block access to the Platform or individual functions in the event of irregularities in the use of the Platform, in particular in the event of circumstances that could harm the User or the Tenset. The Tenset shall not be liable for the temporary suspension of access to the Platform for the period necessary to remove any threats or irregularities.

**5. Access Fees**

Access to the Platform is free of charge, subject to the data transmission costs required to run and use the Platform and the costs of transactions within the particular blockchain network, which the User is obliged to cover on his/her own. The Tenset is not liable for the amount of fees charged by the blockchain network for the User's use of the Platform.

**VII. COPYRIGHTS AND INTELLECTUAL PROPERTY**

**1. Competent Entity**

The Tenset has all rights to the Platform, including proprietary copyrights to the Platform, as well as to its individual parts, in particular to text, graphic and multimedia elements as well as programming elements generating and operating the Platform, including industrial property rights and any other derivative rights, excluding the content provided by Providers or payment operators.

## **2. License**

Upon the use of the Platform and the acceptance hereof by the User, the Tenset grants the User a non-exclusive license to use the Platform, to the extent of the services used by the User. The license is non-transferable and is granted for the duration of the User's use of the Platform in accordance with its purpose and in a manner consistent herewith.

The non-exclusive license granted to the User does not authorize the User to grant further licenses. Furthermore, the User is not authorized to act outside the scope of the license.

Transferring the content of the Platform to third parties is allowed only with the use of tools contained on the Platform and intended for this purpose.

The User has no right to reproduce, sell or otherwise market or distribute the Platform's source code, in whole or in part, in particular to send or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems.

## **3. Breach of the License Terms and Conditions**

In the event of a breach by the User of the terms and conditions of using the Platform or the licenses granted, the Tenset shall be entitled to block the User's access to the Platform and revoke the granted license. The above does not prejudice the Tenset's right to take other appropriate and legal actions in connection with the breach.

# **VIII. AML/KYC**

## **1. Tenset's Duties**

Within the activity of the User on the Platform, the Tenset verifies the User pursuant to international provisions of law on anti-money laundering and counter-terrorism financing (AML/KYC). The verification levels and required documents are determined on the Platform or in the separate documents. According to legal requirements, the Tenset verifies the Users repeatedly if it is necessary, on the basis of internal security procedures. Additional verification may involve the need to send other documents confirming the identity of a User.

## **2. Procedure**

The verification procedure may, in particular, consist in requesting additional data, in particular: (I) personal data confirmed by an identification document; (II) documented sources of means; (III) other data required by the Tenset. Failure to provide the requested data may result in the suspension of the transaction and, consequently, refusal to execute it.

# **IX. NOTIFICATIONS AND COMPLAINTS**

## **1. Contact with the Tenset**

All notifications about functioning of the Platform and services provided via it, as well as questions about using the Platform shall be directed to the Tenset via e-mail address: [contact@tenset.io](mailto:contact@tenset.io).

## **2. Content of the Notification**

The notification shall include: User's data (wallet address), contact details, reasons for notification and detailed description.

## **3. Response to the Notification**

Within 30 days from the date of receiving a notification, the Tenset considers the notification and informs the User about the result of its consideration. This period may be extended if the consideration of the complaint requires special information or the Tenset encounters other difficulties beyond its control or if it is necessary to obtain additional information from the User. The reply to the complaint shall be sent by the Tenset to the e-mail address from which it was received. Sending a complaint by the User in an electronic form is understood as a consent to receive a response from the Tenset also in electronic form.

## **4. Disputes**

All disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and the Tenset. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact the Tenset pursuant to provisions (IX) hereof.

If the above requirements are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of the registered office of the Tenset. At the same time, the User acknowledges and accepts that disputes arising herefrom may only be considered on the basis of an individual case of the User. In no way the Tenset is obliged to settle disputes as collective cases or collective actions.

#### **5. Reservations**

Tenset reserves the right not to respond to a complaint that is clearly unfounded, in particular to the extent that the complaint has already been examined in relation to a given User.

### **X. ADDITIONAL INFORMATION ON THE SERVICES**

#### **1. System Operation & Cryptographic Techniques**

The Tenset ensures the operation of the ICT system which is used in such a way that every User may terminate the use of the services at any time.

The Tenset shall ensure the operation of the ICT system, which is used, in such a way as to prevent unauthorized access to the content of transmission of electronic services, in particular using cryptographic techniques.

#### **2. Competent Entity**

The Tenset shall provide unambiguous identification of the parties of electronic services and due diligence to ensure the User of the competent entity who provides a product or service provided within the Platform. In the event of the absence of such identification or incorrect identification, the User does not acquire a claim against Tenset, but only directly against the relevant Provider.

#### **3. Technical Risk**

The Tenset reserves that the use of electronic services may entail a technical risks, typical for the use of ICT systems and blockchain technology. The User should protect own electronic connections and devices against unauthorized access, including in particular, installing anti-virus software or take further actions.

#### **4. Software Function and Purpose**

Updated information about the function and purpose of the software or data that are not part of the content of the electronic service entered into the ICT system used by the User (cookies) is in the Privacy Policy of the Platform.

#### **5. System Requirements**

In order to use the service provided by electronic means within the Platform, the User shall meet the following technical requirements necessary for cooperation with the ICT system of the Tenset: using a device enabling the use of the Internet, connection to the Internet, using a browser enabling the display of websites, e.g. Internet Explorer versions 5.5 and higher, or Opera versions 7 and higher, or Firefox versions 1 and higher, or Google Chrome 5.0 and higher, or Safari 5 or higher with cookies setting enabled, SSL and JavaScript enabled encryption, and an active e-mail account, i.e. e-mail address.

#### **6. Problem Diagnosis**

The Tenset reserves the right to intervene in the technical structure of the User Account to diagnose irregularities in the operation of the services, and is allowed to change or affect the technical side of the User Account in any manner to modify or restore the correct operation. But in any case, Tenset does not acquire access to the funds accumulated in a particular cryptocurrency wallet address.

### **XI. FINAL PROVISIONS**



**1. Amendments**

The Tenset has the right to amend the terms and conditions without justification. The Tenset shall notify the User about amendments in a clearly visible place on the Platform. If the user does not agree to the amendment hereto, the User is allowed to withdraw the agreement.

**2. Transformation or Transfer of Rights**

The User acknowledges and accepts that the Tenset may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.

**3. Relevant Jurisdiction**

The provisions hereof and all disputes between the Tenset and the User are subject to law applicable in the place of the Tenset's main office at a given moment.

**4. Nullity**

No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire document is null and void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.