

# User Agreement

## Terms and definitions of the User Agreement

### 1. Subject matter of the User Agreement

1.1. The subject matter of this User Agreement (“UA”) is the relationship between Bluck KFT (Hungary), Company registration number No. 13-09-197711, hereinafter referred to as “Gomining.com”, holding the copyright to an Internet service located on the Internet at Gomining.com (the “Internet Service” or “Service”), and you (an individual or legal entity, Internet user), hereinafter referred to as the “User”, regarding the use of the Internet Service and other services hosted on it (the “Gomining.com Services”). Using the Gomining.com Services, the User agrees to abide by the terms and conditions described herein. The use of certain Gomining.com services may be governed by separate rules applicable to this Service (the “User Agreement for the Service”), which are also a part hereof. Gomining.com may change the User Agreement without any special notice.

1.2. The User Agreement governs the use of all Gomining.com Services. The provisions hereof are binding for all Users, who have registered through the Internet Service or begun to use any of the Gomining.com Services.

### 2. General terms and conditions

2.1. Gomining.com provides access to a range of Internet Services, including various advertising Services, Services of goods and services, information content projects available through a personal computer and various mobile devices, both existing now and those that will be developed in the future (Gomining.com Services).

2.2. The User acknowledges and agrees that the Gomining.com Services may contain advertising, and that the presence of this advertising is a necessary condition for the Gomining.com Services using. The User also understands and agrees that Gomining.com Services may contain notices from Gomining.com, such as service messages, automatic notifications, and Gomining.com newsletters.

2.3. Gomining.com shall not accept any responsibility for the delay, deletion, non-delivery or inability to download any User data, including User settings, and shall not be responsible for the compliance of the Service with the User's goals. All issues related to granting access rights to the Internet, purchasing and setting up hardware and software products needed for this purpose shall be resolved by the User independently and shall not be regulated by this User Agreement.

2.4. The User agrees that Gomining.com may collect anonymized statistics about the Users of the Gomining.com Services.

2.5. Gomining.com may establish any additional requirements and restrictions in relation to registration on the Website and use of the Services.

2.6. In order to use the Internet Service as a set of computer programs, Gomining.com shall provide the User (licensee) with a simple (non-exclusive) gratuitous license to use the free functional (software) capabilities of the Internet Service. The use of additional paid functional (software) capabilities of the Gomining.com Internet Service shall be provided to the User (licensee) under a simple (non-exclusive) license for the period set forth by the corresponding

additional paid functional (software) capabilities of the Internet Service, by gaining access to additional paid functional (software) capabilities of the Internet Service and its actual use within the territory, on which the Internet Service is available.

### 3. User Agreement validity

3.1. This User Agreement, as well as any amendments and additions hereto, shall enter into force from the moment they are published at <http://www.Gomining.com>. The User's consent to the terms and conditions of the User Agreement shall be expressed in the form of registration in any of the Gomining.com Services or by actual use of the Gomining.com Services.

3.2. The User may refuse accepting amendments of and additions to the UA made by Gomining.com, which means the User's refusal to use the Gomining.com Services.

### 4. User's obligations to register in the Internet Service

4.1. In order to use the Gomining.com Services and obtain rights to use additional functional (software) capabilities of the Internet Service, the User shall have to go through the following registration procedure:

4.1.1. Fill out the registration form in the Gomining.com Services or go through the registration procedure using the assistance of the Service administration (or moderators). In the process of the registration form filling out, the User shall independently choose the Login and Password required for subsequent access to the website, as well as information data.

4.1.2. Gomining.com shall not verify in any way the information provided by the User hereinafter referred to as the accounting data (unless otherwise provided by the conditions for the provision of any separate Service), shall not be liable to any third party for the accuracy and reliability of the accounting data and shall not regard the accounting data provided by the User as the personal data of the User.

