

USER AGREEMENT
(Public Offer)

This User Agreement contains the terms of use of the Website and the User Member Ledger.

The below terms of the Agreement are intended for the persons meeting the Service Provider's requirements to potential Users and willing to use the SIMEX Crowdfunding Platform and, in the event of execution of this Contract, willing to use the capabilities of the Member Ledger for the purposes of performance of this Contract. The Agreement shall take effect upon acceptance by the User of the Agreement in accordance with Art. 2 of the Agreement.

1. Terms and Definitions

1.1. For the purposes of this Contract, the following terms and definitions shall have the following meanings:

Agent shall mean SIMEX INC., incorporated under the legislation of Nevada (USA) (EIN: 36-4822822), at: 2770 S. Maryland Pkwy, office # 300, Las Vegas, NV 89109, carrying out its activities by provision agency under the Contract.

Authorization shall mean the identification of the User in the establishment of remote connection with the Service Provider and the Agent by means of entering the Member Ledger and confirmation by the User of his/her right to use the Member Ledger by means of SDS (by entering the Phone Number and the Verification Code).

Contract shall mean the agency contract executed between the Agent and the User for the provision by the User of agency services to the User for the purpose of transaction execution and performance at the SIMEX Crowdfunding Platform and for the receipt of ancillary services at the User's will.

Share Investment Agreement shall mean the agreement determining the terms investing funds in the Borrowers' Investment Projects placed in the Investment Offer in the Trading section of the Website.

Assignment Agreement shall mean the agreement defining the terms of assignment of claim to the Borrower arising with the User from the execution by the Agent of Share Investment Agreement (transfer of Investment Shares). Assignment Agreement may be executed only electronically based on the results of the Trading at the Trading Site.

Dividends shall mean a part of the financial indicator of the Borrower's activities received from the implementation of the Investment Project which is allocated to the payment of remuneration to the Users in accordance with the Investment Shares they possess.

Borrower shall mean any legal entity or an unincorporated entrepreneur registered at the Website for the purposes of placement of an Investment project to attract Investments under the terms of the Share Investment Agreement.

Investment Project shall mean the Borrowers' investment offer to attract Investments for the purposes of development of an existing business, start-up, venture project, R&D, etc.

Investment shall mean own, borrowed and/or otherwise raised funds transferred by the Investor to the Borrower in accordance with the Share Investment Agreement as a target interest-free loan for the implementation of an Investment Project.

Investment Share shall mean an accountable item of the User's claim to the Borrower (individual calculation measure) for the determination of the repayable Investment amount and the Dividends payable to the User under the Share Investment Agreement. Under the Share Investment Agreement the User may, by means of the specialized services of the Member Ledger and the Website use the Trading Site to manage the Investment Shares using the trading tools (services) available at the Website. For the purposes of identification, the Investment Shares at the Trading Site shall be assigned a literal marking (e.g.. ABC). Any mention in terms, phrases and sentences in the Agreement and in the documents executed under the Agreement of the Investment Share as regards any transactions therewith or ownership thereof shall mean the transactions with the claims of the User to the Borrower in respect of the Investment Share or the ownership of this claim.

Investment Offer shall mean the offer to execute a Share Investment Agreement with the Borrower posted by the Borrower in the Investment Projects subsection of the Projects section of the Website.

Investment Account shall mean the User's personal account in the Finance section of the Member Ledger, which is a component of the hardware and software package integrated with the Website and intended for the performance by the Agent of internal accounting of Investment Shares. The Investment Account is not an account started by any credit institutions (banks) and/or payment systems or a depository account.

Service Provider shall mean SIMEX INC., incorporated under the legislation of Nevada (USA) (EIN: 36-4822822), at: 2770 S. Maryland Pkwy, office # 300, Las Vegas, NV 89109, which is the owner of the hardware and software package of the Website and provided to the User the services under the terms of the Agreement.

Login shall mean the name of the User's account at the Website.

