

# TERMS AND CONDITIONS

## ~TERMS AND CONDITIONS OF SERVICE PROVISION, PRIVACY POLICY AND COOKIES POLICY~



### § 1. PREAMBLE

#### 1.1. Purpose

EBuy is an internet website whose purpose is to enable Users to purchase Tokens in the ICO model as well as participation in the Affiliate Program under terms and conditions specified herein and information shared on the website, the Marketing Plan and Whitepaper.

#### 1.2. Selfmaker

The Administrator and Service Provider of the Website is: eBUY Partners OÜ, entered to the register under No. 3525544, licensed under Estonian law therefore the User acknowledges that all representations shall be directed solely to this entity. Contact with the Service Provider is available at: Harju maakond, Tallinn, Kesklinna linnaosa, Pärnu mnt 41a-304, 10119. For the purposes hereof the Website, Administrator and Service Provider shall be referred to as Selfmaker.

#### 1.3. ICO

This is a method of raising capital to finance the project. In the case of EBuy, it is aimed at creating an online platform for reverse auctions.

## § 2. GENERAL PROVISIONS

#### 2.1. Scope of the Services

The User may register via the Website and gain access to the User Account at the same time, which enables the User to purchase Tokens. Those who purchase tokens will receive an eBuy Coin (ECB), which will be a digital means of payment. Information about reverse auctions, the ECB and the Dukat (DKT) as stablecoin used for the purpose is contained in Whitepaper, so User have to read it before registering.

#### 2.2. Definitions

**Password**- a unique string of characters created by the User, granting access to the User Account;

**User Account**- collections of assets and competences assigned to the User within the Website, includes data necessary for authorization and using the Services;

**Login** - a name of the User used for identification, together with the Password, necessary for authorization during accessing the Website;

**Marketing Plan** - a document specifying the terms and conditions of participating in the Affiliate Program. The Marketing Plan, including all provisions therein, is an integral part of this Agreement;

**Platform** - an online platform where under the domain <http://https://ebuypartner.com/>;

TOKENS ARE SOLD BY  
eBUY Partners OÜ

**Registration** - an activity completed via the Platform based on opening the User Account and defining the Login, Password and other registration fields;

**Information and Communication Technologies (ICT) System** - 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;

**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 professional, or has appropriate competences on the basis of national law to participate in the Website, if applicable in the place of temporary or permanent residence;

### **2.3. Investment**

EBuy activity does not refer to investments as investment funds. The word “investments” in the scope of business activity of the Service Provider shall be defined solely as the purchase of Tokens. The activity of the Service Provider shall not be perceived as investment advising or recommending of the Service Provider.

## **§ 3. REGISTRATION AND AGREEMENT**

### **3.1. User**

The agreement shall be concluded by natural persons, legal persons and other organizational units to whom the law assigns legal capacity. The age of majority is determined by the law of the country in which the User lives, and the minimal age is 18 years old. The registration is free of charge. For the registration of minors, the documented consent of the legal representative is required.

### **3.2. Agreement**

Upon the Registration on the Platform, the User concludes the Agreement on provision of services by electronic means and confirms acknowledging hereof, and in particular:

- 1) the scope of the provided Services;
- 2) the Marketing Plan;
- 3) Whitepaper;
- 4) lack of necessity of inviting new members to the Website;
- 5) presence of risk specified herein.

### **3.3. Registration fields**

The Registration is completed online only and requires providing information included in the registration form.

### **3.4. Registration Process**

The User after filling in all Registration fields confirms acknowledging the Terms and Conditions and other information by checking the check-boxes. Next, the User receives an e-mail with the information on the completed activity.

### **3.5. Completed Registration**

Having completed the Registration, the User is granted the access to the account, via which he/she may add additional personal information necessary, specially to verify the User.

### **3.6. Account Verification**

Within the activity of the User on the Website, the Service Provider verifies the User with respect to the international provisions on, out of many, anti-money laundering and counter-terrorism financing. The levels of verification and the documents needed for this are defined on the platform. The basic document for verification is a scan of the identity document. According to legal requirements,

the Service Provider verifies the Users regularly, on the basis of internal security procedures. Additional verification may involve the need to send scans of documents other than the ones in the basic verification, in particular confirming the source of means or a photo of the User at the location specified by the Service Provider, which is located near the address indicated in the provided documents or video contact with the User.

