

## **TERMS AND CONDITIONS**

Please read these terms and conditions of use (hereinafter referred to as the “Terms and Conditions” or “T&C”) carefully before using this website.

### **Scope**

The following T&C shall apply to the use of the website [www.opnplatform.io](http://www.opnplatform.io) (“Website”), to all transactions executed by Users now or in the future via the Website and to all services and offers provided at the Website. The Website is owned and operated by Open Packaging Network AG, Goldblum and Partners AG, Baarerstrasse 25, 6003 Zug, Switzerland (hereinafter referred to as “Company”, or “We”).

Company shall be entitled to supplement or amend the T&C at any time at our own discretion. The applicable version of the T&C is the one which is in place at the time of use. Deviating, additional or conflicting user conditions will not be recognized unless Company has expressly agreed in writing to their validity.

The consent of the User to these T&C and Privacy Policy is deemed issued when the Website is accessed and used. In relation to any other documents or issues, the Company may require the consent from the Users, expressed by clicking on a corresponding confirmation field.

### **Services Available on The Website**

The Website may contain certain services available for the Users of the Website. These include but is not limited to the registration, platform use, research, discussions etc. The Company shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from the use of the Website. The Users of the Website may provide the Company with their personal information and may be subjects to our Privacy Policy. Please, read our Privacy Policy carefully.

### **Intellectual Property**

Text, images, videos, software, products, services and other information contained in or presented on the Website may not be amended, copied, presented, licensed, published, uploaded, sent or made perceptible in any other way without the prior written consent of the Company or the other owner if applicable.

### **Copyright**

The Company respects all third-party rights, in particular rights relating to works protected by copyright (information or data, wordings and depictions, to the extent that these are of an individual character). On the Website, the Company provides information and data. Such information and data may be saved, translated (with reference to the source), transmitted or used in other ways, for non-commercial purposes, compatible with the purpose of such information or data.

### **User Conduct**

The Company wishes that all Users of the Websites have a safe, interesting, friendly and useful experience. Accordingly, all users of our sites must comply with the rules of User’s conduct. Your use

of our Website means that you accept and agree to abide by rules of conduct, which form part of these T&C.

The User shall not:

- upload, post or transmit to or distribute or otherwise publish through the Website any material that violates any provision of these T&C;
- restrict or inhibit any other User from using and enjoying the Website;
- constitute or encourage conduct that would cause or be a criminal offense or give rise to civil liability;
- engage in spamming or flooding.

This Site is controlled by Company from our office in the Swiss Confederation. We make no representation that content or materials on the Website are appropriate or available for use in other jurisdictions. Access to our Website content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access this Site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law.

We may need to revise the rules of conduct from time to time by amending this page. Therefore, please review this page regularly to ensure you are aware of any changes we make as they are legally binding on you.

### **Disclaimer of Warranties**

The Company, our affiliates, and our and their respective officers, directors, employees, agents, suppliers, or licensors, make no warranties or representations about the content, including but not limited to its accuracy, reliability, completeness, timeliness, or reliability. We shall not be subject to liability for truth, accuracy, or completeness of any information conveyed to the User or for errors, mistakes or omissions therein or for any delays or interruptions of the data or information stream from whatever cause. You agree that you use the Website and the content at your own risk.

We do not warrant that the Website will operate error free or that this website, its server, or the content is free of computer viruses or similar contamination or destructive features. If your use of the Website or the content results in the need for servicing or replacing equipment or data, we shall not be responsible for those costs. The Website and content are provided on an “as is” and “as available” basis without any warranties of any kind, either express or implied.

In no event, shall we be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Website and the content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if we have been advised of the possibility of such damages.

If the liability cannot be excluded based on the law, our liability shall be limited to the greatest extent permitted by law.

The information contained in this website has been prepared solely for the purpose of providing information about the company, its projects, partners and the services it offers. It does not constitute an offer to sell any securities and must not be relied upon in connection with any investment decision. Therefore, by accessing this website, you agree that the company will not be liable for any direct or indirect loss arising from the use of the information and material contained in this website.

## **Links to other Sites**

The Website may contain links or references to other websites that are not operated by the Company. The Company is not responsible for the content of these websites and is not liable for damage or injury resulting from the content of these websites.

## **Amendments to the T&C**

Any term of this T&C may be amended or waived at any time by the Company. If amendments are made, they shall apply as of the publication date on the Website. The further use of the Website following such amendments shall be deemed to constitute consent to the amendments on the part of the User.

## **Modifications to the Site and Platform**

The Company may in our sole discretion, at any time and without notice to the users introduce modification to the Website and Platform. The Company has the right to terminate, change, suspend any function, feature, content, offer, access to and availability of the Website or Platform. Using the Website after the modifications introduced, the user agrees to be bound with these modifications.

## **Applicable Law**

The validity, interpretation, construction and performance of this T&C shall be governed by the laws of the Swiss Confederation and Canton Zug, without regard to its conflict of law provisions.

## **Dispute Resolution and Jurisdiction**

It is an objective to resolve any disputes arising out of or in connection with the T&C by mutual cooperation without resort to litigation. Nevertheless, if unable to solve the dispute mutually, the parties irrevocably agree to submit all their disputes arising out of or in connection with this T&C or the use of the Website, to the exclusive jurisdiction of the Courts of Zug, Swiss Confederation.

Any claim or cause of action arising out of or related to use of the Website, Platform, Services or the T&C themselves must be filed within one (1) year after such claim or cause of action arose.