Member Ledger shall mean a specialized section of the Website protected by special security features containing the User's Personal Data and making it possible for the User to use the resources of the Website and the Member Ledger by means of special services (user tools), including performing operations under the

Contract, receiving official notices and other up-to-date information from the Service Provider and the Agent, getting familiarized with the reporting documents and performing other functions within the technical limits of the Member Ledger. The User's Member Ledger is connected to the data specified by the User in the course of the registration. The User enters the Member Ledger by means of the Phone Number and the Identification Code.

Phone Number shall mean a subscriber number in a cellular (mobile) phone network that belongs to the User (communication service agreement in the name of the User) to which a text message (short message service) may be sent.

Order shall mean the User's order for the performance by the Agent of the agency services provided for under the Contract signed by means of the SDS using the Password end executed by means of the specialized services in the Member Ledger, including: for the purposes Investment provision, purchase or transfer of Investment Shares, disposal of cash in the Account, participating in the Trading and provision of other ancillary services.

Teaming Agreement shall mean the agreement executed between the Agent and the Referrer which is concluded by the Agent in its own name but at the User's expense as worded in Annex 1 hereto.

Partner Reference Link shall mean the unique active reference link to the Website address integrated with the User's data, upon following which the Website page opens with automatic registration of the information on the Referrers of all levels in the event of performance by them of the terms of the registration at the Website (without using other partner reference links).

Password shall mean a set of letters (Latin) and/or digits, which activate the respective Order of the User, when entered in a special field in the execution of a financial transaction. The Password may not be given by the User to anybody. In the event of loss of the Password and access of any third parties to it, the User shall immediately inform the Service Provider of the fact by sending a respective letter to: support@simex.global.

Personal Data shall mean the personal data specified by the User including, without limitation: first name, last name, patronymic, Phone Number, e-mail address, residence address, postal address, identification document details, banking account details and other User data.

User shall mean any natural person, legal entity or individual entrepreneur who accepted the Agreement in accordance with Art. 2 of the Agreement.

Identification Code shall mean a component of the SDS key represented as a four digit code sent to the User's Phone Number, entering which at the entrance to the Member Ledger activates, together with the Phone Number, the access to the Member Ledger and to the User's account.

Profile shall mean the User Profile section in the Member Ledger.

Registration shall mean the registration process of the User at the Website including the confirmation of the Phone Number and the e-mail address necessary to provide the User with secure (authorized) access to the Member Ledger, individual services of the Website, send and receive information and perform other operations via the Member Ledger.

Referrer shall mean the person specified as a Referrer in the Teaming Agreement.

Website shall mean the resource in the Internet Network owned by the Service Provider and located at: <https://mysimex.global>

Service shall mean a personalized service of the Website operating on the basis of a special hardware and software package integrated with the Website and intended to prepare Orders by the User and their submission to the Agent;

Agreement shall mean this user agreement in the form of the Service Provider's public offer published at the Website and accepted by the User.

Account shall mean the User's personal account in the Finance section of the Member Ledger, which is a component of the hardware and software package integrated with the Website and intended for the performance by the Agent of internal accounting of monetary obligations to the User provided for under the Contract. The Account is not an account started by any credit institutions (banks) and/or payment systems or a depositary account.

Parties shall mean the User and the Service Provider jointly.

Trading shall mean the way to use the Website resources for the electronic execution of Assignment Agreements.

Trading Site shall mean the Website specialized service for interactive Trading.

1.2. Terms and definitions listed in cl. 1.1. of the Agreement, upon agreement of the Parties may be construed only in the specified context and cannot be evidence of any legal relationships not directly provided for under this Profile.

2. Procedure for the Agreement Execution (User Acceptance)

2.1. The User willing to execute the Agreement shall accept it electronically in the manner established under this section of the Agreement. The Agreement shall be executed by the User's acceptance of the terms of the Agreement in general.

2.2. The acceptance means that the User agrees with all the provisions of the Agreement and assumes an absolute commitment to fulfil them.