### **3.7. Duration of the Agreement**

The Agreement is concluded for unspecified period of time. The User is allowed to terminate the Agreement by sending an e-mail to the Service Provider's e-mail address. Service Provider is allowed to store data necessary to identify the User, his/her statements, in the event of claims or enquiries of competent authorities. The Agreement expires at the latest from the day of the User's death, but rights to the Account may be inherited as a result of inheritance proceedings. User's rights are granted by the Service Provider's confirmation only, on the basis of provided required documents for that purpose.

### **3.8. Agreement Termination**

The Service Provider reserves the right to terminate the Agreement on grounds of an important reason with the immediate effect, especially, on grounds of the User's violation hereof, in particular:

- 1) Spreading information unfavorable for the business activities of the Service Provider by the User or inconsistent herewith, or the policy of the company, especially so called "hate";
- 2) The User has informed that inviting other members is sufficient to profit;
- 3) In presentations on the Service Provider, the User has not included the information on the presence of risk;
- 4) The User has misled potential users about the aims of the Service Providers' activities in other way;
- 5) The User has been sentenced (final judgement), or bankruptcy or agreement proceedings have started against the User.

## **§ 4. TOKENS PURCHASE AND SERVICES USE**

### **4.1. Tokens**

Due to the payments made on the Platform, the User acquires Tokens known as eBuy Coin (EBC), for which it will be possible to buy or sell Ducats needed to discover auctions. Ducats (DKT) due to being a stablecoin will only be available on the eBUY Partners auction platform. This token will serve as a tool for checking the auction price (discover auctions) and for settling accounts with exhibitors. The ducat will always be exchangeable at a ratio of 1 Ducat to 1 USD and this exchange can be done on the eBUY Partners platform in the tab exchange office.

### **4.2. Service Intended Use**

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 personal passwords and logins from third parties' access.

### **4.3. User Account Access**

Any results of unauthorized acquisition of the Password to the User Account by the third parties are not the liability of the Service Provider. In particular, it applies if the User Account is opened by other person/User, which is unacceptable by the Service Provider. Opening the User Account on the Platform for the other person constitutes a particularly flagrant violation hereof due to the will of the Service Provider to honestly inform each person about the terms and

**THE AGREEMENT IS CONCLUDED  
FOR UNSPECIFIED PERIOD OF  
TIME.**

conditions of joining the Website.

#### **4.4. Rights to the User Account and Multi-Account Ban**

The User shall not share the User Account with others, transferring the rights to the User Account and any other form of sharing a part of or all of the User Account. The User is allowed to have only one User Account on the Platform (multi-account ban).

#### **4.5. Using Trademark of the Service Provider**

The User has the right to use the trademark of the company (name), the logo (trademark) and advertising materials for the purposes of participating in the Affiliate Program.

#### **4.6. Withdrawal from the Agreement**

If the User is a Consumer, the Service Provider informs that the User loses the statutory right to withdraw from the Agreement due to:

- 1) Providing digital content;
- 2) The necessity to settle the purchase within the Affiliate Program to other Users, under the Marketing Plan.
- 3) Making payments in virtual currencies which are linked to a financial market over which the Service Provider has no control, resulting in their price volatility.

#### **4.7. The risk involvement**

The User accepts that by purchasing Tokens may not obtain any anticipated profit because it depends on the success of the Projects (acceptance auction platform of the market reversal) and User's actions in the Affiliate Program. Other risks are described in Whitepaper.

## **§ 5. AFFILIATE PROGRAM**

#### **5.1. Additional Feature**

The main purpose of the Website is to enable Users to purchase Tokens, and the Affiliate Program is an additional feature that allows Users to obtain commissions as described in the Marketing Plan and herein.

#### **5.2. Distribution Structure**

The User is allowed to acquire other people within own structure to distribute Tokens provided by the Service Provider. The User receives commissions on sold Tokens to acquired Users.

#### **5.3. Acquiring New Users**

The Service Provider represents, and the User acknowledges and agrees that acquiring new Users within the Affiliate Program is not necessary within the Platform. Any possible information on ways to profit taking into account the benefits of acquiring new people shall not be interpreted as a requirement to operate within the Platform.

#### **5.4. Rotator**

In the event that a person registers directly via the Platform, without any reference code, the system (rotator) operating within the Platform shall randomly assign a new User to one of the structures of the Users (first free place rule). Once assigned, the assignment shall not be changed manually.

