

TERMS OF USE OF SERVICE – GEOCASH

1. GENERAL INFORMATION

GEODB BLOCKCHAIN LTD. ("**GEODB**") is a company with United Kingdom Unique Tax Reference Number 41300 28066, registered address in 100 New Bridge Street London, and email hello@geodb.com, which is duly registered in the Companies House of England, and reference Company Number 11858893.

GEODB is the owner of a service ("**GeoCash**") that lets the user ("**User**") by downloading an application ("**Application**") in their smartphone voluntary share its private and anonymous data and get a direct reward for it in the form of a virtual tradable asset, the GEO Toke. At the same time, this Service is offered under the conditions set by a contract signed between GEODB and user.

These terms of use ("**Terms of Use**") shall govern access the use of the Application, the GeoCash Service, and the website linked to them, hosted under the domain name <https://www.geodb.com/> ("**Website**"), hereinafter referred together as the "**Service**".

Furthermore, these Terms of Use set out, together with the Privacy Policy and Cookies Policies (relating to the management of the Users' personal data), the terms and conditions governing the Service.

You must carefully read these Terms of Use. Downloading the Application to your device and/or the subsequent use of the Service constitutes acceptance of these Terms of Use. In case you do not agree with these Terms of Use, please do not use the Service and uninstall the Application of your device.

To download the Application and to use the Service, the User must meet the following requirements:

- (i) Be over age 14;
- (ii) Have enough capacity to enter into a binding agreement with GEODB and not be subject to any lack of capacity; and
- (iii) Have access to a personal intelligent device connected to a data connection.

If you are between 14 and 18 years old, we recommend you to inform and ask your parents or guardians, previously to transmit information to other Users with whom you have contacted through the Service. It is strictly prohibited to register as a User if you are below 14 years old.

GEODB reserves the right to regularly carry out checks aimed at ensuring that users are over 14 years. Therefore, we may require you to provide your ID at any time, and refusal to do so will mean the removal or blocking of your profile. If we are informed that a minor under 14 years is registered as a User, we will adopt the necessary measures and we may eliminate or block such User profile.

These Terms of Use establish the agreement between the User and GEODB in relation to the use of the Service, and replace any other prior contract and previous agreements between the two parties related to the Service, whether verbal or written.

2. SUBSCRIBING CONDITIONS

You can download the Application through your regular Applications store, where you will find information about the Application and the Service, including: a description of the main features of the Application and of the characteristics of the Service; the technical requirements (operating system, supported devices, etc.); access to our Website, etc.

To download the Application and use the Service you must have a device ("**Device**") owned by yourself that uses one of the following operating systems (or higher): iOS10 and higher for iPhone and 5.0.0 for Android.. All smartphones and devices that support these operating systems meet the necessary characteristics for the correct functioning of the Application. However, in a concrete manner, the devices should be permitted to receive *Push Notifications*, let access to activate location services and have access to a 4G data connection.

In order to download and use the Application it will be necessary to use either Apple's or Google's phone account.

The download of the application can be done from your regular Application store free of charge. However, GEODB reserves the right to set a price at any time; in this case, the user must pay this price in exchange for acquiring the user license to use the Application ("**Price**") by selecting one of the means of payment available through the Application store. On the assumption that there is a fixed Price, the Payment gives the User a right to acquire a license of use for the Application, as well as to use Services for the period of time established by these Terms of Use. Depending on the User country, applicable taxes will or will not be included in the Price. This payment can only be made by users of age; in the event that the user is less than 18 years old, the payment shall be made in the name and under the responsibility of their parents or legal guardians.

Once you have downloaded the Application to your Device, you must register as a User of the Service. The registration as a User is a simple process, in which you just have to follow the instructions displayed within the Application at the time.

For any enquiries in relation to the registration as a User of the Service you may contact GEODB through the following email address: hello@geodb.com.

3. LICENSE OF USE OF THE APPLICATION

By these Terms of Use we provide the User with a non-exclusive, non-transferable worldwide scope license, and for the period of time established in these Terms of Use, to install and use the Application in a Device owned by the User, with the sole purpose of allowing the use of the Service. In no case shall the User rent, lease, lend, sell, transfer, distribute or sublicense the Application to third parties.

Except as otherwise expressly specified, any use of the Application with different purposes to the one announced above shall require written previous authorization of GEODB. In particular, but without limitation, the User shall require our previous authorization for: (i) reproduce or transform the Application with the purpose of fixing bugs; and (ii) making successive versions of the Application or programs resulting from it. In the event of errors, problems or deficiencies in the Application, the User may inform GEODB through the e-mail address given in the heading of this contract.

The User is not authorized to decompile, disassemble, reverse engineer, decrypt or modify the Application and/or its source code in any other way. Notwithstanding the foregoing, the User is allowed to observe, study the principles underlying the interfaces of the computer program, without a previous authorization from GEODB, when such activities are necessary to allow the interoperability of another computer program independently developed. The use of the Application does not require any backup copy, so the User shall refrain from making such a copy.