Posting accounting, as well as any other, data and information, and joining the User Agreement, the User shall express their consent to Gomining.com's processing of the accounting and other data, showing it in the User's profile and the corresponding Services, taking into account the available functionality (which may be changed from time to time by Gomining.com at its discretion), as well as the fact that the accounting and other data shown in the profile will be considered accessible to Internet users taking into account such functionality. The User agrees to the transfer to third parties of accounting and other data for the purpose of their processing and for other purposes, to ensure the functioning of the Website, Services, the implementation of affiliate and other programs of the Website, provided that Gomining.com ensures that the recipient shall protect the transmitted data in a way similar to the level of protection existing on the Website.

The purpose of the User's accounting data processing is to provide the latter with the opportunity to use the Services and provide the rights to use additional functional (software) capabilities of the Internet Service, conduct advertising campaigns, provide targeted advertising and Services, conduct statistical research and analysis of the obtained statistical data, and carry out other actions described in the User Agreement. The User's accounting data shall be processed from the moment of User registration to the moment of their account removal.

The User agrees that in the process of accounting data processing Gomining.com shall have the right to carry out the following actions with the accounting data: collection, systematization, accumulation, storage, use, destruction, and other actions necessary for the User Agreement fulfillment. After account registration, the User shall have the right to fill out the User's account

with content on their own or with the assistance of moderators, including adding photos, posting advertising information and using other rights granted by Gominig.com. At the same time, the User agrees not to post photos, email addresses, and other personal information of other Users or any third parties on the Gominig.com Services without their personal consent to such actions.

4.2. The User shall be personally responsible for the safety and security of their Password and information data.

4.2.1. Gominig.com shall not be responsible and shall not guarantee the security of the User's data in the following cases: transfer of the Password to a third party (intentionally or through negligence); third-party access to the User's email account using software tools that allow the mining and/or decoding of the Password; third-party access to the User's email account by brute-force attack; the User's failure to comply with the recommendations specified in this User Agreement or the Service interface.

4.3. Gominig.com may provide the User with the opportunity to transfer accounting data to third parties through special technologies (Open ID, etc.), subject to the User's consent to such transfer. At the same time, Gominig.com shall not guarantee the User the completeness and correctness of the accounting data transfer and shall not be responsible for the data integrity during the transfer.

4.4. The User shall:

4.4.1. immediately notify Gominig.com of any use of their password or account that is not authorized by the User, or of any other breach of security;

4.4.2. log out of their account (end each session using the "Logout" button) upon completion of work with their account and the personal part of the Gominig.com Services. Gominig.com shall not be responsible for any loss or corruption of data that may occur due to non-compliance with the recommendations set forth in Section 4 hereof.

4.5. The Password of any of the User's Gominig.com Services may be restored only if the corresponding person provides accurate, correct and complete information that has been specified during registration of the account. If the User fails to specify accurate, correct and complete registration information, Gominig.com Support Service shall not be able to recover the password if requested to do so. Gominig.com recommends keeping password safe and filling out the registration form of the Gominig.com Services accurately, correctly and completely.

## 5. Rules of conduct for registered users

5.1. The User shall bear full responsibility both for the content of their advertising messages and for all information, data, texts, programs, music, sounds, photos, graphics, videos, messages, and other materials (the "Materials") openly published and/or transmitted using the Gominig.com Services. This means that the User, and not Gominig.com, shall be fully responsible for all materials that the User downloads, sends, receives, transfers, or in any other way makes available through the Gominig.com Services. Gominig.com shall not control the materials transmitted through the advertising and other Gominig.com Services; therefore, it shall not guarantee the accuracy, completeness or quality of these materials. The User understands that, using some Gominig.com Services, the User may see materials that the User may find offensive, inaccurate or controversial, and the User understands that the person, who posted them, but not Gominig.com, shall be responsible for the publication of such materials.

5.1.1. The User agrees that by default, when uploading Materials to the Website, the User shall provide access to them for the other registered Users. Gominig.com is only a tool that allows the User to access and communicate the Materials for general information.

