

# Terms and Conditions of Use Sincere Systems Group

Please read carefully these Sincere Systems Group Terms and Conditions of Use (hereinafter referred to as the the “Terms”), our AML Policy located at <https://s-group.io/docs/aml-policy.pdf> and Privacy Policy located at <https://s-group.io/docs/privacy-policy.pdf> which are an integral part of these Terms (hereinafter collectively referred to as the “Agreement”) before using the Sincere Systems Group website located at <https://s-group.io> (the “Website”), Sincere Systems Group bot and Sincere Systems Group platform represented by the Website interface in whole (hereinafter collectively referred to as the “Sincere Systems Group”). If you disagree with these Terms, please do not use Sincere Systems Group.

When we use "We", "Sincere Systems Group", and "Company" in the text of this Terms we mean Sincere Systems Group, a company registered in 65 Brendon Close Harlington Hayes UB3 5NQ, registration number 12695421 and its affiliated companies, which are the developers and the owners of the different products and services under the brand "Sincere Systems Group", including but not limited to Sincere Systems Group website, Sincere Systems Group bot, virtual currency exchange and wallet services and Sincere Systems Group platform (the "Platform") in whole.

## GENERAL PROVISIONS

The Agreement is a legally binding contract between you as a client whether in your natural person capacity or legal person capacity (“the Client” or “you” or “User” or “Customer” as the context requires), on the one part, and Sincere Systems Group, on the other part (hereinafter collectively be referred to as the “Parties” and individually as the “Party”) and regulates the mutual rights and duties of the Parties in respect of the use of the Sincere Systems Group.

The Agreement is a public offer and the Client confirms its adoption and acceptance by clicking the “Accept” button when creating a User Account.

## HOW Sincere Systems Group WORKS

Sincere Systems Group provides an online platform service represented by automated software complex (ASC) developed by us that allows Clients to transfer their own virtual currencies (BTC, ETH), non-cash money or electronic money (including fiat currency and private currency) (collectively, the “Digital Assets”) and have the opportunity to participate in the autonomous distribution of bonuses. The Client receives bonuses for using by the Platform of transferred Digital Assets and attraction of new Clients. The Platform consists of a set of automated algorithms, which ensure its autonomous operation Depending on the activity, you may need to use third-party

resources to arrange transactions, and Sincere Systems Group takes no liability in respect of these transactions.

Once your User Account is created and identification and verification procedures are completed, you have a right to transfer your own Digital Assets to the Platform in the amount and manner as further outlined in this Agreement (the “Initial Amount”).

When you transferred the Digital Assets to the Platform, you as the Client will receive a right to participate in the autonomous distribution of bonuses and in the Sincere Systems referral program.

## **CREATING AND MANAGING YOUR ACCOUNT**

In order to create a User Account and use the Sincere Systems Group, you represent and warrant that: (i) if you are a natural person, you are 18 years of age or older and you are not a U.S. citizen; and (ii) if you are a legal person, you have the right, power, and authority to enter into this Agreement on behalf of the legal person and bind it to these terms; and (ii) you are not barred from doing so under any applicable laws and/or this Agreement.

In order to create a User Account, you need to learn this Agreement, and if you accept its terms and conditions, fill out the User Account registration form located on the Website and click the “Accept” button.

Regarding Clients, the KYC (know your customer) policy is used, which is based on a comprehensive legal assessment and includes, but is not limited to, such procedures as collecting and analyzing identification information about the Client; comparison of Clients with lists of interested parties, such as politically exposed persons (Politically Exposed Persons); determining the degree of risk of the Client in the context of the propensity to legalize income, financing terrorism; the formation of expectations regarding the transactions of Clients, as well as the control of transactions for contradictions to such behavior. The creation of the User Account and the further authorization therein shall require that the Client should specify the information as follows:

**For Clients — natural persons:**

1. Your email;
2. Your password;
3. Your name;
4. Personal identification code (in case of absence the date and place of birth and place of residence);

5. Phone number and Telegram messenger contact;
6. Occupation;
7. Payment details.

The further identification and verification therein shall require that the Client should provide the documents as follows:

#### For personal identification:

- Personal ID card (whether ID card, e-resident card or residence permit card); or
- Passport or diplomatic passport; or
- Travel documents issued in a foreign country;

#### For verifying the address:

- Tax or tariff bill from the local government; or
- Bank statement (for current account, deposit account or credit card).

