



## User agreement

### 1. GENERAL PROVISIONS

1.1. This User Agreement (hereinafter referred to as the Agreement) refers to the “TiB Fund” project site, located at [www.tibfund.io](http://www.tibfund.io) (tibfund.io, <http://tibfund.io>), and to all relevant sites linked to <http://www.tibfund.io/>.

1.2. The site of the project "TiB Fund" (hereinafter the Site) is owned by «TiB Sdn. Bhd.»

1.3. This Agreement governs the relationship between the Administration of the Site (hereinafter - the Site Administration) and the User of this Site.

1.4. The site administration reserves the right to change, add or delete clauses of this Agreement at any time without notifying the User.

1.5. The use of the Platform by the User (any of its parts, functions), including the registration of the User on the Platform, is considered a full and unconditional acceptance by the User of all the conditions of this Agreement. Using the Platform in any way, the User unconditionally agrees with all the terms of the Agreement and assumes all the obligations provided for in this Agreement. Before using the Platform, the User must carefully read the terms of this Agreement. In case of disagreement of the User with the terms of the Agreement, the User is not entitled to use the Platform and be on the Platform and is obliged to immediately stop using the Platform and leave the Platform. In this case, continuing to use the Platform by the User and/or finding the User on the Platform after reviewing the terms of the Agreement means that the User fully and unconditionally accepts the terms of the Agreement and agrees with them.

1.6. Continued use of the Site by the User also means acceptance of the Agreement and changes made to this Agreement.

## **2. DEFINITIONS OF TERMS**

2.1. The following terms have the following meanings for the purposes of this Agreement:

2.1.1 “TiB Fund” is an Internet platform located on the domain name <https://www.tibfund.io/>, operating through an Internet resource and related services.

2.1.2. Internet platform is a site containing information on asset prices, investment portfolios, investment strategies, information on profits and losses, allowing the User to register and acquire holdings.

2.1.3. Site Administration are the authorised employees who manage the Site and act on behalf of the Company.

2.1.4. The Site User (hereinafter referred to as the User) is a person having access to the Site via the Internet and using the Site.

2.1.5. Account is a personal section of the Registered User Platform. Login to the Account is carried out by entering the User in the appropriate section of the Platform of their username and password. The use of the Account provides such a Registered User with the opportunity to use the Platform functionality depending on the status of such a Registered User assigned by the Platform.

2.1.6. Username and password are the unique name (login) and password of the Account, which are used to log into the Account of such Account.

2.1.6.1 Secret word is a unique word that is created by the User at the time of registration and is later used to identify himself when performing such actions as:

changing or restoring the login and password, withdrawing digital assets and other actions where the use of the secret word is provided.

2.1.7. Content of the site (hereinafter referred to as the Content) - protected results of intellectual activity, including texts of literary works, their names, prefaces, annotations, articles, illustrations, covers, musical works with or without text, graphic, textual, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, choice, coordination, appearance, general style and location Contents of this, part of the Site and other intellectual property collectively and/or individually contained on the website Internet platform.

2.1.8. Golden lion token (GLT) is an internal accounting unit of the Internet platform. The acquisition of GLT is carried out by the User through transactions for which payment is made in digital currency (cryptocurrency). The purchase and sale of GLT is carried out at the rate calculated on the basis of the performance indicators of the «TiB Fund» project.

2.1.9. Holding is the value of a one-time purchase of GLT in an amount of at least 100 units.

2.1.10. Distribution of profits (Rewards) - distribution of profits between the User and the Platform. The proportion of profit distribution is determined based on the status of the User Account

2.1.11. Entrance fee is a fee that each User pays for the purchase of one property.

2.1.12. Management fee is a fee charged monthly from each active tenure for management.

2.1.13. The freezing period is a period of time during which the User cannot implement the GLT implementation without charging a fine.

2.1.14. The penalty for early closing (Lock-up penalty) is the 10% penalty imposed on the User for closing the property during the freezing period.