5.2. The User shall not use Gominig.com Services for:

5.2.1. uploading, sending, transmitting or otherwise publishing materials that are illegal, harmful, threatening, insulting morality, libelous, violating copyright and other intellectual property rights, propagating hatred and/or discrimination of people on racial, ethnic, gender, or social grounds, as well as violating accepted standards and ethics of communication on the Internet, or hampering the work of other Users with the Gomining.com Services;

5.2.2. violation of the rights of minors and/or causing harm to them in any form, including moral;

5.2.3. infringement of various minorities' rights;

5.2.4. impersonating another person or representative of an organization and/or community, including Support Services, Gomining.com employees, moderators, and otherwise misleading actions;

5.2.5. uploading, sending, transmitting or otherwise publishing materials that the User does not have the right to make available under the law or in accordance with any agreements with third parties;

5.2.6. uploading, sending, transmitting or otherwise publishing materials that violate any rights of third parties, including the right to trademarks (service marks), trade secrets and/or for violation of any other intellectual property rights of third parties;

5.2.7. uploading, sending, transmitting or otherwise publishing advertising information that is not specifically authorized, including bulk, unauthorized and/or unexpected by recipients, unsolicited advertising mailings, including mailing a large number of emails to the same mailing address ("Spam"), as well as the repeated sending of emails to the same addressee, that has not been preliminarily agreed with the latter;

5.2.8. downloading, sending, transmitting or otherwise publishing any materials containing viruses or other computer codes, files or programs designed to violate, destroy or limit the functionality of any computer or telecommunications equipment or programs, to allow unauthorized access to computer systems, equipment or data of third parties, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means to gain unauthorized access to paid websites on the Internet, as well as placing links to the above information;

5.2.9. violation of any norms of applicable international laws, as well as the laws of foreign states;

5.2.10. collection and storage of third parties' personal data;

5.2.11. sending emails to any address by posting text, photos, and video materials containing rude, obscene or abusive language and suggestions on the Gomining.com Services;

5.2.12. placement of materials containing texts, photo and video materials of a pornographic nature in Gomining.com Services;

5.2.13. disruption of the normal operation of the Internet Service through the use of pop-up windows;

5.2.14. placing links to Internet resources, the content of which contradicts the current legislation.

5.3. The User agrees not to use automated scripts (programs) to collect information and/or interact with the Internet Service.

5.4. Except as otherwise provided by this User Agreement, no materials may be copied (reproduced), processed, distributed, displayed, published, downloaded, transmitted, sold or otherwise used in whole or in part without prior permission from Gomining.com or the respective copyright holder, unless the copyright holder expressly agreed to the free use of the material.

5.5. The User has the right to publish through the Gomining.com Services intellectual property objects, the right to use of which belongs to the User.

5.6. Any use of the Gominig.com Services, except as permitted by this User Agreement or the express consent of the author (Copyright Holder) to such use, without the prior written permission of the Copyright Holder is strictly prohibited.

5.7. In the event that a reasoned complaint is received from the relevant copyright holder regarding a violation of his rights protected by law, Gominig.com shall be entitled to delete the content published by the User or block Users from accessing it without notifying the User and without explaining reasons.

5.8. The User agrees to be personally responsible for any materials or other information that the User uploads or otherwise makes publicly available (publishes) through the Gominig.com Services or with their help. The User may not upload, transfer or publish materials through the Gominig.com Services if they are not created personally by the User or if the User does not have permission of the respective copyright holder to publish such materials.

5.9. In the case of claims from third parties related to the placement of materials by the User, the User shall independently and at his own expense settle these claims.

5.10. Gominig.com shall have the right to copy materials in order to coordinate and facilitate the publication and storage of User Content on the Website.

5.11. The User agrees to be personally responsible for any information and any materials that the User publishes through the Gominig.com Services, and for the User's interaction with other Users.

5.12. Due to the fact that the Internet Service is publicly accessible and not a pre-moderated information resource, Gominig.com shall not bear any responsibility for any materials published by Users.

5.13. Gominig.com shall not be responsible for any behavior of Users using the Gominig.com Services either online or offline.

5.14. At the request of the relevant authorized law enforcement agency or another authorized state body, but in accordance with applicable law, Gominig.com may transfer the available information about the User to such state body.

## 6. Non-commercial use

6.1. The User agrees not to reproduce, repeat or copy, sell or resell, or use for any commercial purposes any intellectual property located in the Gominig.com Services, except when such permission is given to the User by Gominig.com.

