TERMS AND CONDITIONS

~TERMS AND CONDITIONS OF SERVICE PROVISION, PRIVACY POLICY AND COOKIES POLICY~

§ 1. PREAMBLE

1.1. Purpose
Selfmaker Smart Solutions is an internet website whose purpose is to enable Users to invest in purchased Tokens as well as participation in the Affiliate Program under terms and conditions specified herein and information shared on the website, the Marketing Plan and Whitepaper. Token management is enabled by the Application, which is directly connected to the User's account on the Platform.

TOKENS ARE SOLD BY SELFMAKER SMART SOLUTIONS BASED IN THE UNITED ARAB EMIRATES

1.2. Selfmaker
The Administrator and Service Provider of the Website and the Application is: Selfmaker Smart Solutions, Office 1204, Tiffany Tower, Al Thanyah Fifth, Plot No. 888, Dubai P.O Box 487301 United Arab Emirates , entered to the register under No. ICC20200037, therefore the User acknowledges that all representations shall be directed solely to this entity. Contact with the Service Provider is available at: office@selfmakersmartsolutions.com. For the purposes hereof the Website and the Application Administrator and Service Provider shall be referred to as Selfmaker.

§ 2. GENERAL PROVISIONS

2.1. Scope of the Services
The User may register via the Website and gain access to the User Account at the same time, which enables the User to purchase Tokens. Through the Application, the User may manage the purchased Tokens.

2.2. Definitions
Password - a unique string of characters created by the User, granting access to the User Account;
User Account - collections of assets and competences assigned to the User within the Website, includes data necessary for authorization and using the Services;
Login - a name of the User used for identification, together with the Password, necessary for authorization during accessing the Website;
Marketing Plan - a document specifying the terms and conditions of participating in the Affiliate Program. The Marketing Plan, including all provisions therein, is an integral part of this Agreement;
Platform - an online platform where under the domain http:// https://www.selfmakersmartsolutions.com/;
Registration - an activity completed via the Platform based on opening the User Account and defining the Login, Password and other registration fields;
Information and Communication Technologies (ICT) System - a system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device;
User - a natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professional, or has appropriate competences on the basis of national law to participate in the Website, if applicable in the place of temporary or permanent residence;
Application - a form of software operating on mobile devices, enabling management of the User's account and Tokens purchased by this User. The application is available for download in Google Play and App Store.

2.3. Investment
Selfmaker Smart Solutions activity does not refer to investments as investment funds. The word "investments" in the scope of business activity of the Service Provider shall be defined solely as the purchase of Tokens. The activity of the Service Provider shall not be perceived as investment advising or recommending of the Service Provider.

§ 3. REGISTRATION AND AGREEMENT

3.1. User
The agreement shall be concluded by natural persons, legal persons and other organizational units to whom the law assigns legal capacity. The age of majority is determined by the law of the country in which the User lives, and the minimal age is 18 years old. The registration and usage of the Application is free of charge.

3.2. Agreement
Upon the Registration on the Platform, the User concludes the Agreement on provision of services by electronic means and confirms acknowledging hereof, and in particular:
1) the scope of the provided Services;
2) the Marketing Plan;
3) Whitepaper;
4) lack of necessity of inviting new members to the Website;
5) presence of risk specified herein.

3.3. Registration fields
The Registration is completed online only and requires providing information included in the registration form.

3.4. Registration Process
The User after filling in all Registration fields confirms acknowledging the Terms and Conditions and other information by checking the check-boxes. Next, the User receives an email with the information on the completed activity.

3.5. Completed Registration
Having completed the Registration, the User is granted the access to the account, via which he/she may add additional personal information necessary, specially to verify the User.

3.6. Creating an account
By creating a User account on the Platform, an account is automatically created both on the Platform and in the Application. The process of creating an account looks analogous to the process of creating a User account directly in the Application. Logging in to the Platform or to the Application is possible using the same data as those, that the User provided during the initial registration process.

3.7. The Application
Each User of the Platform shall be provided with a dedicated Application through which it shall be possible to manage the User account and Tokens purchased on the Platform.

