

# GENERAL TERMS AND CONDITIONS OF ULTIMA BUSINESS

## 1. Subject matter and scope of the terms and conditions

(1) U-Business Global LLC, Kingstown, St. Vincent and the Grenadines, Email: [info@ultima-business.com](mailto:info@ultima-business.com) (hereinafter – “**ULTIMA BUSINESS**”), is an innovative undertaking informing its community of the handling of innovative fintech free of charge. **ULTIMA BUSINESS** furthermore offers a highly sophisticated and novel concept of network server farms for minting block chain-based digital information units tradable within the **ULTIMA BUSINESS** cryptosystem (so-called cryptocurrencies). Within the scope of this activity, **ULTIMA BUSINESS** provides to its customers (hereinafter also referred to as "**you**" or "**User**") chargeable server capacities and/or proprietary, specially developed products for the minting of cryptocurrencies as well as other products associated therewith, which can be used upon conclusion of a separate agreement with **ULTIMA BUSINESS**.

(2) Additionally, you can also register as a distribution partner without any obligation to start distribution activities for **ULTIMA BUSINESS**.

(3) You will be informed of the content of the respective chargeable order, prices, and payment terms separately prior to ordering a chargeable service or other conclusion of a chargeable contractual relationship. Upon pressing the binding order button, e.g. “lease against payment” or “order now against payment” you declare in a binding manner that you intend to conclude a contract for the chargeable service chosen by you. The contractual relationship then is established upon email confirmation of the order by **ULTIMA BUSINESS**.

## 2. Registration on the **ULTIMA BUSINESS** website; Handling of account data; Rejection of Registration

(1) You must register on the website in a first step before being able to use the services of **ULTIMA BUSINESS**. 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 intend to conclude a utilization agreement for the gratuitous use of the Internet platform and you declare that you agree with the General Terms of Use of **ULTIMA BUSINESS**. The contractual relationship in this regard is established upon email confirmation of the registration by **ULTIMA BUSINESS**, which also includes access information. After receiving access information, you can create your profile on the website and have access to the offers of **ULTIMA BUSINESS**. 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) **ULTIMA BUSINESS** reserves the right to request verification of age and identity within the scope of a KYC process.

(4) You are 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. ULTIMA BUSINESS 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 as a new customer or by entering a new e-mail address. However, ULTIMA BUSINESS may, in individual cases and at the request of the customer, allow the creation of an additional profile at its own discretion; however, ULTIMA BUSINESS expressly disclaims any claim to this. The customer shall address any such request to ULTIMA BUSINESS. Should a user have created multiple profiles without the express consent of ULTIMA BUSINESS, this shall constitute a material reason for a permanent blockage of the user without the need for a prior warning.

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

(8) You are not authorized to grant access to your profile and to your access information to a third party. The use of your account by third parties is good cause for permanent blocking of the user without requiring prior warning. It is in your own interest to immediately inform ULTIMA BUSINESS of any third parties gaining knowledge and of any abusive use of your ULTIMA BUSINESS 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 ULTIMA BUSINESS at [support@ultima-business.com](mailto:support@ultima-business.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) ULTIMA BUSINESS reserves the right to reject applications at its own discretion and without stating reasons.

### **3. Customer's obligations**

(1) You are prohibited from infringing upon third party rights, harassing third parties, violating applicable law or common decency while using the Internet offer of ULTIMA BUSINESS.

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 ULTIMA BUSINESS;
- Data piracy, forwarding, or distributing personal or confidential information of other customers, distribution partners, or the employees of ULTIMA BUSINESS or other violation of the privacy of other customers, employees, or distribution partners of ULTIMA BUSINESS;
- Disseminating untrue statements regarding race, religion, gender, sexual orientation, origin, social status of other customers, employees, or distribution partners of ULTIMA BUSINESS;
- Data piracy, forwarding, or distributing confidential information of ULTIMA BUSINESS;
- Disseminating untrue allegations about ULTIMA BUSINESS;
- Pretending to be an employee of ULTIMA BUSINESS or an affiliated company or partner of ULTIMA BUSINESS;
- 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) ULTIMA BUSINESS 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. Termination of the Agreement**

(1) ULTIMA BUSINESS 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, whereby the termination may also affect contracts regarding the chargeable lease of server capacity. 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 ULTIMA BUSINESS,
- Transmission of wrong or misleading information to ULTIMA BUSINESS,
- Fraudulent, illegal, or otherwise abusive use of offers of ULTIMA BUSINESS,
- Causing damage and otherwise damaging ULTIMA BUSINESS or other customers or distribution partners of ULTIMA BUSINESS,

(2) You are authorized to terminate your user agreement at any time; transmission of proper termination by email to [support@ultima-business.com](mailto:support@ultima-business.com) suffices for valid receipt of the termination and your profile will be deleted in the ULTIMA BUSINESS Community.

#### **5. Server availability**

The ULTIMA BUSINESS service is operational 24 hours, 7 days a week, with an annual average availability of 90%. Excluded here from are downtimes caused by maintenance and software updates as well as periods during which the service cannot be reached on the Internet due to technical or other problems that are not within the scope of responsibility of ULTIMA BUSINESS (force majeure, fault of third parties, etc.). In order to be able to use the ULTIMA BUSINESS service to the full extent, you must use the respective most updated (browser) technologies or enable their use on your computer (e.g. activating JavaScript, cookies, pop-ups). The use of ULTIMA BUSINESS services may be limited when using older or not commonly used technologies.

#### **6. Limitation of Liability**

(1) ULTIMA BUSINESS cannot be held liable for wrong information in your application. From this follows that ULTIMA BUSINESS does not accept any liability for the accuracy of this information and your content saved at ULTIMA BUSINESS constitutes third-party information unrelated to ULTIMA BUSINESS within the meaning of applicable law.