## 7. General provisions on the use and storage of information and materials

7.1. The User acknowledges that Gominig.com may establish restrictions on the use of the Gominig.com Services including restrictions of the storage period for messages and any other materials posted by the User, the maximum number of messages that can be sent or received by a User, the maximum size of disk space, maximum number of accesses to Gominig.com Services within a certain period, etc.

7.2. The User shall grant Gominig.com a non-exclusive license for use, including reproduction, distribution, processing, public display, and publicizing of materials posted by the User as part of the Internet service for public viewing, as Gominig.com content available on the Internet Service Gominig.com in order to promote the Internet Service and its advertising. The author of the materials specified in this clause shall reserve all property and personal non-property copyrights, in accordance with international agreements.

7.3. In case the User deletes the materials, the rights mentioned in clause 7.2. hereof shall be automatically revoked; however, Gomining.com has the right to keep archival copies of the content posted by Users.

7.4. Gomining.com shall have the right to prohibit the automatic access to Gomining.com Services and stop accepting any information generated automatically (e.g., Spam). Gomining.com, at its discretion, may cease to communicate with networks that violate international law, the terms of this User Agreement, or generally accepted principles of interaction established on the Internet.

7.5. Using the functionality of the Gomining.com Services, the User agrees that the User's information may be transferred to Gomining.com partners solely to ensure the provision of the services ordered by the User and for Users provision with the rights to use additional functional (software) capabilities of the Internet Service provided jointly with these partners, and exclusively to the extent necessary for the proper provision of these services and the granting of these rights.

8. Termination of the user's account and website, and the removal of materials posted by the user

8.1. The User agrees that Gomining.com shall reserve the right to terminate the User's account at any time without prior notice to the User.

8.2. The account may be terminated for the following reasons: a) violation of the provisions of this User Agreement and/or the User Agreement of the Gomining.com Service, its parts, or additions thereto, which are their integral part; b) at the appropriate request of the authorities, in accordance with international law; c) in connection with unforeseen problems of a technical nature or circumstances related to safety; e) due to the creation of interference and any violations in relation to the Gomining.com Services, including the use of any devices, software, etc.

8.3. Gomining.com reserves the right, at its sole discretion, to modify (moderate) or delete any information published by the User, including information (materials) that violate the prohibitions established by section 5 of this User Agreement, including personal messages and comments, suspend, restrict or terminate access to any Gomining.com Services at any time for any reason or without explanation, with or without prior notice, not being liable for any harm that may be caused to the User by such action.

8.4. Gomining.com may delete the User's account and/or suspend, restrict or terminate access to any of the Website services if Gomining.com finds that the User's actions contain signs of violation of the terms and conditions of this User Agreement, without explaining the reasons for such actions. Gomining.com reserves the right to remove any materials posted by the User as part of the Gomining.com Services, without giving reasons and without prior notice to the User; however, Gomining.com shall make every possible effort to avoid such situations.

8.5. The User agrees that Gomining.com shall reserve the right to stop servicing the unpaid User account in any of the Gomining.com Services.

8.6. Termination of the User's account involves: a) terminating the User's access to the personal part of all Gomining.com Services; b) removing the password and freeing the website from the User's files as well as their personal settings deleting.

8.7. The User shall have the right to refuse using the account in the Gomining.com Services, and in this case materials posted through the Gomining.com Services shall be destroyed without the possibility of recovery.

9. Gomining.com intellectual property rights

9.1. The User acknowledges and agrees that the Gominig.com Services contain audio-visual products, computer programs, trademarks, and other intellectual property objects, the rights to which are held by Gominig.com (and/or Gominig.com counterparties), and which may not be used without prior consent from Gominig.com.

9.2. The User shall not reproduce, copy, modify, sell, publicize, or distribute the content and programs of the Internet Service, in whole or in part, unless the User Agreement or the terms of use of any Gominig.com Service provides otherwise.