2.1.15. The amounts of payments, commissions, fines, bonuses, rewards are indicated in the open part of the site.

### **3. SUBJECT OF AGREEMENT**

3.1. The subject of this Agreement is to provide the User with an Internet platform of access to the information resources and services provided on the Site.

3.1.1. The Internet platform provides the User with the following types of services:

- access to electronic content free of charge, with the right to view the content;
- access to search and navigation tools of the Internet platform;
- access to the user's personal page (personal account);
- access to information on asset prices, investment portfolios, investment strategies,
- size and cost of ownership, as well as other information;
- other types of services implemented on the Internet platform pages.

3.1.2. This Agreement covers all existing (actually functioning) services of the Internet platform at the moment, as well as any subsequent modifications to them and further additional services of the Internet platform.

3.2. Access to the Internet platform is provided free of charge.

3.3. This Agreement is a public offer. By accessing the Site, the User is considered to have joined this Agreement.

3.4. The use of materials and services of the Site is governed by the rules of the current legislation of international rules.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The site administration has the right to:

4.1.1. Change the terms of use of the Site, as well as change the content of this Site.

The changes come into force from the moment of publication of the new version of the Agreement on the Website.

4.1.2. Restrict access to the Site if the User violates the terms of this Agreement.

4.2. User may:

4.2.1. Access the use of the Site after complying with the registration requirements.

4.2.2. Use all the services available on the Site, also subject to the requirements for filling out the forms offered on the Site.

4.2.3. Ask any questions related to the services of the Internet platform via e-mail indicated on the Site.

4.2.4. Use the Site solely for the purposes and in the manner prescribed by the Agreement and not prohibited by international law.

4.3. Site User undertakes to:

4.3.1. To provide, upon request of the Site Administration, additional information that is directly related to the services provided by this Site.

4.3.2. Observe the property and non-property rights of authors and other right-holders when using the Site.

4.3.3. Do not take actions that may be considered as disrupting the normal operation of the Site.

4.3.4. Do not disseminate using the Site any confidential and legally protected information about individuals or legal entities.

4.3.5. Avoid any actions that may violate the confidentiality of information protected by law.

4.3.6. Do not use the Site to disseminate information of an advertising, erotic, pornographic or offensive nature, except with the consent of the Site Administration.

4.3.7. Do not use the site services of the Internet platform in order to:

4.3.7.1. downloading content that is illegal violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, national, sexual, religious, social grounds; contains inaccurate information and (or) insults to specific individuals, organisations, authorities.

4.3.7.2. incentives to commit unlawful acts, as well as assistance to persons whose actions are aimed at violating the restrictions and prohibitions established by international law.

4.3.7.3. violation of the rights of minors and (or) causing harm in any form to them.

4.3.7.4. infringement of minority rights.

4.3.7.5. presenting yourself as another person or representative of an organisation and/or community without sufficient rights, including the employees of this online store.

4.3.7.6. misleading regarding the properties and characteristics of any service of the Internet platform hosted on the Site.

4.3.8. User agrees not to disclose (not disclose) to other Users and other third parties information about their username and password. Such information is confidential.

4.4. User is prohibited from:

4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the content of the Site of this Internet platform;

4.4.2. Disrupt the proper functioning of the Site;

4.4.3. In any way to bypass the navigation structure of the Site to obtain or attempt to obtain any information, documents or materials by any means that are not specifically represented by the services of this Site;

4.4.4. Unauthorised access to the functions of the Site, any other systems or networks related to this Site, as well as to any services offered on the Site;

4.4.4. Break the security or authentication system on the Site or on any network related to the Site.

4.4.5. Perform a reverse search, track or try to track any information about any other user of the Site.

4.4.6. Use the Site and its Content for any purpose prohibited by international law, as well as incite any illegal activity or other activity that violates the rights of the Internet platform or other persons.

## **5. USE OF THE INTERNET PLATFORM SITE**

5.1. The Site and the Content included in the Site is owned and operated by the Site Administration.

5.2. The content of the Site may not be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet network without the prior written consent of the Administration of the site.

