

TERMS AND CONDITIONS OF THE ONLINE SERVICE



www.mradvice.eu

RISK WARNING

All information available on the Website, as well as that available on other websites linked to the above, does not constitute a recommendation - either in whole or in part, nor does it constitute investment advice or counsel of an investment nature.

Any Content contained on the Website, regardless of its form, i.e. information in the form of video, graphics or text information, constitutes solely the private opinion of the Service Provider of the Platform, as well as of the entities cooperating and affiliated with the Service Provider.

The Service Provider draws particular attention to the fact that making investments in the cryptocurrency market or the stock market, involves many risks, in particular in terms of high volatility and fluctuations in these markets, which may cause the loss of the entire invested capital. With regard to any material or Content made available through the Service, you should only invest the amount of funds that you can afford to lose. By accepting these Terms and Conditions, the Customer declares that he/she has familiarised himself/herself with the mechanisms of blockchain technology and stock markets and is aware of the investment risks mentioned above.

§ 1. DEFINITIONS

- 1. SERVICE PROVIDER / SELLER** - GSPARK Education & Training Computer Software (licence number: 989966) with registered office at 1302 Marina Plaza, Al Marsa, P.O. Box 283 691 Dubai, United Arab Emirates;
- 2. PLATFORM / WEBSITE** - the website located at www.mradvice.eu where the Customer, may purchase Products and use the Services available on the Website and made available by the Seller;
- 3. TERMS AND CONDITIONS** - this document setting out the rules of concluding Sales Agreements and Digital Content Delivery Agreements and the rules of providing and using services made available by the Seller through the Website to the Customers. The Terms and Conditions also define the rights and obligations of the Customer and the Seller. 4;
- 4. CUSTOMER** - a natural person with full legal capacity, a legal person or an organizational unit with appropriate rights regulated by national laws, if such are necessary in the country of residence;

5. **CONSUMER** - a natural person making a legal transaction with an entrepreneur not directly related to his/her business or professional activity;
6. **LOGIN** - the Customer's own name or e-mail address used to identify the Customer together with the Password necessary for authentication when accessing the Website;
7. **PASSWORD** - a unique sequence of characters created by the Customer, providing him/her with access to the Account;
8. **CUSTOMER ACCOUNT** - a set of resources and entitlements assigned to the Customer within the Website, containing the information necessary for his/her authorisation and enabling the use of additional functionalities and Services, including making purchases through the Website. The Customer logs into his/her Account after registering on the Website. The Account makes it possible to save and store information about the Customer's data, access digital content and other Services made available by the Seller through the Website;
9. **SHOPPING CART** - the service made available to each Customer who uses the Platform, which consists of enabling the Customer to easily place an Order for one or more Products, to display a summary of the Price of the individual Products and all the Products together;
10. **PRICE** - the amount of gross remuneration (including tax) specified in PLN (Polish zloty) due to the Seller for the transfer of ownership of a Product to the Customer pursuant to the Sales Agreement or for the provision of digital content, pursuant to the Digital Content Provision Agreement;
11. **APPLICATION** - access to a specific thematic group created or managed by the Service Provider. It functions on the basis of separate rules and regulations, which the Customer is obliged to accept, within the framework of services operated by, inter alia, Telegram (<https://telegram.org/>) or Discord (<https://discord.com/>) or any other equivalent, allowing the Application to function as an Electronic Product;
12. **SUBSCRIPTION** - a form of payment made available at the request of the Customer as a cyclical monthly fee expressed in the form of a Price, borne by the Customer towards the conclusion of the Digital Content Delivery Agreement, which is automatically extended until the Customer resigns. The Customer hereby authorises the Seller to charge the fee for the next billing period in accordance with § 5 of these Terms and Conditions;
13. **CONTENT / CONTENTS** - textual, graphic or multimedia elements (e.g. information about Products, photos, videos, descriptions) and images of natural persons that are posted and distributed within the Platform;
14. **SERVICE(S)** - service(s) provided electronically by the Service Provider via the Website to the Customer, including in particular such services as: Customer Account, electronic forms available on the Website or Newsletter;
15. **PRODUCT** - digital content available on the Website, which is the subject of a Digital Content Delivery Agreement for the payment of a Price;
16. **DIGITAL CONTENT DELIVERY AGREEMENT** - an agreement the subject of which is the delivery of digital content to the Customer, which means data produced and delivered in digital form, e.g. an online course, video materials, e-book, audiobook or Application;