3.8. Account Verification
Within the activity of the User on the Website in the Application, the Service Provider verifies the User with respect to the international provisions on, out of many, anti-money laundering and counterterrorism financing. The levels of verification and the documents needed for this are defined on the platform. The basic document for verification is a scan of the identity document. According to legal requirements, the Service Provider verifies the Users regularly, on the basis of internal security procedures. Additional verification may involve the need to send scans of documents other than the ones in the basic verification, in particular confirming the source of means or a photo of the User at the location specified by the Service Provider, which is located near the address indicated in the provided documents or video contact with the User.

3.9. Duration of the Agreement

The Agreement is concluded for unspecified period of time. The User is allowed to terminate the Agreement by sending an e-mail to the Service Provider's e-mail address. Service Provider is allowed to store data necessary to identify the User, his/her statements, in the event of claims or enquiries of competent authorities. The Agreement expires at the latest from the day of the User's death, but rights to the Account may be inherited as a result of inheritance proceedings. User's rights are granted by the Service Provider's confirmation only, on the basis of provided required documents for that purpose.

3.10. Agreement Termination

The Service Provider reserves the right to terminate the Agreement on grounds of an important reason with the immediate effect, especially, on grounds of the User's violation hereof, in particular:

1) Spreading information unfavorable for the business activities of the Service Provider by the User or inconsistent herewith, or the policy of the company, especially so called "hate";
2) The User has informed that inviting other members is sufficient to profit;
3) In presentations on the Service Provider, the User has not included the information on the presence of risk;
4) The User has misled potential users about the aims of the Service Providers' activities in other way;
5) The User has been sentenced (final judgement), or bankruptcy or agreement proceedings have started against the User.

§ 4. TOKENS PURCHASE AND SERVICES USE

4.1. Tokens

As a part of payments within the Website, the User purchases Tokens which grant the right to participate in profits as Tokenda. Tokenda is paid to Users according to the number of Tokens they have, basen on profits made by Selfmaker.

4.2. Collection and disposal of Tokens

Management of Tokens, including the rules of their reception and disposal, is possible through the Application. Both during the process of collecting the Tokens purchased by the User and during the sale of the Tokens, Selfmaker may carry out an additional procedure to verify the Account along with the KYC procedure. In case of transfer of Tokens outside of the Application (sale of Tokens), it is the User who is solely responsible for the correctness of the transactions. Selfmaker does not have the ability to review in terms of the possibility of recovering Tokens that have been sold by the User in the wrong way. The execution of Token sales transactions is possible through the Application.

4.3. Profit Payment

User's profits from Tokens are paid to the User once a year, according to provisions of Whitepaper.

4.4. Service Intended Use

Each User undertakes to use the Platform and the Application in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own personal passwords, logins and private keys from third parties' access.

4.5. User Account Access

Any results of unauthorized acquisition of the Password to the User Account by the third parties are not the liability of the Service Provider. In particular, it applies if the User Account is opened by other person/User, which is unacceptable by the Service Provider. Opening the User Account on the Platform for the other person constitutes a particularly flagrant violation hereof due to the will of the Service Provider to honestly inform each person about the terms and conditions of joining the Website.

4.6. Rights to the User Account and Multi-Account Ban

The User shall not share the User Account with others, transferring the rights to the User Account and any other form of sharing a part of or all of the User Account. The User is allowed to have only one User Account on the Platform (multi-account ban).

4.7. Using Trademark of the Service Provider
The User has the right to use the trademark of the company (name), the logo (trademark) and advertising materials for the purposes of participating in the Affiliate Program according to the rules (Media Kit) available on the platform.

4.8. Withdrawal from the Agreement
If the User is a Consumer, the Service Provider informs that the User loses the statutory right to withdraw from the Agreement due to:
1) Providing digital content;
2) The necessity to settle the purchase within the Affiliate Program to other Users, under the Marketing Plan.
3) Making payments in virtual currencies which are linked to a financial market over which the Service Provider has no control, resulting in their price volatility.

4.9. The risk involvement
The User accepts that by purchasing Tokens he/she may not obtain anticipated profit as a part of the payments because the profit depends on the success of the Projects and the funds held in this connection to be paid to the Tokenaires.