5.3. The content of the Site is protected by copyright, trademark law, as well as other rights related to intellectual property and unfair competition law.

5.4. Getting access to the services offered on the Site may require the creation of a user account.

5.5. The User is personally responsible for maintaining the confidentiality of the account information, including the password, as well as for all without exception activities conducted on behalf of the Account User.

5.6. The user must immediately notify the Site Administration of the unauthorised use of his account or password or any other security breach.

5.7. The site administration has the right to unilaterally cancel a user account, if it has not been used for more than 24 calendar months in a row since the moment of registration without notifying the user, provided there are no active services.

5.7.1 This Agreement extends to all additional terms and conditions for the provision of services provided on the Site.

5.8. Information posted on the Site should not be construed as a change to this Agreement.

5.9. The Site Administration has the right at any time without notice to the User to make changes to the list of services offered on the Site, and (or) in the prices applicable to such services by the Internet platform.

5.10. The documents referred to in clauses 5.10.1 - 5.10.4 of this Agreement regulate in the relevant part and extend their effect to the User's use of the Site. The following documents are included in this Agreement:

5.10.1. Privacy Policy (personal data protection);

5.10.2. Risk Warning;

5.10.3. Responsible policy;



5.10.4. Policies AML&KYC&KYT.

5.11. Any of the documents listed in clause 5.10. of this Agreement may be subject to renewal. Changes take effect from the moment they are published on the Site.

5.12. Registration of Users on the Platform

5.12.1. User registration on the Platform is voluntary.

5.12.2. User identification is carried out on the basis of data submitted by such User using the Platform. The specified data shall be submitted by the User upon request, to the proposed User in the appropriate form on the Platform, and may, in accordance with such a request, be submitted in the form of electronic documents.

5.12.3. Information provided by the User to the Platform must be accurate, complete and current. The user maintains this information on the Platform in the specified state. If the User submits false, incomplete and / or irrelevant information, or the Platform has reason to believe that the information provided by the User is incomplete, unreliable and / or irrelevant, the Platform has the right to refuse unilaterally out-of-court proceedings in whole or in part to fulfill the User Agreement concluded with such User, including to terminate or suspend the provision of such User Services (all or part), block or restrict access to such Sex the user to the Platform (including the Account), delete his Account and / or the information placed by him on the Platform, block or restrict User access to such information, deny such User the use of the Platform or its individual functions, change the status of such User assigned Platform earlier, to deprive him of such status or refuse to assign status to him.

5.12.5. The Platform has the right at any time to require the User to confirm the data submitted to them and to demand in this regard to submit supporting documents, the failure to submit which is equal to the submission of inaccurate information by the

User and entails the consequences provided for in paragraph 5.12.4 of the User Agreement. If the User's data specified in the documents submitted to them do not correspond to the data submitted by the User earlier without supporting documents, and also in the case when the data provided by the User do not allow to identify the User, the Platform has the right to refuse unilaterally out-of-court order fully or partially from the execution of the User Agreement concluded with such User, including blocking or restricting access of the specified User to the Platform, delete o Account and / or information placed on the Platform, to restrict or block the access of the Users to the specified information, to suspend or terminate the provision of the Services, to refuse such a User to use the Platform or its individual functions, to change the status of such User assigned by the Platform earlier, or to deprive him such status.

5.12.6. When registering on the Platform, the User independently chooses a login and password. The platform has the right to set the requirements for the login and password (length, valid characters, etc.).

5.12.7. The user is solely responsible for the security (resistance to guessing) of the login, password, and secret word chosen by him, and also ensures their confidentiality on their own. The User is solely responsible for all actions (as well as their consequences) performed on the Platform using his Login, password and secret word, including posting information on the Platform, sending and receiving messages using the Platform. At the same time, all such actions are considered to be produced by the User and give rise to corresponding rights and obligations and responsibilities. At the same time, using the Account means using the login, password and secret word corresponding to such an Account and vice versa.