(2) ULTIMA BUSINESS furthermore is not liable for the desired success the customer wishes to achieve based on the use of the Internet platform, the products of ULTIMA BUSINESS.

(3) Insofar as ULTIMA BUSINESS provides computer programs (e.g. the e-wallet) on its Internet offer, use of the software is at your own risk. ULTIMA BUSINESS is not liable for damages arising from the installation and/or use of the software from the download area insofar as this is legally permissible. Despite up-to-date virus scan, liability for damages and impairment by computer viruses is excluded within the scope of statutory provisions. ULTIMA BUSINESS is furthermore not liable for defects in the quality of access to the service based on force majeure or based on events that are not within the scope of responsibility of ULTIMA BUSINESS. ULTIMA BUSINESS is furthermore not liable for third parties gaining knowledge of your personal data without authorization (e.g. by unauthorized access of hackers to the database).

(4) Moreover, ULTIMA BUSINESS is liable for damages excluding damages to life and limb only insofar as such are based on willful or grossly negligent conduct or culpable infringement of an essential contractual obligation (e.g. delivery to the customer) by ULTIMA BUSINESS, its employees, or vicarious agents. This also applies to damages arising from the violation of obligations in contractual negotiations as well as the execution of tortious acts. Any further liability for compensation of damages is excluded.

(5) With the exception of the violation of life and limb or willful or grossly negligent conduct of ULTIMA BUSINESS, its employees or vicarious agents, liability is limited to damages typically foreseeable upon conclusion of the contract and for the rest limited to the amount of average damages typical for this type of contract. This also applies to indirect damages, in particular lost profit.

(6) ULTIMA BUSINESS is not liable for damages of any kind arising because of data losses on computer servers, with the exception of grossly negligent or intentional misconduct of ULTIMA BUSINESS, its employees, or vicarious agents. Your stored content constitutes third-party information for ULTIMA BUSINESS. Links are available on the Internet offer of ULTIMA BUSINESS. ULTIMA BUSINESS upon the initial linking reviewed the content under the respective link for unlawful content. ULTIMA BUSINESS is not responsible for third party content available through links. If ULTIMA BUSINESS finds or is informed that a linked offer features unlawful content, this link will be deleted.

## **7. Data protection**

(1) ULTIMA BUSINESS 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.

## **8. Miscellaneous**

## **A) Trademark and copyright law**

(1) In the relationship with you, ULTIMA BUSINESS 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 ULTIMA BUSINESS 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 ULTIMA BUSINESS and the associated logo) is permitted exclusively for the purposes listed in these GTC. The use without express authorization by ULTIMA BUSINESS 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 (e.g. in the ULTIMA BUSINESS community) and bear sole responsibility. With regard to this content, ULTIMA BUSINESS receives only the rights necessary in connection with the publication and use of the content on the ULTIMA BUSINESS platform.

(3) Infringements of the copyright, trademark, and other ancillary copyrights are pursued by ULTIMA BUSINESS and ULTIMA BUSINESS 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.

## **B) Prices and fees**

(1) Registration and creation of a profile at ULTIMA BUSINESS 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 ULTIMA BUSINESS. ULTIMA BUSINESS does not accept any responsibility for their services and possible damages or claims arising therefrom.

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

## **C) Notifications and messages**

Notifications by ULTIMA BUSINESS are disclosed through the official notification channels of the enterprise or to the email address disclosed by you upon registration. You are responsible for keeping your contact information up to date at any time.

## **D) No guarantees/modification, restriction of services of ULTIMA BUSINESS/transfer to third parties**

- (1) Your access to the website and the services of ULTIMA BUSINESS is at your own risk.
- (2) ULTIMA BUSINESS is authorized to modify the website and services offered by ULTIMA BUSINESS free of charge without prior announcement or liability.
- (3) ULTIMA BUSINESS reserves the right to limit the use of services including the ability of contacting other members through the website if ULTIMA BUSINESS is of the opinion that such violate contractual or legal obligations or the services are otherwise abused.
- (4) ULTIMA BUSINESS 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 ULTIMA BUSINESS or to advertise such or to participate in any activities of ULTIMA BUSINESS; that access to the ULTIMA BUSINESS website is at any time faultless and interference-free, timely, or secure and that defects are rectified.
- (5) ULTIMA BUSINESS 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.

#### **E) Withdrawal**

All Users hereby expressly and voluntarily agree that the execution of the contracts with ULTIMA BUSINESS (purchase of chargeable services, sale of services and receipt of commissions) will begin immediately and thus before the end of the cancellation period. All users have taken note of and have expressly agree that the voluntary right of withdrawal expires prematurely as a result of this immediate start of the execution of the contractual partner.

#### **F) Competition Clause**

**All Users are prohibited to be engaged as distributors and/or users parallel, at the same time period and within 1 (one) year after, in other projects similar to ULTIMA BUSINESS worldwide. Each User who has violated this provision, can be immediately banned/blocked in the ULTIMA BUSINESS system and fined to him in the amount of the last 3 (three) monthly generated revenue between the User and ULTIMA BUSINESS.**

#### **9. Subject to change; Applicable law and jurisdiction; severability clause**

- (1) ULTIMA BUSINESS is entitled to change this contract at any time. ULTIMA BUSINESS 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 ULTIMA BUSINESS 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. ULTIMA

BUSINESS 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 ULTIMA BUSINESS and the user, the laws at the registered office of ULTIMA BUSINESS 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) ULTIMA BUSINESS 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 ULTIMA BUSINESS '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.

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