§ 5. AFFILIATE PROGRAM

5.1. Additional Feature
The main purpose of the Website and the Application is to enable Users to purchase Tokens, and the Affiliate Program is an additional feature that allows Users to obtain commissions as described in the Marketing Plan and herein.

THE TERMS, CONDITIONS AND AMOUNT OF THE COMMISSION ARE DESCRIBED IN DETAIL IN THE MARKETING PLAN

5.2. Distribution Structure
The User is allowed to acquire other people within own structure to distribute Tokens provided by the Service Provider. The User receives commissions on sold Tokens to acquired Users.

5.3. Acquiring New Users
The Service Provider represents, and the User acknowledges and agrees that acquiring new Users within the Affiliate Program is not necessary within the Platform. Any possible information on ways to profit taking into account the benefits of acquiring new people shall not be interpret as a requirement to operate within the Platform and the Application.

5.4. Rotator
In the event that a person registers directly via the Platform, without any reference code, the system (rotator) operating within the Platform shall randomly assign a new User to one of the structures of the Users (first free place rule). Once assigned, the assignment shall not be changed manually.

USERS MAY BE ASSIGN TO YOUR STRUCTURE AUTOMATICALLY DURING REGISTRATION DIRECTLY FROM THE WEBSITE

5.5. Honesty Clause
The User acting within the Affiliate Program within the Platform acknowledges and is obliged to:
1) Inform about Tokens provided on the Platform and the ongoing Projects in an honest way, including especially the characteristic of the virtual currency market;
2) Inform about the way Tokens are managed through the Application;
3) Simultaneous creation of the User account both on the Platform and in the Application;
4) Inform about the lack of profit guarantee and the presence of risk;
5) Inform about the lack of necessity to invite new Users;
6) Follow principles of honesty and proper treatment in relationships with others;
7) Not to apply misleading, dishonest, unfair practices and trading,
8) Inform the Users of their sole responsibility for the loss of their access data, including private keys, enabling Tokens management.

5.6. Competition Principle

The Users are allowed to compete by acquiring Users participating in the Affiliate Program and Users who may or will register. At the same time, the right to change the User by whom another User has been invited, i.e. to open a new User Account, is reserved and the current User Account shall be removed. To do it, the User shall first submit a request (notice) to the Service Provider to remove the User Account. If this provision is violated, the Service Provider may apply restrictive measures. It is stipulated that structures built as a part of the removed User Account shall not be then reassign by the Service Provider to the new User Account. The Service Provider does not interfere with the structure in any way. Any movements within the structures may be made as an individual decision of the User solely.

5.7. Other Projects

The User has the right to participate in affiliate programs offered by other service providers.

5.8. Rewards

The User is entitled to rewards for their activity. Detailed rewards rules, including their types, are specified in the Marketing Plan, available from the User Account level. To receive a reward account verification is required. The User is entitled to resign from a reward and receive 85% of the net reward value, which shall be added to the User's Wallet settlement within the Website. Rewards are paid out within 6 months of becoming eligible for a given reward, which period may be extended by an additional three months. If User earns two qualifications for the reward, he may received a payment only from one, and from the next, according to the payment deadline. The time period starting after the full quarter of the period in which the first reward was paid.

5.9. Designation of rewards

The rewards may be collected only at the place designated by the Service Provider or at an official event organized by him. In case of receiving the reward as a car, the User agrees that it will be a lease. This reward is available only in European countries and in the United Arab Emirates. The Service Provider may decide not to issue the reward as a car if the leasing conditions are unsatisfactory. In case of issuing the prize as a lease, the User agrees to the required safeguards, including in particular a declaration of submission to enforcement. The terms and conditions of the award are only guidelines for the Service Provider. The User has no claim for payment of the reward, and the decision in this respect depends solely on the discretion of the Service Provider.

§ 6. PAYMENTS

6.1. Unit of Account and payments

The unit of account within the Platform and the Application is United States Dollar. Withdrawals are made in virtual currencies. The Service Provider may demand additional verification before withdrawal.