2.3. The User and the Service Provider shall recognize the Authorization as the acceptance by the User registered at the Website before the placement at the Website of the offer of the Agreement in the current version, use of the Services, and the sequential performance by the User of all below actions during the presence of the Current version of the Agreement at the Website as the acceptance of the User having no access to the Member Ledger (not registered at the Website):

2.3.1. the User's getting familiarized in full with the term of this text of the Agreement in the User Agreement section of the Website;

2.3.2. pressing the Registration button at the Website;

2.3.3. indication of the Phone Number in the Data Filling section;

2.3.4. entering the Identification Code in the Phone Confirmation section;

2.3.5. following the link sent to the User's e-mail address indicated in the Profile.

2.3.6. completion of the Profile by the User. Upon completion of the Profile by the Service Provider the information in the Profile becomes an integral part of the Agreement.

It's mandatory that the User should indicate the following Personal Data in the Profile:

- the User's last name, first name, patronymic (if any) in accordance with the domestic passport being the main document confirming the User's identity as a citizen;

- Password;

- Password confirmation – the last testing entry of the Password;

- index, country, region, city, street, building, apartment in accordance with the User's residence registration;

- e-mail address;

- Phone Number.

The User is aware of the fact the mobile operators may charge a fee for the transfer of text messages and that it's the User's obligation to perform all settlements with the mobile operators.

In the Profile, the User shall specify the Phone Number of which the User is the owner. The User agrees to indicate in the Profile the e-mail address registered by the User's name. The Service Provider shall not be liable in the event that the User indicates a Phone Number the User is not the owner of, an e-mail address registered not by the User's name and also in the event that the User makes a mistake in the Phone Number, e-mail address or in the event that any third parties have an access to the e-mail address or Phone Number specified by the User.

2.3.7. Pressing the Register button upon filling in the respective field and entry of the Identification Code sent to the User's Phone Number;

2.4. By acceptance of the Agreement under the procedure specified in cl. 2.3 of the Agreement, the User:

2.4.1. confirms and warrants that the information indicated in the Profile is complete, authentic and up-to-date;

2.4.2. (natural person) confirms and warrants that the User is a legally capable natural person of sound mind and lucid memory, fully aware of the risks and independently takes the decision to use the Member Ledger and the Website and the User is not legally incapacitated under the legislation of the country he/she is a citizen of;

2.4.3. (legal entity) confirms and warrants that the person authorized to perform operations in the Member Ledger has all the necessary powers to act on behalf and in the best interests of the User, including the right to execute transactions and submit Orders to the Agent, also the User's authorized person is not legally incapacitated under the legislation of the country he/she is a citizen of;

2.4.4. confirms and warrants that he/she has familiarized himself/herself in full with the Agreement and annexes thereto and unconditionally agrees with them;

2.4.5. agrees that an extract/extracts from the electronic logs and files of the server side of the Website signed by the Service Provider's authorized person is suitable and sufficient for presentation in settlement of problems and/or dispute through the pre-trial process and/or in courts, arbitration, governmental authorities, other institutions as the evidence of the fact, date and time of submission/non-filling or incomplete filling of the Profile by the User, fact, date and time of receipt/non-receipt by the Service Provider of the information from the Profile, evidence of the fact of indication/non-indication by the User of the relevant information in the Profile and its content, evidence of the fact of signature by the User of Orders for the performance of any operations in the Member Ledger using the equivalent of the User's handwritten signature, and also evidence of the content of the said Orders, requests and confirmations;

The liability for non-compliance and invalidity of the terms and warranties provided for under cl. 2.4. of the Agreement and the risks of adverse consequences related to them shall exclusively rest with the User.

3. Member Ledger

3.1. Upon the conclusion of the Agreement, the User shall have a non-transferrable right to the Member Ledger by means of the Phone Number and the Identification Code. The responsibility for the loss or careless storage of the data for the access to the Member Ledger shall rest with the User.