- 17. ORDER** - a declaration of will of the Customer expressing a direct will to conclude a Sales Agreement or a Digital Content Delivery Agreement submitted by means of distance communication, specifying the Product with respect to which the Customer submits an offer to conclude an Agreement and the Customer's data necessary for its possible conclusion and execution. By accepting the order, the Customer simultaneously consents to the conclusion of the Agreement;
- 18. NEWSLETTER** - electronic service provided via the Website, which enables all Customers using it to receive cyclical information from the Seller, in particular about Products, the Website, to the e-mail address provided by the Customer, with the Customer's express consent; **19. PERSONAL DATA ADMINISTRATOR** - the entity that decides on the means and purposes of personal data processing;

§ 2. GENERAL PROVISIONS

1. These Terms and Conditions set out the rights and obligations of the Customers as well as the rights and obligations of the Service Provider, as an entity which is also the Seller of the Products available through the Website.
2. Acceptance of these Terms and Conditions is voluntary, but necessary for the creation of a Customer Account and above all for placing an Order by the Customer. The use of the Website also includes any action which leads to the Content on the Website.
3. The Customer acknowledges that he or she has read and understood these Terms and Conditions in their entirety and that he or she has no objections or additions.
4. Through the Website, the Seller provides the Customer with an opportunity to conclude an Agreement for the provision of digital content, including online courses and other electronic products described in the individual subpages of the Website.
5. The information made available through the Website constitutes only an invitation to conclude an Agreement.
6. The Customer is entitled and obliged to use the Website in accordance with its purpose. The introduction of unlawful content is prohibited.
7. These Terms and Conditions are made available on the Website by the Service Provider free of charge in electronic form in such a way that each Customer can read their content, and also have the possibility to record it - including by printing it.
8. The Service Provider undertakes to process the Customers' personal data in accordance with the provisions specified in detail in the privacy policy made available electronically through the Website available at

§ 3. TECHNICAL REQUIREMENTS AND CONDITIONS OF USING THE WEBSITE

1. In order to use the Website, the Customer must have an Internet-enabled device, a network connection, a browser capable of displaying web pages (e.g. Internet Explorer, Google

Chrome, Safari) with cookies enabled, support for encrypted SSL connections and JavaScript, an active email account (E-mail) for the use of individual Services and, in special cases, a program that reads files in PDF format.

2. In principle, browsing through the Products offered on the Website does not require the registration of a Customer Account. Registration of a Customer Account is required in order to use the individual Services which are listed on the Website and each time an Order is placed. 3. The creation of a Customer Account is effected free of charge through the correct completion of all fields in the electronic form by the Customer. When filling in the forms, the Customer has the opportunity to read the provisions of the Terms and Conditions and other documents and is obliged to accept their content.

4. After completing the form referred to in paragraph (3), a message indicating how to confirm the registered Account shall be sent to the e-mail address provided by the Customer. The moment the registration is confirmed, the Agreement for electronic provision of services between the Service Provider and the Seller is concluded, according to the rules specified in these Terms and Conditions.

5. The Customer using the Website is obliged to provide true, current and complete data in accordance with the information indicated in the electronic form available at the time of registration of the Customer's Account.

6. The Customer is obliged to use the Service in accordance with the provisions of these Terms and Conditions and in accordance with the principles of social coexistence, by, in particular: (a) not undertaking activities such as: sending or posting unsolicited commercial information

(spam) on the Service;

b) timely payment of the Price and other costs agreed between the Customer and the Seller in the full amount indicated on a particular sub-page of the Website, in view of entering the Order process. To this end, at the same time, the Customer hereby authorises the Seller to charge the full amount of the purchased Product on the Customer's behalf;

c) not to provide or place on the Website any Content that is prohibited by generally applicable laws or the provisions of these Terms and Conditions;

d) to use any Content posted on the Website only for his/her own personal use;

7. The Seller declares that it makes every effort to ensure that the Customers have permanent access to the Website and the Services provided through it. However, the Seller does not guarantee that the use of the Website will be without errors or technical interruptions. The Seller reserves the right to suspend or restrict access to the Website at any time, without prior notice to the Customers.