#### For Clients — legal persons:

1. Your email;
2. Your password;
3. Name of the Client;
4. Registry code (or registration number and registration date) of the Client;
5. Names and authorizations of members of the Management Board or the head of a branch or the other relevant body, UBOs;
6. Phone number;
7. Business description;
8. Website.

#### For identification:

- articles and memorandum of association;
- documents confirming the management and ownership structure.

For verifying the address:

- Tax or tariff bill from the local government; or
- Bank statement (for current account, deposit account or credit card).

Where applicable, the representative of a Client shall submit a document in the required format certifying the right of representation.

According to the existing standards of practical activities to resist money laundering, we reserve the right to require the Client additional documents or any other additional information necessary for identification of the natural or legal person, its source of wealth or verify the transaction performed by the Client.

You can change your profile information in your User Account settings. You guarantee that any information that you provide through the Platform is true and relevant. You must notify Sincere Systems Group of any changes if the provided personal information or documents become invalid, and provide relevant information/documents. In case you have difficulties in changing your personal data, please contact us at [support@s-group.io](mailto:support@s-group.io).

Once your User Account is created and identification and verification procedures are completed, you will get your unique wallet which you can use to receive, store and transfer the Digital Assets and bonuses (the “Initial Wallet”). Initial Wallet’s interface is divided into 3 parts — “sub wallets”: Main Balance, Investment Profits and Affiliate Bonuses.

You can replenish the Main Balance with your Digital Assets and withdraw them from it to outside wallets.

Investment Profits displays the bonuses you receive in the result of the usage of your Digital Assets by Sincere Systems Group. To dispose of the bonuses, you have to withdraw them to the Main Balance.

## **TERMS OF USE**

To participate in work with SINCERE SYSTEMS GROUP, the Client is given the opportunity to choose a package of services:

Distribution of	50/50	60/40	65/35	70/30	75/25	80/20	85/15
bonuses client / company	%	%	%	%	%	%	%

The percentage distribution of bonuses is applied exclusively to the results of completed trading transactions on a daily basis. The percentage can be amended by the Company. For each replenishment of the personal wallet with the Client's assets, SINCERE SYSTEMS GROUP additionally requests 5% of the amount of transferred assets for servicing the Client's trading account.

## **Daily bonuses**

For participation of funds in trading processes, the Client is credited daily to his account and can be transferred to his wallet no earlier than a month later. Bonuses for assets credited by the client to the SINCERE SYSTEMS GROUP account begin to be credited only after three banking days.

The client can increase the level of his package by purchasing a package of the next level. Also, the next-level package can be automatically connected if the Client has accumulated the necessary amount on his balance sheet and refinanced it.

The client can withdraw the accrued interest by sending a request that is processed within three banking days.

Using SINCERE SYSTEMS GROUP digital assets involves transactions on the Internet, which are supported by the acquisition of a certain number of digital assets. Given this fact, the Client agrees to cover these costs to ensure its proper operation.

We prohibit the use of the Platform to natural persons under the age of 18 and / or persons from Restricted Countries. If we determine that such persons have registered on the Platform, specifying inaccurate and/or fake information about personal data, Sincere Systems has the right to immediately block access to the Platform to such a person and delete his User Account without the right to unlock it and return Digital Assets.

The Client agrees that he will not use the Platform to perform any kind of illegal activity or take part in any actions that adversely affect the work of the Platform. We may suspend the use of the Platform for technical maintenance. Transfer of own Digital Assets to the Platform by the Client is not a procedure of “investing” in any understanding and interpretation of this term, and all terms outlined in this Agreement should not be construed as “investing” in any form. Transfer of own Digital Assets to the Platform by the Client is not a procedure for investing in a common enterprise and / or is not a procedure for investing in the Sincere Systems Group.