#### **5.5. Honesty Clause**

The User acting within the Affiliate Program within the Platform acknowledges and is obliged to:

- 1) Inform about Tokens provided on the Platform and the ongoing Projects in an honest way, including especially the characteristic of the virtual currency

**THERE IS A RISK OF FAILURE  
OF THE PROJECT ACCORDING  
TO WHITEPAPER**

**THE TERMS, CONDITIONS AND  
AMOUNT OF THE COMMISSION ARE  
DESCRIBED IN DETAIL IN THE  
MARKETING PLAN**

**USERS MAY BE ASSIGN TO YOUR  
STRUCTURE AUTOMATICALLY  
DURING REGISTRATION DIRECTLY  
FROM THE WEBSITE**

**YOU SHALL REMOVE YOUR  
ACCOUNT BEFORE CHANGING THE  
PERSON WHO IS ABOVE YOU IN THE  
STRUCTURE**

**YOU CAN PROMOTE OTHER  
PROJECTS**

- market;
- 2) Inform about the lack of profit guarantee and the presence of risk;
  - 3) Inform about the lack of necessity to invite new Users;
  - 4) Follow principles of honesty and proper treatment in relationships with others;
  - 5) Not to apply misleading, dishonest, unfair practices and trading.

#### **5.6. Competition Principle**

The Users are allowed to compete by acquiring Users participating in the Affiliate Program and Users who may or will register. At the same time, the right to change the User by whom another User has been invited, i.e. to open a new User Account, is reserved and the current User Account shall be removed. To do it, the User shall first submit a request (notice) to the Service Provider to remove the User Account. If this provision is violated, the Service Provider may apply restrictive measures. It is stipulated that structures built as a part of the removed User Account shall not be then reassign by the Service Provider to the new User Account. The Service Provider does not interfere with the structure in any way. Any movements within the structures may be made as an individual decision of the User solely.

#### **5.7. Other Projects**

The User has the right to participate in affiliate programs offered by other service providers.

## **§ 6. PAYMENTS**

### **6.1. Unit of Account and payments**

The unit of account within the Platform is United States Dollar. Withdrawals are made in virtual currencies. The Service Provider may demand additional verification before withdrawal.

### **6.2. Fee and Transaction Time**

The withdrawal fee of USD 5.00 is charged for each withdrawal. Transaction time is up to a few working days.

### **6.3. Minimum Withdrawal Amount**

Minimum amount of the withdrawal is USD 100.00. All payments below this amount shall be stored on the User Account and withdrawn after the specified amount has been reached, according to the instruction received.

## **§ 7. RESTRICTIVE MEASURES AND COMPLAINTS**

### **7.1. Restrictive Measures**

Any violation of provisions hereof may result in, appropriately to the scale of damage:

- 1) A warning;
- 2) A temporary suspension of receiving commission within the Affiliate Program;
- 3) A temporary suspension of voting within the Deciding Service;
- 4) A temporary suspension of the User Account, i.e. prevent accessing the User Account;
- 5) The User Account removal, i.e. termination of the Agreement;
- 6) The User Account removal and redeeming collected means, i.e. termination of the Agreement and imposing the contractual penalty in case of serious detriment to the Service Provider.

### **7.2. Report Form and Its Content**



The User and third parties may report infringement, complaints and appeals against decisions to the Service Provider's e-mail address or via Support. The report shall include:

- 1) indication of a reporting person or entity;
- 2) indication if a person is the User of the Platform, if yes, providing own login;
- 3) detailed description of a report.

### **7.3. Response**

The Service Provider shall provide information on examining the online report within 30 (say: thirty) working days from the date of receiving it. The response to the report shall be sent to the reporting person address provided in the report. The Service Provider reserves the right to extend the above term by a maximum of 30 (say: thirty) working days if the identification of the report requires special information or encounters obstacles independent of the Service Provider, in particular such as equipment or network failures. Furthermore, the Service Provider reserves that the examination of the report may require additional explanations from the reporter - the duration of each response shall be extended accordingly. In the event of a completely unjustified report or two, or more unjustified notifications, the reporting person may be subject to a USD 25.00 fine.

### **7.4. Response Form**

Submitting the report electronically is understood as a consent to receive a response from the Service Provider also in the electronic form.

## **§ 8. PRIVACY POLICY**

### **8.1. Data Processing**

Upon the Registration of the User Account within the Platform, the User agrees to store personal data in the Service Provider's base and to process them for the purposes of the Services. The User is liable for providing false personal data. The Service Provider is the Controller of the personal data provided by the User. By accepting this Privacy Policy, the User agrees to terms and conditions of collecting, processing and securing personal data regarding the use of the Platform.

### **8.2. Respect for Privacy**

The Service Provider makes every effort to ensure that personal data are processed with the greatest respect for the privacy of the data provider and with the utmost care for the security of the processed personal data, and in particular ensures to take all legal measures to safeguard the personal data collections.

