

## **I / GENERAL CONDITIONS**

- 1- These terms of use and privacy (hereinafter the Terms of Use or the Terms) regulate the conditions of use of the website <https://ceresglobal.io> (hereinafter the Website) and the services provided therein, which all the visitors or users of the Website must consent to.
- 2- The operator of the Website is Ceres Trust Fund plc (hereinafter Ceres Trust Fund), registered in Tallinn, Estonia, with Commercial Register code 18358627, e-mail [support@ceresglobal.io](mailto:support@ceresglobal.io)
- 3- The user represents by the act of creating a user account at the Website (hereinafter the Registration) that all the information and representations provided by him/her are correct: he/she is private person with full legal capacity (at least 18 years of age) or that he/she has all rights and authorizations for procuring the services on behalf of the user. The aforementioned representations are presumed to be accurate and Ceres Trust Fund is not obliged to verify these.

## **2 / THE SERVICE**

- 1- Ceres Trust Fund is providing through the Website the opportunity to take a part in a SOCTF token sale and to subscribe to related additional services (hereinafter jointly the Services or separately the Service).
- 2- The users of the Service are private persons or legal entities who have registered themselves as the users of the Website (hereinafter the Users or separately the User) and have chosen to use the Service suitable for them (hereinafter the Package).
- 3- Ceres Trust Fund may establish separate additional conditions for each Service which are published on the Website at the subscription and information page of the respective service and which are considered as inseparable parts of the Terms of Use.
- 4- Ceres Trust Fund is not providing financial, investment, legal etc. and only provides the Users with the opportunity to use the software and

self-service. The legal content at the Website does not constitute provision of financial, investment, legal etc. advice.

### **3/ PRIVACY POLICY & PROCESSING OF PERSONAL DATA**

- 1- As a principle, Ceres Trust Fund collects only what we need and will not share your personal information with any third parties other than our identity verification partner. Even within Ceres Trust Fund, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. Ceres Trust Fund is the only data controller and processor.
- 2- You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.
- 3- Ceres Trust Fund reserves its right to request documentation, described in paragraph 3.1, prior to activating your account at any of Ceres Trust Fund services, and any services, available through the Website. Ceres Trust Fund may refuse you access to Ceres Trust Fund services and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.
- 4- Ceres Trust Fund collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for

instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

- 5- When you access the Website or use our products or services we (or a service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.
- 6- nThroughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.
- 7- In principle we do not, but we may store and process your personal information on our servers, where our facilities or our service providers are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations. Data may from time to time be stored also in other locations.
- 8- We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant anti-money laundering regulations and “know your customer” regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other

companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

9- We reserve our right to share your personal information with:

- 1- 3rd party identification services providers for fraud prevention purposes;
- 2- law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;
- 3- Companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);
- 4- Our banking partners (if you link a bank account, debit card, or credit card to your account);
- 5- Other third parties only with your prior consent or direction to do so.
- 6- Ceres Trust Fund will not provide your personal information to any other without your consent or direction.

### **3/ FINAL PROVISIONS**

- 1- Ceres Trust Fund may change these Terms at any time by informing the Users at least 10 days beforehand. Amended Terms come into force at the moment of publishing at the Website.

- 2- Website may contain links to other websites which are outside the influence of Ceres Trust Fund. Ceres Trust Fund publishes such links only for the purposes of making it easier for the Users of the Website to find information and is not liable for the contents of linked websites.
- 3- Ceres Trust Fund is entitled at its own discretion either to limit or cancel the right of use of the Website by a User, including to close his/her account and restricting him/her from Registration again in case he/she has violated the Terms or the obligations arising therefrom, in case he/she has provided untrue or misleading information or acts otherwise in bad faith.
- 4- Ceres Trust Fund reserves the right to change at any time the contents or format of the Website without prior notice. Ceres Trust Fund is entitled at, any time and without providing reasons, to change and refresh the technological structure and functionality of the Website; to suspend or cancel provision of Service and close any of its parts; to restrict the use of certain parts of the Website or Services or functionality (e.g. amount of data, upload speed, amount of recorded content etc.). Ceres Trust Fund shall inform the Users of material changes a reasonable time before the changes come into force.
- 5- For the purposes of accessibility of the Services the Website is connected to third party applications, websites and services which may include separate terms of use and privacy. Ceres Trust Fund shall not be liable for the content and terms of use of such applications, websites and services.
- 6- Ceres Trust Fund, its branches and subsidiaries shall not be liable for any direct, indirect, punitive, actual or collateral damages (incl. loss of business, agreement, profit, data, information or business interruption), which result from using the Services or from inability to use the Services or from the contents of the Webpage even in case Ceres Trust Fund was aware of the potential for such damage. The limitation period for any claims regarding the use of Website and Services is 1 year, starting from the occurrence of the damage.

- 7- All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the use of Website shall be finally settled under the Rules of Arbitration of the Arbitration Court of the Republic of Estonia Chamber of Commerce and Industry by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English.
- 8- Prior to filing any claims in accordance with paragraph 4.7., the User undertakes to file such claim or request directly to Ceres Trust Fund via e-mail at address [support@ceresglobal.io](mailto:support@ceresglobal.io). The User agrees that he/she will not file any claims in accordance with paragraph earlier than 30 days after sending such claim or request to Ceres Trust Fund in accordance with this paragraph. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph, shall be rejected immediately by the tribunal as premature.