As a result of the transfer of Client’s own Digital Assets to the Platform, the Client does not receive a stake in any legal entity, including a stake in the Sincere Systems Group or a share in the capital of the Sincere Systems Group company.

As a result of the transfer of own Digital Assets to the Platform by the Client the Client does not acquire the status of the lender of the Sincere Systems Group.

Transfer of own Digital Assets to the Platform by the Client does not give the Client the right to participate in the Sincere Systems Group’s profits and / or losses, and does not give the Client the right to participate and / or receive a share in the assets and/or liabilities of the Sincere Systems Group.

Participation of the Client in the referral and bonus programs does not create agency or employment relations between Sincere Systems Group and Client.

We reserve the right, at our sole discretion, to restrict the Client’s access to the Platform and related services or any part thereof, at any time, without prior notice, in particular, due to legal grounds aimed at combating terrorism, money laundering or in accordance with other applicable rules.

Using by the Platform of Digital Assets involves the performing of transactions in blockchain networks, which are supported by the acquisition of a certain number of Digital Assets. Given this fact, the User agrees to cover these expenses by the Platform to ensure its correct operations.

The transfer of Digital Assets to the Platform for its use in accordance with the general rules is carried out for 1 year. At the same time, this condition does limit the ability of the Client to withdraw their Digital Assets from the Platform earlier. In this case, the Client shall pay the Platform the penalty in the following amount from the current amount (number) of Digital Assets.

It is not possible to withdraw digital assets in the first 3 months.

30% if he withdraws digital assets in the period from 4 months to 6.

20% if he withdraws digital assets in the period from 7 months to 9.

10% if he withdraws digital assets in the period from 10 months to 12.

The Customer also accepts the condition of automatic renewal of the Platform's rights to use his Digital Assets: if after the expiry of the annual period of use the Customer does not make a request to receive the originally transferred Digital Assets, this rule shall take effect and the Customer's Digital Assets shall be on deposit until the Customer makes a request to receive the originally transferred Digital Assets.

## **RIGHTS AND OBLIGATIONS OF Sincere Systems Group**

Sincere Systems Group has the right to:

1. Request the Client's information and documents in order to execute the Agreement.
2. Block the registration and login process by the users with Internet Protocol ("IP") from the list of Restricted Countries mentioned in our AML Policy. In case we detect or reveal that residents from the restricted countries breach or circumvent our rules we will return all the investment to the balance and access to the services will be denied.
3. Form the accounting bases of the Clients, their personal data and their transactions.
4. Gather, systematize, collect, store, destroy, update, modify and process by other non-prescribed way and distribute the Client's personal data for purposes related to the execution of and compliance with the provisions of this Agreement and the interests of the Client.
5. Retain email correspondence with the Client for the purpose to use it as evidence in resolving possible conflict situations.
6. For the provision of Services under the Agreement, to engage third parties — partners — and to assign operation companies from the group of companies, which are responsible for the provision of certain services;
7. Unilaterally determine the amount, method of calculating and accrual the bonuses transferred to the Clients' Initial Wallets at the time of accrual.
8. Independently determine the form and methods of Services providing on the basis of legal requirements, technical capabilities, as well as the specific terms and conditions of the Agreement at any time without prior notice to the Client.
9. At any time in Sincere Systems Group's sole discretion to modify, suspend or terminate any Service, content, feature, or product offered through the Sincere Systems Group platform, with or without notice