### **8.3. Applied Measures**

The Service Provider represents to apply technical and organizational measures to ensure protection of processed personal data appropriate for the risks and a category of protected data, and in particular to protect data against unauthorized sharing, processing as a violation of law and against their loss, damage or destruction.

### **8.4. Processing Scope and Purpose**

The Service Provider processes personal data of the User with the purpose of:

- 1) establishing, changing, executing or terminating the agreed relationship between the Service Provider and the User;
- 2) fulfilling legal duties of the Controller;
- 3) marketing and advertising the Service, as well as sending commercial information;
- 4) using ICT end devices and automatic trigger systems with the marketing

purpose;

#### **8.5. Data Profiling**

Processing personal data includes profiling the Users according to their behavior, interests, payment credibility and purchase preferences. Based on profiling, a specific content is conveyed to the Users, which potentially may interest them.

#### **8.6. Data Sharing**

To execute the Agreement, the Controller may share collected personal data with the entities including: employees, associates, delivery service, online payment system operators, entities providing operating, legal, accounting and IT services to the Service Provider, as well as entities personally or financially associated with the Service Provider. In such cases the volume of transferred information is limited to necessary minimum.

#### **8.7. Scope of Data**

The Service Provider processes and may process personal data of the User, appropriately to the registration form and data possibly provided within the User Account, in particular including identification and contact data. The scope of data is specified herein in the part of the Registration and the Agreement.

#### **8.8. Website Browsing**

Browsing the content of the Website does not require the User to provide personal data, unless access is conditioned upon the Registration. Lack of Registration of the User account results in limitations in using the Services, including in particular preventing from testing the availability of the Services from the User Account level. The Registration is free and does not impose any obligation to purchase within the Platform.

#### **8.9. Data Processing Rules**

The Service Provider shall comply with the following rules for the processing of personal data:

- 1) recording collected personal data only on such storage media that are protected against third party access;
- 2) reporting collections of personal data or appointing persons who shall perform the required duties as such;
- 3) performing personal data security surveillance throughout the whole term during which they are possessed to ensure in particular protection against unauthorized access, damage, destruction or loss;
- 4) sharing personal data to competent authorities on the basis of applicable law;
- 5) preserving the confidentiality of personal data.

The personal data processed by the Service Provider are not shared in a form that allows user identification of any kind, unless the User has given a consent or if the obligation to disclose such information is based on applicable law.

#### **8.10. Platform Traffic Analyses**

The Service Provider represents that it is allowed to use tools designed to analyze traffic within the Platform such as Google Analytics and other similar. The Service Provider is allowed, in particular, to collect information about the User's activity and behavior, such as visiting the Platform and using the Service. The Service Provider uses data with the purpose of market and traffic research within the Platform, statistics, in particular for the evaluation of interest in the posted content, including the Services, as well as to improve the Platform and fulfil duties on anti-money laundering and counter-terrorism financing. If the User uses

the Services via mobile device, the Service Provider is allowed to obtain, in particular, identification date of a mobile device, Internet service provider, and subscriber. The collected data shall be processed in an anonymous manner and used only for statistical purposes or to ensure proper use of the Platform.

#### **8.11. Service Use Termination**

Upon termination of the Agreement by the User, the Service Provider shall not process personal data of the User except for:

- 1) statements;
- 2) advertising, market research and the behavior, and preferences of the User for the purpose of improving the quality of the provided Services;
- 3) explanation of circumstances contrary hereto or the right to use the Platform or the Services provided within the Platform;
- 4) authorized for processing under the Agreement or separate provisions of law.

#### **8.12. User Rights**

The Service Provider ensures that the applied rules of processing personal data comply with Users' rights under the applicable law, in particular rights to access, correct, update, remove, limit processing, transfer own data, to object, to withdraw the consent, to complain to the supervisory authority. Notices regarding the Privacy Policy and personal data are examined according to the complaint procedure specified herein.

## **§ 9. COOKIES POLICY**

### **9.1. Cookies Types**

The Service Provider may use the following types of cookies on the Website and Platform:

- 1) temporary, which are removed after leaving the Website or Platform or after turning a web browser off;
- 2) permanent that are stored on the User's end device for unspecified period of time, or until the User manually deletes them;
- 3) statistical, which allow to analyze the traffic within the Website and the Platform; functional, which allow to personalize the Website and the Platform to the User
- 4) advertising, which allow to provide the User with contents adjusted to his/her personal preferences;
- 5) obligatory and safety, which regard safety keeping rules within the Platform and authentication rules.