8. The Seller reserves the right to change the technical requirements for the use of the Website at any time, and also reserves the right to suspend or restrict access to the Website at any time, without prior notice to Customers.

9. The Seller is not responsible for the content of other websites and portals to which the Customer may be redirected through links placed on the Website in the form of, for example, advertisements or other sponsored content.

10. the Service Provider reserves the right to intervene in the technical structure of the Customer's Account in order to diagnose irregularities in the functioning of a particular Service, and may also make changes and in any other way affect the technical side of the Customer's Account in order to modify it or restore the proper functioning of the Account or the Service itself.

§ 4. CUSTOMER ACCOUNT AND OTHER ELECTRONIC SERVICES

1. A Customer Account may be created by a natural person with full legal capacity, a legal person or an organisational unit with the appropriate rights regulated by national legislation, if such is necessary in the country of establishment.

2. The creation of a Customer Account takes place by providing the required information contained in the registration form on the Platform. Registration on the Platform takes place exclusively via the Internet (online). 3. The Customer is obliged in particular to:

- 1) provide factually correct and up-to-date data, including personal data;
- 2) update the data without delay, including personal data, in particular to the extent that it is necessary for proper execution;

4. After filling in the registration fields, the Customer confirms that he/she has familiarised himself/herself with the documentation available on the Website, these Terms and Conditions, the privacy policy and other documents indicated by the Service Provider in the Customer Account registration form. Subsequently, the Customer receives an e-mail message to the email address provided during registration, with information about the conclusion of the Digital Content Delivery Agreement.

5. The Customer Account in the form of Services is provided by the Service Provider free of charge for an indefinite period of time. The Customer has the possibility, at any time and without giving any reason, to delete the Account by sending an appropriate request to the Service Provider, in particular by e-mail or in writing to the Service Provider's address. The Customer may also delete his/her account himself/herself by using the relevant functionalities within the Customer Account.

6. Within the scope of the Services not indicated in the above paragraphs, the Service Provider via the Website also provides the following free electronic Services to the Customers:

- 1) placing of Orders and conclusion of Sales Agreements;
- 2) presentation of advertising and marketing content available on the Website; 3) use of electronic forms available on the Website; 4) Newsletter.

7. Any consequences resulting from third parties gaining access to the Customer's Account Password shall not give rise to liability on the part of the Service Provider.

8. The Customer is not allowed to share the Customer Account with other persons, to transfer the rights to the Customer Account, as well as any other form of making part or all of the Customer Account available to another third party. Customer may only have one Customer Account on the Service.

§ 5. ORDER TERMS / SUBSCRIPTION

1. The main features of the subject matter of the Customer's individual Order shall be set out on the page of the relevant Product or in another manner appropriate to the Product, within the Website.
2. A Digital Content Delivery Agreement may be concluded between the Customer and the Seller - in the case of courses and online videos and in the case of other electronic products.
3. The conclusion of the individual Agreement referred to in Paragraph 2 shall take place after the Customer has placed an Order. For this purpose, the Customer is obliged to provide all data, including personal data, required during the transaction process in connection with the transfer of the Price by the Customer to purchase a particular Product.
4. The Seller enables the Customer to place an Order as follows:
 - 1) The Customer adds the selected Product or Products to the Shopping Cart, maintained within the Customer's Account, and then proceeds to the Order form summarising the value of all the Products selected by the Customer;
 - 2) The Customer is obliged to indicate the data necessary for the Seller to process the Order;
 - 3) In the course of placing the Order, the Customer has the possibility of self-correcting the selected Products;
 - 4) Subsequently, the Customer chooses the method of payment of the Price and any other total costs indicated in the Order form;
 - 5) Depending on the method of payment chosen, the Customer may be redirected to the pages of a third-party payment service provider to make payment.
5. As part of the transfer of the Price by the Customer to the Seller, in connection with the Order referred to in the above paragraphs, the Customer is given the option of payment by:
 - 1) Stripe (<https://www.stripe.com>),
 - 2) ApplePay (<https://www.apple.com/apple-pay/>)

or other payment operators cooperating with Us.