5.12.8. Messages (information) that the User receives, places (provides, sends to anyone and distributes) using his Account / his login, password and secret word are legally significant messages and entail civil law consequences for such User their placement in such an account. Messages (information) that such User receives using his Account/his login, password and secret word are considered to be delivered and received by such User at the time they are posted in the Account of such User, regardless of whether such User has read them. In this regard, the User bears all the risks associated with the fact that he did not become familiar with the messages posted in his Account (sent to such User Platform and other Users).

5.12.9. The User is obliged to immediately notify the Platform of any case of unauthorised (not permitted by such User) access to his Account (including logging into his Account), including the use of his Login, password, secret word and/or any violation (suspected violation) their privacy.

5.12.10. For security reasons, the User is obliged to independently terminate the use of his Account by clicking the "Logout" button at the end of each session of work in his Account. The platform is not responsible for possible loss or corruption of data, as well as for other consequences of any nature that may occur due to a violation by the User of the provisions of this section of the User Agreement.

5.12.11. Messages (information) that the User receives, provides and distributes using his Account are legally significant messages and entail civil consequences for the User from the moment they are posted in such Account. Messages (information) are considered to be delivered and received by the User at the time of their placement in the Account of such User, regardless of whether such User has read them. In this regard, the User bears all risks associated with the fact that he has not read the messages posted in his Account.

5.12.12. The Platform assigns status to Users using the Platform in accordance with the Terms. The statuses assigned by the Platform to the User are reflected in the header of his Account.

## **6. RESPONSIBILITY**

6.1. Any losses that the User may incur in the event of intentional or careless violation of any provision of this Agreement, as well as due to unauthorised access to the communications of another User, are not reimbursed by the Site Administration.

6.2. Administration of this site is not responsible for:

6.2.1. Delays or failures in the process of the operation, resulting from force majeure, as well as any case of problems in telecommunications, computer, electrical and other related systems.

6.2.2. Actions of transfer systems, payment and other systems and for delays associated with their work.

6.2.3. The proper functioning of the Site, in case the User does not have the necessary technical means for its use, and also does not bear any obligations to provide users with such means.

## **7. VIOLATION OF TERMS AND CONDITIONS OF THE USER AGREEMENT**

7.1. The Site Administration has the right to disclose any information collected about the User of this Site if the disclosure is necessary in connection with an investigation or complaint regarding the unauthorised use of the Site or to establish (identify) the User who may violate or interfere with the rights of the Site Administration or other Users of the Site.

7.2. The site administration has the right to disclose any information about the User, which it deems necessary to comply with the provisions of current legislation or court decisions, ensure compliance with the terms of this Agreement, protect the rights or safety of «TiB Fund» project Users.

7.3. The site administration has the right to disclose information about the User, if current international law requires such disclosure.

7.4. The Site Administration has the right without prior notice to the User to terminate and (or) block access to the Site if the User has violated this Agreement or the terms of using the Site contained in other documents, as well as in the event of termination of the Site or due to a technical problem or problem.

7.5. The site administration is not liable to the User or third parties for the termination of access to the Site in case of violation by the User of any provision of this Agreement or another document containing the terms of use of the Site.

## **8. SETTLEMENT OF DISPUTES**

8.1. In the event of any disagreements or disputes between the Parties to this Agreement, a prerequisite before appealing to the court is to submit a claim (a written proposal for a voluntary settlement of the dispute).

8.2. The recipient of the claim within 30 calendar days from the date of its receipt, notifies the claimant in writing about the results of the consideration of the claim.

8.3. If it is impossible to resolve the dispute on a voluntary basis, any of the Parties shall have the right to apply to the court for the protection of their rights.

8.4. Any claim in relation to the conditions of use of the Site must be filed within 30 days after the grounds for the claim have arisen, with the exception of copyright protection of the materials protected by law of the Site. In case of violation of the

terms of this clause, any claim or grounds for a claim are canceled by limitation of actions.

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