### **9.2. Purposes of Using**

The Service Provider uses cookies for the following purposes:

- 1) to optimize and increase efficiency and quality of the Services;
- 2) to correctly configure features available within the Platform;
- 3) to personalize displayed contents and adjust advertisements to visitors of the Website and the Platform;
- 4) after logging in, to maintain the User's sessions on the Platform so the User does not have to re-enter the login and password on each subpage;
- 5) to keep safety and reliability of the Platform;
- 6) to collect and use general and publicly available statical data through analytical tools.



### **9.3. Analysis**

To ensure the highest quality, cookies are analyzed to determine which subpages are visited the most, which browsers are used by visitors and whether the Website and Platform structure is free of errors.

### **9.4. Cooperation with Entities**

Cookies stored on the User's end device may be used by other entities that affect the quality of the provided Services. The User may change own cookie settings at any time by specifying the conditions of storing and granting access to cookies on the User's device. The User is allowed to change the settings referred hereinabove by using the settings of the web browser or by configuring the Services. These settings may be changed in a way to block automatic cookies activity in a web browser or to inform the User of placing a cookie on the User's device.

### **9.5. User Rights**

The User is allowed to remove cookies at any time by using the settings available in the used web browser. Restricting or blocking cookies via the used web browser shall not make it impossible for the Users to participate in the Platform, however, this may cause difficulties or irregularities in the Platform operation for which the Service Provider is not liable. It is recommended to use software that enables cookies operation.

## **§ 10. ADDITIONAL INFORMATION OF THE SERVICES**

### **10.1. System Operation**

The Service Provider 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.

### **10.2. Cryptographic Techniques**

The Service Provider 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.

### **10.3. Competent Entity**

The Service Provider 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 the Service provided within the Website.

### **10.4. Technical Risk**

The Service Provider reserves that the use of electronic services may entail a technical risk, classic for the use of ICT systems. The User should protect own electronic connections and devices against unauthorized access, including in particular, installing anti-virus software.

### **10.5. 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 contained in the Privacy Policy of the Website.

### **10.6. System Requirements**

In order to use the Service provided by electronic means within the Website, the User shall meet the following technical requirements necessary for cooperation with the ICT system of the Service Provider: 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.

### **10.7. Problem Diagnosis**

The Service Provider 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 of the User Account or the Website.

## **§ 11. FINAL PROVISIONS**

### **11.1. Amendments**

The Service Provider has the right to amend the Terms and Conditions without justification. The Service Provider shall notify the User of amendments hereof in a visible place on the Website either by sending an e-mail to the Users or directly by the message available on the User Account i.e. in the User Panel. If the User does not agree hereto, the User is allowed to remove the User Account.

### **11.2. Complementing and Information**

No legal basis or incomplete of any of the provisions contained herein does not mean that the entire Terms and Conditions is legally void. These provisions shall be amended to the ones that best reflect their meaning and purpose.

### **11.3. Taxation**

The User is obliged to determine how, and under which law the revenues received within the Website shall be taxed and to pay tax to the competent tax authorities. The Service Provider is not liable for determining whether and how profits are taxed.

### **11.4. Disputes (Clause of Jurisdiction and Court Choice)**

The provisions hereof and all disputes between the Service Provider and the User are subject to law according to the decision of the Service Provider or law applicable in the country of the Service Provider's registered office, unless it is unacceptable under local law due to the fact that the User has the status of a consumer. Before the legal action, the User shall contact the Service Provider to obtain the information on the applicable law and competent court for the dispute to be resolved. The Service Provider shall provide information within 30 (say: thirty) working days from the date of receiving the information.

### **11.5. Transformations and Transfer of Rights**

The User agrees to transformations, legal changes and transfer of rights from the Service Provider to another entity. In particular, the User agrees that the registered office of the Service Provider may be transferred to another country, including through creating a completely new Company. Transfers of rights by the User are prohibited, unless the User gives his consent in writing or by e-mail.

### **11.6. Suspending and Terminating the Service Provision**

The Service Provider reserves the right to temporarily or permanently terminate or limit the provision of the Services, without prior notice to the Users. In particular, the Service Provider is entitled to conduct maintenance work to restore security and stability of the ICT system. The User has no claims resulting from the suspension or termination of the Services provision by the Service Provider.

**FIRST MAKE A COMPLAINT AND  
TRY TO SOLVE A PROBLEM WITH  
THE SUPPORT**