The User acknowledges that payment for the Services may also be made by cryptocurrencies. The relevant unit and value for the purchase of the Services is each time specified by the Website, third parties or websites of these third parties (e.g. specific payment operator), which enable the purchases via ICT network.

6. The Service Provider reserves the right to change, add, delete or modify the individual payment operator indicated in paragraph 5, and also reserves the right to accept the Price from the Customer directly, while omitting the operators indicated in paragraph 5.
7. The Agreement indicated in paragraph (2), is concluded upon confirmation of the offer(s), i.e. receipt by the Customer of an e-mail from the Seller to the e-mail address provided by the Customer confirming the placement of the Order.
8. In the event that the Seller is unable to accept all or some of the Orders, the Seller shall contact the Customer in order to inform the Customer of the situation.

9. In the situation referred to in paragraph (8), the Customer shall choose independently between the following solutions. The Customer's cancellation of the Order automatically releases the Seller from the obligation to carry out the Order:

1) may accept the execution of the Order by the Seller in the part specified by the Seller or; 2) may cancel the Order in its entirety.

10. The total value of the Order includes the Price of the Product or Products and other costs (e.g. transfer costs). The Customer is informed of the total Price and all other costs occurring in connection with the execution of the Order when placing the Order, including when the Customer expresses his/her will to conclude the Agreement referred to in paragraph 2.

11. The Seller shall, at the express request of the Customer, make available via the Website the possibility to make cyclical payments for access to certain Products or Services under the Subscription using the payment operators indicated in paragraph 5.

12. In order for the Subscription to be activated in favour of the Customer, the Customer must: 1) possess an active payment card enabling the authorisation of online transactions, together with the right to use this card;

2) select a recurring (monthly) payment method;

3) provide the data included on the payment card, including in particular, but not exclusively, name and surname, card number, expiry date and CVV/CVC code;

4) consent to the withdrawal of funds from the payment card indicated above;

5) correctly authorise the payment card, which will be confirmed by an appropriate message;

13. In the event that the Customer selects Subscription as a form of payment, the payment card added by the Customer to the payment system in accordance with clause 12 and will be automatically charged with the fee expressed in the form of the Price for the Product or Products in question, in accordance with the Agreement concluded.

14. The charging of further fees due will be done cyclically and automatically every 30 days, to which the Customer hereby agrees. In the event that there are insufficient funds on the payment card to make the payment:

1) the Seller shall inform the Customer of the unsuccessful attempt to collect payment by means of a message addressed to the Customer's e-mail address provided by the Customer during the Order or assigned to the Account on the Website;

2) on each day following the unsuccessful payment attempt, the attempt will be repeated until the intended effect is achieved or the service expires;

15. The Subscription may be cancelled by the Customer at any time, in particular by deleting the payment card from which payments were or were to be made or by selecting the appropriate option within the Customer Account maintained.

16. If the Subscription is cancelled as set out in this paragraph, the next recurring payment will not be charged in an automated manner, with the proviso that if the cancellation of the Subscription is made later than 7 days before the start of the next billing period, the payment for this period will be charged and the cancellation of the Subscription will take place at the end of this period.

17. The Customer using the Subscription shall ensure that there are sufficient funds on the payment card designated by the Customer on the due date, and shall verify that the card can be charged, including that there are no restrictions on such payments, in particular amount limits or expiry date of the card.

18. The Seller reserves the right to carry out promotional campaigns for individual Products, including, for example, a reduction in the price of a particular Product. In a situation where it is necessary, the Seller will make available to the Customer separate regulations specifying the rules for carrying out a particular promotional action. In such a situation, the provisions of the given regulations of the promotional action take precedence over the provisions of these Terms and Conditions.