10. Carry out repair work (up to 20 business days) and upgrade the Platform (up to 5 business days) and perform other necessary actions that ensure the uninterrupted operation of the Platform. During such work, access to User Accounts may be temporarily restricted
11. If we doubt the correctness of the personal data and/or documents provided by the Client or reveal his suspicious activity, ask the Client to undergo additional verification, which includes providing high-definition photos of the Client with a paper where indicated the relevant date and inscription "Sincere Systems Group".
12. If the Client breaches any of his obligations, other provisions of the Agreement or the applicable laws and/or if the Client abuses his/her rights and such a breach has resulted or may result in inflicting damage on the other Client, Sincere Systems Group has a right to take one of the following measures for terminating the breach at its own discretion without any separate explanations:
  - To remove the content which breaches the Terms (article/note, text, image, etc.);
  - To block the User's Account temporarily, i.e., to deprive the User Account temporarily of the possibility to use the Sincere Systems Group till he eliminates the breaches. Review of the case and unlock may take up to 30 days. Accrual of bonuses does not occur until the User Account is temporarily blocked;
  - To block the User's Account temporarily, i.e., to deprive the User Account temporarily of the possibility to use the Sincere Systems Group till he eliminates the breaches. Review of the case and unlock may take up to 30 days. Accrual of bonuses does not occur until the User Account is temporarily blocked;
  - To block and delete the User's Account for good and all, i.e., to deprive the Client indefinitely of the right to the authorization in the User Account;
  - To rectify otherwise the consequences of the Client's negative acts breaching this Agreement.
13. The Company reserves the right to amend the list of documents for the purposes of the creation of an account, identification, and verification procedures.

**Sincere Systems Group shall:**

- Observe all provisions of the present Agreement and applicable laws.
- Organize and ensure the proper provision of Services.



- Use all personal data and confidential information about the Client only for the provision of Services.
- Not to distribute information relating to the Client to anyone except for its employees, trustees and partners in the volume necessary for the enforcement of the Client's rights, unless otherwise provided for the Agreement.
- To immediately block access to the User Account in the event of receipt of the Client's notification about unauthorized access by third parties until sufficient measures are taken in order to change the data required to access the User Account.

## **RIGHTS AND OBLIGATIONS OF THE CLIENT**

When using the Sincere Systems Group (through the Website and in any other manner including by means of any software as has not been approved by the Sincere Systems), you have the right to:

1. Use the Sincere Systems Group functionality for purposes that are not contrary to these Terms and the applicable laws;
2. Participate in Sincere Systems Group bonus programs and special offers;
3. Contact the Sincere Systems Group and to receive a response from it in accordance with the procedure determined by these Terms.
4. Receive and transfer Digital Assets into your Initial Wallet and withdraw them as outlined in this Agreement.

When using the Sincere Systems Group, you shall:

1. Not create more than one User Account;
2. Take full responsibility for the correctness of the information you provide to Sincere Systems Group;
3. Not transfer, assign, or resell your User Account;
4. Not try to receive access to the User Account of another Client or perform any acts from the User Account of another Client;

5. Not use automated programs (bots, robots, "spiders", scrapers, and other programs having similar functions) and scripts through User Account and in the Sincere Systems Group, in particular, for the collection of information on the other Clients, and for mass or targeted distribution (spam, etc.);
6. Not carry out any unauthorized collection and processing of the personal data of other Clients without their explicit consent;
7. Not distribute unauthorized commercial messages (advertising, spam) among the other Clients;
8. Take care of the cybersecurity of his User Account, in particular, shall not disclose his login and password to third parties, prevent a temporary or permanent access of such persons to his User Account and shall not alienate your User Account for the benefit of third parties (by donating, selling, exchanging it, etc.);
9. Not perform any acts:
  - Having the nature of threats, jeopardizing, persecution, discrimination, abuse, deceit, or some other unlawful influence on the other Clients;
  - Breaching the rights and legal interests of the other Clients; and
  - Making the other Clients' comfortable use of the Sincere Systems Group impossible otherwise;
10. (content) before they are performed/carried out;
11. Not perform acts aimed at a breach of the normal functioning of the Sincere Systems Group (e.g. by overloading the computer equipment on the basis of which the Sincere Systems Group platform operates) both by means of software and through his direct acts within the Sincere Systems Group;
12. Not disseminate, launch or use viruses, Trojan horses, and other harmful software (exe files, object codes in any form, etc.) within the Sincere Systems Group;
13. Not breach intellectual property rights which belong to other persons in accordance with the applicable intellectual property laws (trade names, trademarks, titles of art works, etc.) within User Account or the Sincere Systems Group. Estimate the lawfulness of any acts, transactions and the placement of any materials, texts, files;