6.2. Fee and Transaction Time

Commissioned for each payment is a fee equal to 1% of the amount paid. The payout time is 24 to 72 business hours.

6.3. Minimum Withdrawal Amount

Minimum amount of the withdrawal is USD 100.00. All payments below this amount shall be stored on the User Account and withdrawn after the specified amount has been reached, according to the instruction received.

§ 7. RESTRICTIVE MEASURES AND COMPLAINTS

7.1. Restrictive Measures

Any violation of provisions hereof may result in, appropriately to the scale of damage:
1) A warning;
2) A temporary suspension of receiving commission within the Affiliate Program;
3) A temporary suspension of the User Account, i.e. prevent accessing the User Account;
4) The User Account removal, i.e. termination of the Agreement;

5) The User Account removal and redeeming collected means, i.e. termination of the Agreement and imposing the contractual penalty in case of serious detriment to the Service Provider.

In case of a 3-fold attempt to change the key (attempts to edit the transaction hash), the account is blocked to the time needed for explanations.

7.2. Report Form and Its Content
The User and third parties may report infringement, complaints and appeals against decisions to the Service Provider's e-mail address or via Support. The report shall include:

1) indication of a reporting person or entity;
2) indication if a person is the User of the Platform, if yes, providing own login;
3) detailed description of a report.

7.3. Response
The Service Provider shall provide information on examining the online report within 30 (say: thirty) working days from the date of receiving it. The response to the report shall be sent to the reporting person address provided in the report. The Service Provider reserves the right to extend the above term by a maximum of 30 (say: thirty) working days if the identification of the report requires special information or encounters obstacles independent of the Service Provider, in particular such as equipment or network failures. Furthermore, the Service Provider reserves that the examination of the report may require additional explanations from the reporter - the duration of each response shall be extended accordingly. In the event of a completely unjustified report or two, or more unjustified notifications, the reporting person may be subject to a USD 25.00 fine.

7.4. Response Form
Submitting the report electronically is understood as a consent to receive a response from the Service Provider also in the electronic form.

§ 8. PRIVACY POLICY

8.1. Data Processing
Upon the Registration of the User Account within the Platform and the Application the User agrees to store personal data in the Service Provider's base and to process them for the purposes of the Services. The User is liable for providing false personal data. The Service Provider is the Controller of the personal data provided by the User. By accepting this Privacy Policy, the User agrees to terms and conditions of collecting, processing and securing personal data regarding the use of the Platform and the Application.

8.2. Respect for Privacy
The Service Provider makes every effort to ensure that personal data are processed with the greatest respect for the privacy of the data provider and with the utmost care for the security of the processed personal data, and in particular ensures to take all legal measures to safeguard the personal data collections.

8.3. Applied Measures
The Service Provider represents to apply technical and organizational measures to ensure protection of processed personal data appropriate for the risks and a category of protected data, and in particular to protect data against unauthorized sharing, processing as a violation of law and against their loss, damage or destruction.

8.4. Processing Scope and Purpose
The Service Provider processes personal data of the User with the purpose of:

1) establishing, changing, executing or terminating the agreed relationship between the Service Provider and the User;
2) fulfilling legal duties of the Controller;
3) marketing and advertising the Service, as well as sending commercial information;
4) using ICT end devices and automatic trigger systems with the marketing purpose;

8.5. Data Profiling

Processing personal data includes profiling the Users according to their behavior, interests, payment credibility and purchase preferences. Based on profiling, a specific content is conveyed to the Users, which potentially may interest them.

8.6. Data Sharing

To execute the Agreement, the Controller may share collected personal data with the entities including: employees, associates, delivery service, online payment system operators, entities providing operating, legal, accounting and IT services to the Service Provider, as well as entities personally or financially associated with the Service Provider. In such cases the volume of transferred information is limited to necessary minimum.