§ 6. PRODUCT DELIVERY

1. In the case of Ordering digital content, the Seller does not impose any territorial restrictions.
2. The delivery of purchased Products in electronic form (courses, videos, e-book, audiobook, Application) is free of charge and takes place electronically through the direct assignment of individual videos or online courses to the Account of the Customer who has correctly placed the Order and transferred the Price towards the purchase of individual Products or through the transfer of specific access to the Product in electronic form in the form of an e-mail with instructions for downloading the relevant material or access to the group (Application). The aforementioned delivery shall take place immediately, no later than within 24 hours from the moment of a correct transfer of the Price to the Seller, subject to the possibility of extending this period by the Seller, in the case of causes beyond the Seller's control, such as technical interruptions, system failures or the occurrence of force majeure in the broadest sense, to a maximum of 7 days.
3. The Seller reserves the right to limit the availability of a particular Product in the form of video materials or online courses, indicating at the same time, in a prominent place on the Website or during the Ordering process, when a given content will be available (e.g. you will have access to the indicated day at the latest). In such a situation, the Product delivery date indicated in Section 3 shall be counted from the date on which the given Product becomes available.
4. The Seller reserves the right to temporarily restrict video materials or online courses, in accordance with the information contained in the description of the Product (e.g. monthly access, annual access). In such a situation, after the expiry of the indicated time period, the Customer will lose access to the purchased Product, unless he or she makes the appropriate payment prior to the expiry of the indicated time period, towards the transfer of the Price for the particular Product to the Seller.
5. If access to the video material or online course is granted for an indefinite period of time, the Seller may decide to exclude access to the particular material.
6. The Customer acknowledges and accepts that the Service Provider, during the term of the Digital Content Delivery Agreement, may change the access to a particular Service purchased by the Customer (e.g. access to a Subscription), in the form of changing this Service to

another Service currently available in the Service Provider's offer (e.g. if the Service Provider terminates its cooperation with a particular partner providing a particular Service). In that case, the Customer will have access to the Service in question until the termination and completion of the Service in question, after which time the Customer will be granted access to another Service currently available in the Service Provider's offer. In addition, the Service Provider reserves the right to transfer a given Service purchased by the Customer (e.g. Subscription) under a concluded Digital Content Delivery Agreement to another third party service, so that further access to this Service is possible for the Customer. In the situations referred to above, the Customer shall not acquire any claims against the Service Provider.

7. The Customer shall use the Service, including in particular the videos or online courses, in a manner consistent with the law, these Terms and Conditions and good morals, and in particular shall:

- 1) use the Platform in a manner that does not interfere with the use of the Platform by other third parties, particularly but not exclusively through the use of malicious software;
- 2) use the Platform in a manner which does not infringe any rights, goods or interests of third parties and which does not adversely affect the functioning of the Platform;
- 3) not to provide access data to his/her Customer Account to any third party;
- 4) not distribute the video materials or online courses or access the Application in whole or in part without the prior consent of the Seller, and not copy the video materials or online courses in any part;

8. Upon the first login to the Customer's Account by the Customer, the digital content constituting the content of the video materials or online courses shall be deemed delivered in full. In the event of an Order containing an e-book, audiobook, etc., delivery to the Customer shall be effected by means of an e-mail sent to the e-mail address provided by the Customer in the Order form, together with instructions on how to download or access the relevant Product.

§ 7. INTELLECTUAL PROPERTY RIGHTS

1. All rights to the Website, in particular property copyright, intellectual property rights, trademarks, domain name, electronic forms and documents posted on the Website, including text, graphics and photos posted by the Service Provider belong to the Service Provider, and may be used only in accordance with these Terms and Conditions.
2. It is prohibited to copy, modify, duplicate or distribute any part of the Website or its elements, including in particular videos, online courses and any other electronic content made available through the Website by the Service Provider, without the Service Provider's prior written consent, except as expressly indicated in these Terms and Conditions or as permitted by generally applicable laws and these Terms and Conditions.
3. The use of Website data for commercial purposes may take place only after prior notification to the Service Provider and at the same time after obtaining its written consent.
4. The rights to use, copy and distribute data available on the Website are subject to the laws commonly applicable at the Service Provider's registered office.

5. The use of materials posted on the Website in a manner inconsistent with the provisions of these Terms and Conditions and also in a manner inconsistent with the provisions of generally applicable laws shall constitute a violation of the Service Provider's rights.