14. Report and pay any taxes arising from your use of the Digital Assets and bonuses. Each Client is subject to any taxes he may be subject to by the state of their residency or any other applicable rules. In addition, you agree that Sincere Systems Group is not responsible for determining whether or which laws may apply to you, including tax law;
15. Not engage in unlawful network marketing, organization of and involving the Clients in pyramid investment schemes, fraudulent activities and in other unlawful activities within the Sincere Systems Group;
16. Not place anywhere the false information about Sincere Systems Group, and information discrediting business reputation of Sincere Systems Group, as well as the honor and dignity of its Clients and associated persons.
17. Not breach other rights and legal interests of Sincere Systems Group, its Clients or third parties including legal entities, individuals, international organizations, public bodies, entire states, etc;
18. Not assist other Clients in breaching these Terms and notify Sincere Systems Group immediately if you detect such breaching;
19. Use Sincere Systems Group in accordance with the Agreement.

Sincere Systems Group takes no responsibility for your use of Digital Assets, and you must understand all risks associated with the use of Digital Assets.

The use of the Sincere Systems Group and any elements of its functionality shall be voluntary. You will have your own choice regarding your activities within Sincere Systems Group, but please note that each Client is responsible for its own activities. In addition, you must be aware of any potential risks, as further outlined in this Agreement, and respect other Clients.

## **NOTICE**

Sincere Systems Group will use the email address on record for your User Account as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes.

## **TERM, AMENDMENTS AND TERMINATION**

Term of Agreement starts to run from the date of the Client makes acceptance of the Agreement by clicking the "Accept" button when creating a User Account.

The Agreement ends with its termination conducted in accordance with the provisions of the Agreement.

In the event of changes made to this Agreement, the modified version will be immediately published on the Website. You should regularly review this Agreement. If the changes in this Agreement are significant, we will do our best to inform you about the changes and to make such changes clearly introduced to you. If changes to this Agreement are not significant, we will notify you of such changes by posting the updated Agreement on our Website.

## **LIMITED WARRANTY**

THE SINCERE SYSTEMS GROUP PLATFORM SOFTWARE AND DOCUMENTATION ARE PROVIDED TO CLIENTS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH CLIENT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SINCERE SYSTEMS GROUP PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

## **LIMITED LIABILITY**

IN NO EVENT WILL SINCERE SYSTEMS GROUP, OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OWNERS, DIRECTORS AND OFFICERS, AS WELL AS LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO ANY CLIENT OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE PLATFORM SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE

DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SINCERE SYSTEMS GROUP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SINCERE SYSTEMS GROUP, INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', BEAR COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$100.00. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF THE REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

## **AVAILABILITY OF SERVICES**

Sincere Systems Group provides Services without warranty of any kind, either express or implied. Sincere Systems Group does not represent that its Website will be available 100% of the time to meet your needs. Sincere Systems Group strives to provide you with the service as soon as possible, but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or a loss of transmitted information.

Sincere Systems Group uses reasonable endeavors to ensure that its website can be accessed by you in accordance with this Agreement. However, Services may be suspended for maintenance, and you acknowledge that notice to you may not be possible in an emergency.

## **PRIVACY POLICY**

By registering himself in the Sincere Systems Group, the Client agrees to the collection, storage, use, and disclosure of his personal data in accordance with this Agreement and the applicable laws. The confidentiality-related aspect of the relationship between the Parties shall be regulated by the Privacy Policy accessible at <https://s-group.io/docs/privacy-policy.pdf> and being an integral part of these Terms.