8.7. Platform Traffic Analyses

The Service Provider represents that it is allowed to use tools designed to analyze traffic within the Platform such as Google Analytics and other similar. The Service Provider is allowed, in particular, to collect information about the User's activity and behavior, such as visiting the Platform and using the Service. The Service Provider uses data with the purpose of market and traffic research within the Platform, statistics, in particular for the evaluation of interest in the posted content, including the Services, as well as to improve the Platform and fulfil duties on anti-money laundering and counter-terrorism financing. If the User uses the Services via mobile device, the Service Provider is allowed to obtain, in particular, identification date of a mobile device, Internet service provider, and subscriber. The collected data shall be processed in an anonymous manner and used only for statistical purposes or to ensure proper use of the Platform.

8.8. Service Use Termination

Upon termination of the Agreement by the User, the Service Provider shall not process personal data of the User except for:
1) statements;
2) advertising, market research and the behavior, and preferences of the User for the purpose of improving the quality of the provided Services;
3) explanation of circumstances contrary hereto or the right to use the Platform or the Services provided within the Platform;
4) authorized for processing under the Agreement or separate provisions of law.

8.9. User Rights

The Service Provider ensures that the applied rules of processing personal data comply with Users' rights under the applicable law, in particular rights to access, correct, update, remove, limit processing, transfer own data, to object, to withdraw the consent, to complain to the supervisory authority. Notices regarding the Privacy Policy and personal data are examined according to the complaint procedure specified herein.

8.10. Scope of Data

The Service Provider processes and may process personal data of the User, appropriately to the registration form and data possibly provided within the User Account, in particular including identification and contact data. The scope of data is specified herein in the part of the Registration and the Agreement.

8.11. Website Browsing

Browsing the content of the Website does not require the User to provide personal data, unless access is conditioned upon the Registration. Lack of Registration of the User account results in limitations in using the Services, including in particular preventing from testing the availability of the Services from the User Account level. The Registration is free and does not impose any obligation to purchase within the Platform.

8.12. Data Processing Rules

The Service Provider shall comply with the following rules for the processing of personal data:
1) recording collected personal data only on such storage media that are protected against third party access;
2) reporting collections of personal data or appointing persons who shall perform the required duties as such;
3) performing personal data security surveillance throughout the whole term during which they are possessed to ensure in particular protection against unauthorized access, damage, destruction or loss;

4) sharing personal data to competent authorities on the basis of applicable law; 5) preserving the confidentiality of personal data.

The personal data processed by the Service Provider are not shared in a form that allows user identification of any kind, unless the User has given a consent or if the obligation to disclose such information is based on applicable law.

§ 9. COOKIES POLICY

9.1. Cookies Types
The Service Provider may use the following types of cookies on the Website and Platform and the Application:
1) temporary, which are removed after leaving the Website or Platform or after turning a web browser off;
2) permanent that are stored on the User's end device for unspecified period of time, or until the User manually deletes them;
3) statistical, which allow to analyze the traffic within the Website and the Platform and the Application; functional, which allow to personalize the Website and the Platform to the User
4) advertising, which allow to provide the User with contents adjusted to his/her personal preferences;
5) obligatory and safety, which regard safety keeping rules within the Platform and the Application and authentication rules.

9.2. Purposes of Using
The Service Provider uses cookies for the following purposes:
1) to optimize and increase efficiency and quality of the Services;
2) to correctly configure features available within the Platform and the Application.
3) to personalize displayed contents and adjust advertisements to visitors of the Website and the Platform and the Application.
4) after logging in, to maintain the User's sessions on the Platform and the Application so the User does not have to re-enter the login and password on each subpage;
5) to keep safety and reliability of the Platform and the Application;
6) to collect and use general and publicly available statical data through analytical tools.

9.3. Analysis
To ensure the highest quality, cookies are analyzed to determine which subpages are visited the most, which browsers are used by visitors and whether the Website and Platform structure is free of errors.

9.4. Cooperation with Entities
Cookies stored on the User's end device may be used by other entities that affect the quality of the provided Services. The User may change own cookie settings at any time by specifying the conditions of storing and granting access to cookies on the User's device. The User is allowed to change the settings referred hereinabove by using the settings of the web browser or by configuring the Services. These settings may be changed in a way to block automatic cookies activity in a web browser or to inform the User of placing a cookie on the User's device.