All the documentation related to the Service we provide the User with (manual of use, instructions, these Terms of Use, etc.) are owned by GEODB ("**Documentation**"). By the present Terms of Use we give the User a non-exclusive, non-transferable license with a worldwide scope and for the period of time specified in these Terms of Use so that the User can use the Documentation with the sole purpose of using and enjoying the Service, with the scope permitted by these Terms of Use.

The User undertakes to delete the Application from the Device, prior to any transfer of the Device to a third party.

4. CHARACTERISTICS OF THE SERVICE

Through the Service the User will be able to:

- (i) Create a personal anonymous account.
- (ii) Create a personal anonymous wallet to receive rewards.
- (iii) Share your anonymous, encrypted and private data directly to the GeoDB ecosystem in an automatic way and get a direct reward from it in the form of a tradable virtual asset. Reward will be directly received in your wallet. No contact information from the user will be requested or captured.

Your data, never personal information, will then be available for data buyers in our ecosystem once GeoDB's main net is launched.

In order to improve the Service, GEODB will be able to modify unilaterally, at any time and without notice, the Application or any other element of the Service, or its operability, technical and use conditions. In the same way, in order to improve the Service, especially the Application, Users will be able to suggest GEODB those modifications they should consider useful, as well as to obtain any additional information or to solve their

doubts, complaints or suggestions, by contacting via the email address hello@geodb.com, without, nevertheless, having any obligations assumed by GEODB.

5. USE OF THE SERVICE

The Users agree to use the Service in accordance with the law, morality, good practices and the public policy. The Users undertake to refrain from using the Service for illegal purposes, inconsistent with the provisions of these Terms of Use, or in any other way that may be harmful to the rights and interests of GEODB or of third parties, or damage or harm the image or reputation of GEODB or prevent the normal use of the products and services offered by GEODB through the Service.

The User may use the Service exclusively under the scope laid out in the present Terms of Use.

The User shall refrain from using the Service to do any illegal activity. Including, but not limited to, using the Service for:

- a) impersonate the identity of other Users or third parties;
- b) damage the reputation, personal image and/or honour of another Users and/or third parties; and
- c) advertising purposes, for the promotion of products, services or personal or third party activities.

The User shall not carry out any activity that may cause damage to the Service and/or its functioning and/or development.

In the event the User were to have knowledge of a third party carrying out any of the aforementioned activities, we ask you to notify us through the following email address: hello@geodb.com,, so that we can take the adequate measures.

GEODB reserves the right to block or delete the profile, as well as to undertake the appropriate legal actions in the event that a User violates the provisions of this Contract.

6. INTELLECTUAL PROPERTY

The Service and any of its elements, including especially, but not limited to, the Application, their design and graphical elements, and the source code are protected by copyright and other applicable rights of intellectual property. These rights belong exclusively to GEODB or to its licensors, and therefore, any reproduction, distribution, transformation or communication to the public of any element of the Service, either total or partially is express and strictly prohibited, and so on, in general, any act of exploitation of all or part of the contents (images, text, design, forms, etc.), as well as the databases and software necessary for the visualization or the functioning thereof and any object that under current legislation is protectable by intellectual property law.

The Users may not under any circumstances exploit commercially or use, directly or indirectly, in whole or in part, any content of the Service without the prior written consent of GEODB.

This is also applicable to the information from users. Users grant exclusively to GEODB, for an indefinite period and for the whole world scope, the rights of reproduction, distribution and communication to the public on the content they provide through the Website, the Application, social networking profiles and blogs, as well as the right of transformation in order to suit the needs of publishers of GEODB, without prejudice to the provisions of the Privacy Policy and Cookies Policy. Users guarantee the legitimate ownership or the faculty of provision on those rights.

Any reproduction or copying, distribution or publication of any kind of the content of the information published in the Application and in the Website without the prior written authorization of GEODB is prohibited.

In case of breach by a User of the provisions of the preceding paragraphs, GEODB will not assume in any case any type of responsibility before the rest of Users or third parties.

7. INDUSTRIAL PROPERTY

The trademarks, trade names, signs, names, logos, slogans or any kind of distinctive sign related to the Service and owned by GEODB, and very specifically, the word "GEOCASH" may not be used without the prior written consent of GEODB.

8. DATA PROTECTION

To obtain information about data protection you should consult here the Privacy Policy and Cookies Policy. We encourage you to review regularly the terms of this policy, which as User of the Service you declare to know and to agree to expressly.

9. TECHNOLOGICAL CONSTRAINTS

The Service is provided based on complicated big data and blockchain technologies currently available and maps provided and controlled by third parties, which may not be infallible.

We inform the User that, as a consequence of carrying out maintenance works, in some cases temporary interruptions may occur in the Service.

We also inform the User that, in addition to those specified above, there is a wide range of factors that may eventually affect the operation of the Service, including without limitation environmental conditions, network overloads, connectivity, third party software, etc.