## 10. Gominig.com liability

The User understands and agrees that:

10.1. The User shall use the Gominig.com Services "as is". Gominig.com shall not accept any responsibility, including responsibility for the conformity of the Gominig.com Services with the User's goals;

10.2. Gominig.com does not guarantee that the Services shall comply with the User's requirements; be provided continuously, quickly, reliably and without errors; neither shall it guarantee that the results that may be obtained by the User shall be accurate and reliable; the quality of any product, information, and other results obtained using the Gominig.com Services shall meet the User's expectations, and that all errors in the programs shall be corrected;

10.3. The User may use any materials (intellectual property objects) received by the User using the Gominig.com Services at their own risk, while the User shall be liable for any damage that may be caused to the User's computer and the User's data as a result of these materials downloading;

10.4. Gominig.com shall not be responsible for any direct or indirect losses incurred due to the use or impossibility to use the Gominig.com Services; due to unauthorized access to the User's communications; due to fraudulent activity of third parties including the use of Gominig.com symbol or trademark for personal gain.

10.5. Gominig.com shall not be responsible for the user's use of the email account for commercial purposes, including the storage of documents and business correspondence.

## 11. Gominig.com confidentiality

11.1. Gominig.com may use the User identification technologies, including using cookies, and use these technologies for marketing purposes to study User's preferences. Such identification shall be non-personalized and generalized, Gominig.com shall not monitor the actions of individual Users and shall not transfer information about them. However, this information may be provided to authorized state bodies in accordance with applicable laws.

11.2. Within the functioning of the Gominig.com Services, confidentiality of messages shall be maintained and the confidentiality of information about Gominig.com Users shall be ensured.

11.3. The user agrees to the use of registration data by Gominig.com in a generalized form, for the purpose of "targeting" on the Gominig.com Services.

## 12. The principle of respect for the rights of Internet users

Users of the Gominig.com Services shall respect the rights of each other and third parties, comply with established traditions and ethics on the Internet, and not abuse the capabilities of the Gominig.com Services for purposes contrary to applicable laws and morality.

### 13. Information security

13.1. The User shall not have the right to access any information of the Gomining.com Services other than the User's own information, as well as information that is publicly available in the Gomining.com Services.

13.2. Upon detection of a person carrying out actions that qualify as spam, Gomining.com shall have the right to block the receipt of emails from the email account of the specified person (including Users) in the Gomining.com system.

13.3. Gomining.com shall not be responsible for the security of the Gomining.com account name and User's password, if such User uses for access forms located on external Internet websites.

### 14. Internet service interruptions

14.1. Gomining.com shall have the right to carry out maintenance work on the Gomining.com Services with a temporary suspension of the Gomining.com Services functioning.

14.2. In case of any force majeure circumstances or accidents, or failures occur in the hardware and software systems of third parties cooperating with Gomining.com, or in case of actions of third parties aimed at suspending or terminating the operation of all or part of the Gomining.com Services, the Gomining.com Services may be suspended without prior notice to Users.

### 15. Feedback and claims settlement

A User, who believes that their rights and interests have been violated due to the actions of Gomining.com, may file a claim. Claims shall be handled by the Gomining.com User Support Service in accordance with the general procedure for incoming requests handling.

### 16. General information

16.1. Nothing in the User Agreement may be understood as the establishment of agent relations, partnership relations, joint activity relations, personal hiring relations, or any other relations between the User and Gomining.com other than expressly provided for by the UA.

16.2. Recognition by a court of a provision of the UA as invalid or unenforceable shall not entail the invalidity or unenforceability of other provisions of the UA.

16.3. Gomining.com inaction in case of a violation by the User or other third parties of the UA provisions shall not deprive Gomining.com of the right to take appropriate actions to protect its interests later.

16.4. All disputes of the parties hereunder shall be resolved by correspondence and negotiations using the mandatory pre-trial (claim settlement) procedure. If the parties fail to come to agreement through negotiations within 60 (sixty) calendar days from the receipt of a written claim by the other Party, the dispute shall be referred by any Party to a court at the location of Gomining.com (except when a case falls under the jurisdiction of any other court).

### 17. Amendments and additions to the UA



17.1. The User shall have the right to refuse accepting amendments of and additions to the UA made by Gomining.com, which means that the User shall refuse using the Internet Service and the rights granted earlier.

Use of any Gomining.com Service shall mean the User's unconditional consent to the provisions of this User Agreement.