§ 8. SANCTIONS AND COMPLAINTS

1. Violations of the provisions of these Regulations may, according to the scale of the violation, result in:

- 1) A warning;
- 2) Temporary suspension of the Customer's Account, i.e. preventing access to the Customer's Account;
- 3) Deletion of the Customer's Account, which is tantamount to termination of the Agreement, with the possibility of imposing a penalty, in the case of a particularly gross act to the detriment of the Service Provider.

2. The Parties agree that the deletion of the Customer Account under any legal or factual title shall not result in an obligation on the part of the Service Provider to refund to the Customer the price paid, if any, to the extent that the Service Provider has incurred, up to the time of deletion of the Customer Account, direct and indirect reasonable costs associated with the implementation of the provisions of these Terms and Conditions.

3. Customers and third parties may report violations, complaints and appeals of the Service Provider's decisions to the Service Provider's e-mail address. The notification must include:

- 1) identification of the Customer's details;
- 2) a precise description of the notification;

4. The Service Provider shall provide information on the consideration of the complaint by email immediately, but no later than within 14 days of receipt. The Service Provider stipulates that the consideration of the notification may require additional explanations from the notifier, and the time of response by the Service Provider shall each time extend the period of consideration of the complaint accordingly.

5. Submission by the applicant of a claim in electronic form is tantamount to consent to receiving a response from the Service Provider in electronic form.

§ 9. LIABILITY AND WITHDRAWAL FROM THE AGREEMENT

1. The Service Provider shall be liable for the due performance of the provisions of these Terms and Conditions on a general basis, and the obligations of the Service Provider provided for in these Terms and Conditions shall be treated as obligations of care and with the normal diligence provided for this type of relationship.

2. The Service Provider informs and the Customer accepts that the right of withdrawal in respect of Digital Content Delivery Agreement, with regard to any Electronic Products (e.g. videos, online courses, e-book, access to a specific thematic group within the Application), is excluded due to the delivery to the Customer of digital content that is not recorded on a

tangible medium, which at the same time is linked to a financial market over which the Seller does not exercise control, resulting in high price volatility on these markets, and in view of their immediate access. In view of the above, the Customer acknowledges that all payments made to the Seller, including the Subscription, are final and cannot be returned.

§ 10. PROCESSING OF PERSONAL DATA

1. The Administrator of the Personal Data shall be the Service Provider, in accordance with the information set out in the privacy policy made available through the Website and annexed to these Terms and Conditions.
2. The Personal Data Administrator shall endeavour to ensure that the processing of Customers' personal data occurs with the greatest respect for the privacy of Customers whose personal data is processed, but also with the utmost care for the security of processed personal data.
3. The Personal Data Administrator has exercised due diligence and taken all measures provided for by generally applicable laws, aimed at securing personal data.
4. The Personal Data Administrator uses technical and organisational measures aimed at ensuring the protection of the processed personal data at the highest possible level and preventing access by unauthorised persons.

§ 11. FINAL PROVISIONS

1. The Service Provider is entitled to amend these Terms and Conditions without stating a reason. If the Customer does not agree with the change of the Terms and Conditions, he has the right to close his Account.
2. The lack of legal basis or the incompleteness of any of the clauses contained in the Terms and Conditions does not mean that the entire Terms and Conditions lose legal force. These provisions shall be changed to those that most closely reflect its meaning and purpose of the existing provisions.
3. The Customer acknowledges and accepts that all disputes that may arise from these Terms and Conditions should first be resolved amicably, by mutual agreement between the Customer and the Seller. The Customer acknowledges and accepts that amicable settlement of the dispute is a condition precedent that must be fulfilled before any legal proceedings can be initiated against the Service Provider.
4. If it is not possible to resolve the dispute amicably in accordance with paragraph 3, the provisions of these Terms and Conditions shall be resolved by the court having jurisdiction over the current place of residence of the Service Provider, in accordance with the preamble to these Terms and Conditions. At the same time the Customer acknowledges and accepts that disputes arising from these Terms and Conditions may be settled exclusively based on the individual situation of the Customer. The Seller shall not be obliged in any way to settle disputes of a collective nature.
5. These Terms and Conditions shall enter into force on 11 July 2022.