9.5. User Rights
The User is allowed to remove cookies at any time by using the settings available in the used web browser. Restricting or blocking cookies via the used web browser shall not make it impossible for the Users to participate in the Platform, however, this may cause difficulties or irregularities in the Platform operation for which the Service Provider is not liable. It is recommended to use software that enables cookies operation.

§ 10. ADDITIONAL INFORMATION OF THE SERVICES

10.1. System Operation
The Service Provider ensures the operation of the ICT system which is used in such a way that every User may terminate the use of the Services at any time.

10.2. Cryptographic Techniques
The Service Provider shall ensure the operation of the ICT system, which is used, in such a way as to prevent unauthorized access to the content of transmission of electronic services, in particular using cryptographic techniques.

10.3. Competent Entity
The Service Provider shall provide unambiguous identification of the parties of electronic services and due diligence to ensure the User of the competent entity who provides a product, or the Service provided within the Website and the Application.

10.4. Technical Risk
The Service Provider reserves that the use of electronic services may entail a technical risk, classic for the use of ICT systems. The User should protect own electronic connections and devices against unauthorized access, including in particular, installing anti-virus software.

10.5. Software Function and Purpose
Updated information about the function and purpose of the software or data that are not part of the content of the electronic service entered into the ICT system used by the User (cookies) is contained in the Privacy Policy of the Website and the Application.

10.6. System Requirements
In order to use the Service provided by electronic means within the Website and the Application the User shall meet the following technical requirements necessary for cooperation with the ICT system of the Service Provider: using a device enabling the use of the Internet, connection to the Internet, using a browser enabling the display of websites, e.g. Internet Explorer versions 5.5 and higher, or Opera versions 7 and higher, or Firefox versions 1 and higher, or Google Chrome 5.0 and higher, or Safari 5 or higher with cookies setting enabled, SSL and JavaScript enabled encryption, and an active e-mail account, i.e. e-mail address.

10.7. Problem Diagnosis
The Service Provider reserves the right to intervene in the technical structure of the User Account to diagnose irregularities in the operation of the Services and is allowed to change or affect the technical side of the User Account in any manner to modify or restore the correct operation of the User Account or the Website or the Application.

§ 11. FINAL PROVISIONS

11.1. Amendments
The Service Provider has the right to amend the Terms and Conditions without justification.
The Service Provider shall notify the User of amendments hereof in a visible place on the Website either by sending an e-mail to the Users or directly by the message available on the User Account i.e. in the User Panel. If the User does not agree hereto, the User is allowed to remove the User Account.

11.2. Complementing and Information
No legal basis or incomplete of any of the provisions contained herein does not mean that the entire Terms and Conditions is legally void. These provisions shall be amended to the ones that best reflect their meaning and purpose.

FIRST MAKE A COMPLAINT AND TRY TO SOLVE A PROBLEM WITH THE SUPPORT

11.3. Taxation

The User is obliged to determine how, and under which law the revenues received within the Website shall be taxed and to pay tax to the competent tax authorities. The Service Provider is not liable for determining whether and how profits are taxed.

11.4. Disputes (Clause of Jurisdiction and Court Choice)

The provisions hereof and all disputes between the Service Provider and the User are subject to law according to the decision of the Service Provider or law applicable in the country of the Service Provider's registered office, unless it is unacceptable under local law due to the fact that the User has the status of a consumer. Before the legal action, the User shall contact the Service Provider to obtain the information on the applicable law and competent court for the dispute to be resolved. The Service Provider shall provide information within 30 (say: thirty) working days from the date of receiving the information.

11.5. Transformations and Transfer of Rights

The User agrees to transformations, legal changes and transfer of rights from the Service
Provider to another entity. In particular, the User agrees that the registered office of the Service Provider may be transferred to another country, including through creating a completely new Company. Transfers of rights by the User are prohibited, unless the User gives his consent in writing or by e-mail.

11.6. Suspending and Terminating the Service Provision

The Service Provider reserves the right to temporarily or permanently terminate or limit the provision of the Services, without prior notice to the Users. In particular, the Service Provider is entitled to conduct maintenance work to restore security and stability of the ICT system. The User has no claims resulting from the suspension or termination of the Services provision by the Service Provider.