10. LINKS TO THIRD PARTY WEBSITES

The links contained in the Service, referring to publicity or other types of content, and whose ownership or responsibility corresponds to third parties other than GEODB, are not the responsibility of GEODB which shall under no circumstances undertake to monitor or approve the services, content, data, files, products or other material on the third party webpage or webpages. Therefore, GEODB shall not under any circumstances be liable for the lawfulness of the content of such webpage(s), and the third party is exclusively responsible for all matters concerning the content of that link, particularly for compliance with applicable law, morality, good practice and public policy. The existence of links does not imply any relationship between GEODB and the owner of the website to which the link is directed.

Those Users or third persons intending to establish a link on pages of their ownership and responsibility toward the Service of GEODB, must request a prior authorization to the following address: 100 New Bridge Street, London, United Kingdom or by email to hello@geodb.com, ensuring that such link will always lead Users to the first or main page of the Service, being expressly excluded the deep links ("deep link") or the frameworks ("frame link"). With the exception of those signs that are part of the link to the Service, users shall guarantee that the web page from which the link is set does not contain brands, commercial names, company signs, trade names, logos, slogans or any type of distinctive sign belonging to GEODB.

11. EXEMPTION OF LIABILITY

GEODB shall not be responsible, nor before the User nor before third parties, for any damages that may occur due to the use of the Service, except in cases of willful misconduct or gross negligence. Under no circumstances GEODB shall be responsible for the damages caused by an inappropriate use of the Service, or by failing to meet the recommendations or instructions provided by GEODB.

Especially, GEODB denies all liabilities for:

- (i) The functioning of the Service, including cases of force majeure and any other cases beyond GEODB's control, which is not fully operational, or possibly lacks the minimum functionality for managing the relevant service.
- (ii) Any errors or security deficiencies that may arise from the use, by the Users, of an outdated browser or insecure version, as well as the activation of password or identification code conservation devices of the User recorded in the browser or for the damage, errors or inaccuracies that may result from any malfunction.
- (iii) For any direct or indirect damages that may be caused by the information transmitted or communicated on the Service or in any electronic communications, including without limitation technical or human errors in the published data.

- (iv) Damages, including but not limited to damages, loss or direct, indirect, incidental or consequential expenses arising in connection with this Service or the use of this Service or inability to use it by any party, or in connection with any failure in performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure.

The User will be liable for all damages and losses caused by wrongful or fraudulent acts as well as for the damages caused to GEODB or its Users as a direct or indirect consequence of a breach by the User of these Terms of Use. GEODB reserves the right to take any actions to which it may be entitled before the relevant law enforcement agencies or courts.

Although it uses its best efforts, GEODB cannot guarantee the Users access and continuous and uninterrupted use of the Service.

12. TERM AND TERMINATION

The agreement between the User and GEODB has an initial term of one (1) year ("**Initial Term**"). The User can renew the Service for an identical period of time to the Initial Term. In the event that GEODB sets a price, the renewal of the Service will be subject to prior payment of the corresponding amount, which will be announced in advance. GEODB shall be entitled to terminate the agreement upon the end of the Initial Term or any of its successive extensions, with a prior notice of one (1) month to the termination of the Initial Period or any of its successive extensions.

The User shall be entitled to end the relationship with GEODB at any time by uninstalling the Application from his Device.

Furthermore, the agreement may be terminated in case of serious breach by either party of their obligations under the present Terms of Use.

The termination of the agreement will entail the finalization of the provision of the Service, as well as to extinguish the license of use of the Application provided to the User pursuant to the present Terms of Use.

13. CHANGES OF THE TERMS OF USE

GEODB reserves the right to amend the present Conditions of Use of the Service, at any time and without notice, being a responsibility of the User to review them regularly. Nevertheless, GEODB will inform the Users of the amendment of the Conditions of Use in the cases in which the introduced changes should be significant. If the User does not agree to accept such changes, he shall stop using the Service, via uninstalling the Application of his Device. The use of the Service implies the acceptance by the User of the current Conditions of Use in that moment.

By clicking [here](#) you may download on your Device a copy of the present Terms of use, in PDF format.

14. WRITTEN COMMUNICATIONS

Applicable law requires that some of the information and communications to be sent by GEODB to the User must be in writing. By accepting these Terms of Use, the User agrees that most communications with GEODB will be electronic. GEODB will contact the user by email or by notices published on the Service. The User agrees to this electronic means of communication and acknowledges that any notice, information and other communications sent by GEODB by electronic means complies with the legal requirement of being in writing.

15. APPLICABLE LAW AND JURISDICTION

Except for the case of operating as consumer, GEODB and the User, by expressly waiving their rights to submit to any other court, agree to submit any conflict to the jurisdiction of the Courts and Tribunals of England (United Kingdom). English law shall govern the functioning and use of the Service and these Terms of Use.

The present Conditions of Use and the rest of the information that is provided to the User will be available both in English.

These Terms of Use were last updated on April 2021.