3.2. In registration the User is assigned a unique Login and an ID number.

3.3. The User shall be responsible for the confidentiality of his/her Identification Code and the Password as well as for all operations to be performed via the User's Member Ledger (using the Services of the Member

Ledger). The Service Provider may prohibit the use of certain Logins and/or take them out of circulation. The User agrees that he/she should immediately notify the Service Provider by sending an e-mail to the Service Provider's official e-mail address indicated at the Website and also by making a call to the Service Provider's support service against the receipt of the receipt number of the message about any unauthorized (not permitted by the User) access to the Member Ledger and/or any other violation and also that the User shall independently log off (the Log Off button) at the end of each working session in the Member Ledger. The Service Provider shall not be responsible for the possible data loss or damage which may occur due to the non-observance by the User of the provisions of this clause hereof.

3.4. The access to the Member ledger and the use of its functional capabilities is permitted only on the User's Registration and/or Authorization at the Website in accordance with the procedure established under the Agreement.

3.5. The technical, organizational and commercial terms of the use of the Member Ledger including its functional capabilities shall be brought to the User's attention by their separate publication at the Website or by a separate notification of the User via the Member Ledger.

3.6. The Phone Number and the Identification Code specified by the User are necessary and sufficient for the User's Authorization and access to the Member Ledger and to perform certain operations at the Website. The User may not tell his/her Password, Identification Code, grant access to the Member Ledger to another User or a third party, neither may he/she receive such information from another User or a third party but on the Service Provider's written consent. The Service Provider shall not be responsible for the transactions between the User any third parties in which the Website is mentioned or for the performance of obligations under which the Member Ledger is used without the use of the Services.

3.7. The User agrees that the Service Provider shall independently determine the design, structure, technical and information content of the Website and the Member Ledger within the limits not violating the terms of the Agreement.

4. Alteration of the Agreement

4.1. The Agreement may be unilaterally amended by the Service Provider by publishing a new version of the Agreement at the Website.

4.2. The User assumes the obligation to regularly (at least once a week) visit the Website to ensure the familiarization with the possible revocation, modification, amendment of the Agreement and solely bears the full risks arising from non-performance or improper performance of his/her obligation provided for under this clause hereof.

4.3. In the event that the User does not agree with the new version of the Agreement, he/she shall notify the Service Provider by sending a respective message via the Member Ledger or via e-mail to support@simex.bz within seven calendar days from the date of the new version of the Agreement. In the event of absence of such notice or its arrival after the date specified in this clause, the new version of the Agreement shall be deemed accepted by the User.

5. Termination of the Agreement

5.1. Unless otherwise provided for in the Agreement, either Party may unilaterally refuse to perform the Agreement by a notice at least ten Business Days prior to the termination. The notice shall be deemed received by the counterparty the next day:

- on its submission by the Service Provider to the User via the Member Ledger;
- upon the day of its delivery by the Service Provider to the User to the e-mail address specified in the Profile section of the Member Ledger;
- upon the day of its delivery by the User to the Service Provider to support@simex.bz.

5.2. In the event that there has been no operations in the Member Ledger for 1 (one) year, provided that the balance on the User's Account is zero and/or there are no other accounted obligations, the Service Provider may unilaterally refuse to perform the Agreement and the Agreement shall be terminated from the date of notice to the User on the Service Provider's refusal to perform the Agreement.

5.3. Upon the Agreement termination the User's access to the Member ledger shall be stopped.

6. General provisions

6.1. The Service Provider shall provide the Users the technical capability to use the services of the Website to prepare Orders for the execution by the Agent of transactions in its own name but at the User's expense, for performance of operations within those transaction and provision by the Agent of other ancillary services.

6.2. The Service Provider shall provide access to the personalized services of the Website for most complete information on particular services of interest, creation of rankings and opinions, participation in the events conducted by the Service Provider for the personalized environment of the Website.

6.3. The SIMEX trade mark, the Services and all programs relating thereto belong to the Service Provider. The exclusive rights to them are protected under the legislation of the state of Nevada and the international law.