## **PUBLICITY WAIVER**

Your rights to your personal data published by you in or with the Sincere Systems Group remain unchanged. We do not claim ownership of it. Instead, when you publish or upload personal data that is subject to intellectual property rights to or in connection with our Services or share such personal data, you hereby give us a non-exclusive, royalty-free, valid for worldwide license with the right to transfer and issue sublicenses for storage, use, distribution, modification, launch, copy, public

performance or display, translation of your personal data and creation of derivative works based on it (in accordance with technical capabilities of the Sincere Systems Group Platform and features of blockchain networks). You can terminate this license at any time by deleting your personal data or User Account. Technical and legal based restrictions may be applied to certain types of personal data.

## **RELEASE OF Sincere Systems Group/INDEMNIFICATION**

Sincere Systems Group encourages its Clients to resolve any disputes amicably. However, should a dispute arise between you and one or more other Clients of Sincere Systems Group, you release Sincere Systems Group, its affiliates and service providers, and each of their respective officers, directors, agents, joint ventures, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Sincere Systems Group, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint ventures, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

## **CYBERSECURITY**

Sincere Systems Group security measures include security feature such as password entry requirement for User Account.

In case of authorization in the User Account, the Client shall follow the procedure of the so-called two-factor authentication being a component of the Client's and the Sincere Systems Group' cybersecurity.

Organizing and ensuring the proper provision of the Services, Sincere Systems Group may not have the ability to prevent or mitigate attacks on blockchain networks or prevent hacker attacks. Sincere Systems Group makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, whether or not Sincere Systems Group was negligent in providing the proper security.

## **GOVERNING LAW**

This Agreement shall be governed by and construed according to the English law. For all matters not covered in this Agreement, Parties shall be governed by English law.

Any disputes that may occur as a result of the implementation of the present Agreement and other agreements established between the Parties are resolved in compliance with the legislation of English law.

## **DISPUTE RESOLUTION PROCEDURE**

All disputes and controversies arising out of, under, or in connection with this Agreement are to be settled by way of negotiation. In order for a dispute or a controversy to be submitted to the court, the complaint settlement procedure should be observed.

In case the Client believes that Sincere Systems Group by any action or inaction violates one or more articles of the Agreement, he has the right to submit a complaint to Sincere Systems Group.

The complaint should be submitted to Sincere Systems Group in the way described in this Agreement. The complaint should contain the following:

1. The Client's name; and
2. Date and time the problem occurred; and
3. Description of disputable situation with reference to an article/articles of this Agreement and/or a relevant regulation that the Client considers violated.

The complaint must not contain the following:

1. Emotional evaluation of the disputable situation;
2. Offensive remarks;
3. Expletives.

A complaint should be sent via e-mail to Sincere Systems Group within 20 days from the moment the Client found out that his rights were violated.

Sincere Systems Group, having received a complaint, notifies the applicant via the electronic mail about the results of the examination within 7 working days from the date of receipt of a complaint.

Sincere Systems Group has the right to reject a complaint in case it does not meet the requirements of this Agreement. All complaints are examined in compliance with this Agreement and/or relevant regulations.

The Parties shall use all reasonable efforts to settle through negotiations any disputes arising out of this Agreement, in connection with it or its violation, termination or validity.

Statement of claim may be filed to a court in case the dispute and disagreement was not settled or response to the complaint was not received within 30 days.

**The Client unconditionally:**

1. Consents that courts of Great Britain have exclusive jurisdiction, which determines any legal proceedings in regard to the present Agreement;
2. Consents to the jurisdiction of the courts of Great Britain;
3. Renounces any kind of protest in regard to judicial settlement in any such court;
4. Agrees to never claim that location of such courts is inconvenient, or that they are legally invalid in regard to the Client.

The Client agrees to fulfill requirements and execute the court's decision.

## **FORCE MAJEURE**

Neither party hereto shall be liable for failure or partial failure to perform these Agreement if such failures have been caused by Force Majeure circumstances being beyond Parties reasonable control such as fire, flood, earthquake, epidemic, epizootic, wars, military actions, governmental acts and regulations, embargo and other circumstances which current law may refer to as Force Majeure. Target dates of obligations execution under this Agreement shall be postponed for the period of such circumstances duration. If such circumstances last over 1 month, Parties shall negotiate to achieve a solution acceptable to both Parties.