6.4. The content provided to the User in the course of use of the personalized services of the Website belongs to the Service Provider or the Agent and is protected by copyright and under applicable legislation effective in the territory of the state of Nevada and the international law.

6.5. The Service Provider grants the User a non-transferable right to use all the personalized services of the Website provided that neither the User, nor any other persons assisted by the User shall reproduce, copy or convert (modify) them or use any parts of them for the personal or commercial purposes.

7. The Right to Use the Website and Permissible Use of the Member Ledger

7.1. The Service Provider shall grant the registered and authorized User the right of free functional use of the Member Ledger and the Website under the terms of a simple (non-exclusive) non-transferable license within the functional capabilities of the Member Ledger.

7.2. The Service Provider may introduce technical limitation of the use of the Member Ledger and/or the Website which shall be brought to the User's attention in the form and manner at the Service Provider's choice.

7.3. The User shall independently determine the term and procedure of using the Member Ledger which shall not, however be inconsistent with the Agreement and the Contract.

7.4. The use of the Website and the Member Ledger for particular purposes shall not violate the property and/or personal rights of any third persons, as well as prohibitions and limitations established under the applicable legislation, including, without limitation: copyright and related rights, rights to trademarks, service marks and appellations of origin, rights to industrial designs, rights to the use of people's images.

8. Use of the Account in the Member Ledger

8.1. The User is the user of the Account which can be controlled by the User via the Member Ledger.

8.2. The Account specialized service of the Member Ledger shall be used under the Contract for the Agent to account for the User's funds on the special agency account.

8.3. The Service Provider shall not be liable for any intentional or unintentional use by the User of the Account in illegal transactions.

8.4. The procedure for the User's management of the funds on the Agent's settlement account under the Contract which funds are accounted for on the Account shall be determined in the Contract.

8.5. In replenishing the Account using payment systems different from a banking transfer, the User confirms that it will stick to the terms of provision of that Service including possible fees and other limitations. The Agent reserves the right to withdraw funds from the Special Agency Account using a payment service different from the one used to enter the funds, depending on the requirements of the Agent's procedures and existing rules.

8.6. To ensure the security of financial operations, any operations with the Account shall be performed using the Password.

9. Performance of Operations in the Member Ledger

9.1. All Services present in the Member Ledger are functional communication mechanisms between the Parties and between the User and the Service Provider established for quick preparation and submission of Orders and other electronic documents provided for under the Agreement and the Contract.

9.2. On entering the Member Ledger, the User is fully responsible for all operations performed via the Member Ledger.

9.3. All Orders in the Member Ledger are irrevocable, i.e. the User may not demand cancellation of an Order after its execution.

9.4. The User shall carefully monitor the accuracy and number of actions performed in carrying out operations in the Member Ledger.

9.5. The Service Provider reserves the right to stop the operations with the User's Account and/or Investment Account and/or in the Member Ledger for a reasonable time period in the event of suspicion about the lawless actions or complaints of any third parties until the circumstances are clarified.

9.6. The User shall not use the Website and/or the Member Ledger for illegal purposes and shall not perform any operations that may harm the Service Provider and violate the legislation of the state of Nevada or the country the User is citizen of.

9.7. The Service Provider reserves the right to account for and systemize all operations performed by the User in the Member Ledger.

10. On the Use of the Website

- 10.1. To use the Website including to prepare Orders, place announcement, receive the Agent's and the Service Provider's services including the ancillary ones, the User shall register and present the valid and sufficient Personal Data/legal entity data and other information necessary for the Agent's and/or Service Provider's obligations on proper performance of the services.
- 10.2. The User agrees that in the event of modification of any Personal data/legal entity data and other information necessary for the Agent's and/or Service Provider's obligations on announcement placement or proper performance of the services, the User shall immediately notify the Service Provider by sending a respective letter to the Service Provider's Support Service to support@simex.bz.
- 10.3. The User agrees that in the event of non-performance and/or improper performance by the Service Provider and/or the Agent of their obligations on service provision due to provision by the User of inaccurate and/or invalid information as well as failure to perform the terms of this Agreement, the Service Provider shall bear no liability.
- 10.4. The User acknowledges that any announcement placed at the Website by other Users may not be deemed completely informative and may be inaccurate. The User may send all objections to the Service Provider's Customer Support Service to support@simex.bz.
- 10.5. The User acknowledges that the Service Provider makes sufficient effort to make the information on the Investment Projects published at the Website true to life. At the same time, the Service Provider informs the User that the actual terms of Investments attraction may differ from the descriptions in the event of unfairness of the Borrowers or any third parties who published them. The User shall immediately inform the Service Provider of all discovered discrepancies at support@simex.bz.
- 10.6. All information on the Investment Projects is published in the Projects section of the Website.
- 10.7. The User shall not be additionally charged for the use of the Website and the Member Ledger under the Agreement. All settlements are performed under the Contract.
- 10.8. The User may send any questions regarding the services provision by the Service Provider to the Customer Support Service via a special form to support@simex.bz.

11. Investment Share Receipt Service

- 11.1. The use of the Investment Share Receipt Service by the User:
- 11.1.1. On the Registration and/or Authorization at the Website, the User shall accept the offer of the Contract by checking the agreement line and enter the Password in the new field.
- 11.1.2. On Authorization at the Website, the User may take part in the Investment Projects presented in the Projects section of the Website by selecting the Investment Offer and preparation of the Order for execution by the Agent of a Share Investment Agreement, following the active link of the respective Investment Offer in the Projects section of the Website.
- 11.1.3. Unless otherwise determined in a separate Agreement, upon the acceptance by the User of the Investment Offer, an amount will be written off his/her Account under the terms of the executed Share Investment Agreement. In the event of insufficient funds on the Account in the course of performance of the Share Investment Agreement, the performance of the respective Order shall be suspended till the Account is replenished and the necessary amount is written off.
- 11.2. On the execution by the Agent of the Share Investment Agreement under the Order, the Customer receives a proportional amount of Investment Shares to the Investment Account corresponding to the Investment Project in the Finance section of the Member Ledger.
- 11.2.1. A respective operation will be shown in the History section of the Member Ledger upon the execution by the Agent of the Share Investment Agreement. The User may request a paper copy of any agreement shown in the History section of the Member Ledger. The expenses to the delivery of this document to the User and payment for the document preparation under the Agent's tariff shall be charged to the User, the payment shall be performed by writing off the necessary amount from the funds on the Account.

12. Disposal of the Investment Shares

- 12.1. Each User shall be granted the right to dispose of the Investment Shares from the moment they are shown in the Investment Account.
- 12.2. The procedure for disposal of the Investment Shares is determined exclusively as participation in Trading in the Trading section of the Website.
- 12.3. To assign the Investment share owned by him, the User shall place a respective Order in the Trading section. Upon the examination of the Order, the Agent shall publish a respective Investment Share assignment offer with a reference to the Assignment Agreement, of which the public offer shall be prepared based on the information in the Order and placed in the Investment Share assignment offer (as a public Investment Share assignment offer).
- 12.4. To acquire an Investment Share under the Assignment Agreement, the User shall follow the active reference link of the respective offer and commissions the Agent to execute the Assignment Agreement by

preparing an Order. The Agent shall debit the Assign User Account with the amount corresponding to the terms of the Assignment Agreement and enters this amount to the Assignor's User Account.

12.5. Upon the execution of the Assignment Agreement respective modifications shall be entered into the History sections of the Member Ledgers of the Users participating in this transaction.

12.6. For the redemption of an Investment Share based on the Borrower's offer (compensation agreement), the User shall follow the active reference link of the respective offer and commissions the Agent to execute the compensation agreement by preparing an Order. The Agent shall credit the User's account with the amount received from the Borrower consistent with the terms of the compensation agreement.

13. Dividends

13.1. Accounting of accrued dividends shall be performed by the Service Provider through the use of a specialized service of the Website. The accrued Dividends are shown in the Dividends section of the Member Ledger and accounted for on the Account in dollar terms.