Within 15 working days after the occurrence of Force Majeure circumstances, the affected Party shall submit to the other Party a Force Majeure confirming document issued by Chamber of Commerce and Industry or any other authorized or reputable organization of the country of the Force Majeure. Such document shall constitute a sufficient proof of Force Majeure.

Should such Force Majeure circumstances last for more than 60 days, any Party shall be entitled to terminate further execution of its obligations under this Agreement.

In this case the Parties shall effect the final settlement under the Agreement within 15 working days after notification by either Party of termination of its obligations hereunder in connection with Force Majeure circumstances.



In such cases neither Party shall be entitled to claim damages caused by Force Majeure circumstances from the other Party.

## **INTELLECTUAL PROPERTY RIGHTS**

Clients acknowledge and agree that the use of and access to Sincere Systems Group under this Agreement are provided under license, and not sold, to any Client. Clients do not acquire any ownership interest in Sincere Systems Group under this Agreement. Sincere Systems Group reserves and shall retain its entire right, title, and interest in and to the software and all Intellectual Property Rights arising out of or relating to the Platform software, except as expressly granted to the Clients in this Agreement.

Clients shall safeguard all Platform software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. As used herein, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, and all similar or equivalent rights or forms of protection, in any part of the world.

## **RISK FACTORS**

Owning virtual currencies involves a high degree of risk. Clients should carefully consider the risks described below, together with all of the other information contained in the Agreement before making a decision to use Sincere Systems Group.

By owning virtual currencies and transferring Digital Assets to the Platform, you expressly acknowledge and assume the following risks:

### **RISKS RELATED TO Sincere Systems Group**

**Sincere Systems Group has a limited operating history and any success to date may not be indicative of future results.** Sincere Systems Group has a limited operating history upon which an evaluation of its prospects and future performance can be made.

Sincere Systems Group's proposed operations are subject to all business risks commonly associated with new enterprises. Using Sincere Systems Group must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the inception of a business, the operation in a competitive industry, and the continued development of advertising, promotions, and a corresponding client base. Each Client should

consider Sincere Systems Group's business, operations and prospects in light of the risks, expenses and challenges faced as an early-stage company.

**Sincere Systems Group and/or the Platform may dissolve.** It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH, BTC or other cryptographic and fiat currencies, a decrease in the Digital Assets' utility, the failure of commercial relationships, or intellectual property ownership challenges, Sincere Systems Group may no longer be viable to operate, or Sincere Systems Group may dissolve.

**Sincere Systems Group relies on third parties to adopt the Sincere Systems Group platform for the success of its operations and the digital assets.** Sincere Systems Group relies on third parties, including various companies with which it has or hopes to establish partnerships, to adopt the Sincere Systems Group platform and use the services that Sincere Systems Group provides. While Sincere Systems Group will promote and market the Sincere Systems Group platform to potential Clients, it cannot guarantee that it will be successful or that the Sincere Systems Group platform will grow as expected. If third parties or Sincere Systems Group's partners fail to effectively utilize the Sincere Systems platform, then Sincere Systems Group's operations may be adversely affected.

It is also possible that alternative networks could be established that use protocols that are the same or similar to the protocol underlying the Sincere Systems Group platform and attempt to provide services that are materially similar to Sincere Systems Group's services. The Sincere Systems Group platform may have to compete with these alternative platforms, which could negatively impact the Platform.

## **RISKS RELATED TO THE VIRTUAL CURRENCIES AND THE BLOCKCHAIN**

**Significant risks are related to the virtual currencies products.** Understanding the virtual currencies products can be very complicated, as virtual currencies are often described in technical language that requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks. Distribution of bonuses in virtual currencies to you by Sincere Systems Group does not indicate approval or disapproval of the underlying technology regarding any virtual currency, and should not be used as a substitute for your own understanding of the risks specific to each virtual currency.