13.2. The User may send the Agent the Order for withdrawal of funds on account of the accrued Dividends via the Agent (crediting the Agent's settlement account with the funds from the Service Provider/Borrower) as funds withdrawal from the Account.

14. Partner Service

14.1. Under the Teaming Agreement executed, the User may use the services in the Partnership section of the Website.

14.2. Under this Agreement the Service Provider keeps record of the user registration upon coming to the Website following a Partner Reference Link based on the own Website User database.

14.3. By giving the Partner Reference Link to a potential user of the Website or placing it in any internet resource, images, inscriptions, statuses, etc., the User attracts new users to the Website and thus is a Referrer for them.

14.4. The Service Provide automatically keeps record of the Referrers of five levels, of which the first level Referrer is the person whose Partner Reference Link the User followed to come to the Website and perform the Registration, the second level Referrer is the person whose Partner Reference Link the first level Referrer followed to come to the Website, and so on.

14.5. All terms of participation in the Referrer payment program shall be determined in the Teaming Agreement between the User (Agent) and the Referrer.

14.6. User action law compliance requirements:

(a) By executing the Teaming Agreement and using the services of the Partnership section, the User confirms that he/she will not use the spam methods in the course of attracting new users. In the event that a complaint to such action of the User is confirmed, his/her Member Ledger may be blacked till the end of investigation.

(b) The Service Provider shall not be responsible for any action performed by the User to banners, symbols, reference links and other design and intellectual property elements of any third party websites.

(c) The User confirms and warrants that under no circumstances he/she will hold himself/herself out or perform actions which may be interpreted as representing the User as an employee, manager, officer of contractor of the Service provider.

(d) The Teaming Agreement execution shall under no circumstances imply that there are any employer/employee, partner or agent relations between the User and the Service Provide, nor agreements of which the subject is attraction of new users to the Website and/or payment of remuneration to them.

(e) The User also confirms his/her consent not to use the item covered by Service Provider's exclusive rights to attract Partners.

15. Notices

15.1. The Service Provider may send informative electronic messages (hereafter the notifications) to the User's e-mail address specified in the Profile or post them immediately in the Member Ledger.

15.2. The Service Provider may use the notifications to inform the User of the capabilities of the Member Ledger and/or the Website and/or of modifications in the information resources and Services, news of the SIMEX Crowdfunding Platform and amendments to the Contract.

16. Personal Data

16.1. In operating the Personal Data the Service Provider shall be guided by the SIMEX Inc Personal Data Processing and Protection Policy used by the Service Provider.

16.2. The Service Provider may perform automated processing of the Personal Data provided for the purposes of execution of the Agreement or the Contract and their consequential performance.

- 16.3. In cases permitted by the functional capabilities of the Member Ledger the User shall independently determine the availability of his/her Personal Data to other Users.
- 16.4. The User may modify his/her Personal Data keeping it up-to-date and authentic.
- 16.5. The User may minimize the Personal Data (except for the mandatory for presentation). The User agrees that minimizing the Personal Data presentation can result in unavailability of certain Services (features) of the Member Ledger.

17. Force Majeure

17.1. The Service Provider shall not be liable for any writing off of any amounts from the Account or any violations in the system of accounting for the Service Provider's obligations to the User due to a fault of the Member Ledger and/or the hardware and software package of the Website, in the event of unauthorized access, stealth, force majeure, any specific, accidental or indirect losses which may arise due to the action or inaction of any third parties which may be or not be the Service Provider's partner.

Contractor: SIMEX INC.
2770 S.MARYLAND PKWY, ST 300, Las Vegas, NV 89109

BANK NAME: Wells Fargo Bank

BANK ADDRESS: 1300 4th Street, Santa Monica, CA 90401

ACCOUNT NUMBER: 9319930252

ACCOUNT NAME: SIMEX INC

SWIFT: WFBIUS6S

WIRE ROUTING FOR DOMESTIC WIRES: 122000247