Sincere Systems Group does not give you any warranty as to the suitability of the virtual currencies that may be distributed to you via the bonus program, and assumes no fiduciary duty in our relations with any Client.

Clients acknowledge that virtual currencies prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in your Digital Assets you possess at any given moment.

Virtual currencies have unique features that make may it more or less likely to allow them to fluctuate in value. Such factors as regulatory activity, market manipulation, or unexplainable price volatility may affect market liquidity for a particular virtual currency. Blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. Sincere Systems Group does not assume the risk of losses due to factors beyond its control regarding the viability of specific blockchain networks.

Virtual currencies are part of a worldwide decentralized network, individuals and firms choose to participate in it voluntarily. The system is digital, decentralized and mostly anonymous. Relying on this system means relying on the peer-to-peer networking and cryptography to maintain the integrity.

Further, risks associated with virtual currencies include not only market fluctuation risks, but risks of general loss of confidence by the participants, cybersecurity, irrational behavior, changes in software, government crackdown, creation of other currencies and digital assets, technical problems, theft and hacking, or other unforeseen risks.

For the avoidance of doubt, Sincere Systems Group does not provide any investment advice to any Clients in connection with their use of Sincere Systems Group. We may provide information on the price, range and volatility of virtual currencies as well as on the ratings of other Clients, education materials, but none of such information is an investment advice and each Client bears its own risk in respect of any activities within Sincere Systems Group, and Sincere Systems Group shall not be liable for any loss suffered.

**Taxation of virtual currencies is uncertain.** The tax characterization of virtual currencies is uncertain. Clients must seek their own tax advice in connection with owning virtual currencies, which may result in adverse tax consequences, including withholding taxes, income taxes and tax reporting requirements. Each Client should consult with and must rely upon the advice of its own professional tax advisors with respect to the U.S. and non-U.S. tax treatment of virtual currencies ownership.

**The regulatory regime governing the blockchain technologies and virtual currencies is uncertain, and new regulations or policies may materially adversely affect the development of the Sincere Systems Group platform and the utility of the virtual currencies.** Various legislative and executive bodies in Great Britain and in other countries may, in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Sincere Systems Group platform and the adoption and utility of the virtual currencies.

Failure by Sincere Systems Group or certain Clients of the Sincere Systems Group platform to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

Cryptographic digital assets, including virtual currencies, are relatively new and untested technology. In addition to the risks specified in this Agreement, there are other risks associated with the acquisition, storage and use of virtual currencies, including risks that Sincere Systems Group cannot foresee. Such risks may additionally arise in the form of unforeseen changes or a combination of risks specified in the Agreement.

## **MAINTENANCE AND SUPPORT**

Basic software maintenance and support services will be provided to you, and will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates") as Sincere Systems Group will make generally available free of charge to all Clients of Sincere Systems Group. Sincere Systems Group may develop and provide Updates in its sole discretion, and Clients agree that Sincere Systems Group has no obligation to develop any Updates at all or for particular issues. Clients acknowledge that Sincere Systems Group may provide some or all Updates via Website and that Client's receipt thereof will require an internet connection, which connection is Client's sole responsibility. Sincere Systems Group has no obligation to provide Updates via any other resources. Maintenance and support services do not include any new version or new release of the software that Sincere Systems Group may issue as a separate or new product, and Sincere Systems Group may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

## **AMENDMENTS**

The Company reserves the right to amend or modify any portion of these Terms of Use at any time by publishing the revised version of the Terms of Use on the Site. The changes will become effective and shall be deemed accepted by the User, the first time the User uses the Services after the publishing of the revised Terms of Use and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. The User agrees that Company shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Terms of Use.

## CONTACT US

You understand and agree that all communication with you will be via email. Please contact us if:

- you have any questions, inquiries or comments about this Agreement;
- you wish to access, update, and/or correct inaccuracies in your personal information;
- or you otherwise have a question or complaint regarding the Sincere Systems Group. You may contact us by E-mail at: [support@s-group.io](mailto:support@s-group.io).