

Gese

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Last updated: 24.05.2018

Please read these Terms of Use carefully (“Terms of Use”, “Terms”) before using the website <http://Gese.io>, the Gese service or any applications (including mobile applications) provided by Gese (collectively called “Service”).

By accessing the Service or using the Service, regardless of the method of access, you acknowledge your unconditional acceptance of these Terms and confirm that you have read them and agreed to them before using the Service. The Service belongs to the Gese company (“Gese”, “Company”, “we”, “our”) and is controlled by it. These Terms of Use concern your legal rights and obligations. If you do not agree to bind yourself by all of these Terms of Use, do not access the Service and do not use the Service.

Gese reserves the right, in its sole discretion, to update, revise, or cancel these Terms of Use unilaterally at any time and to notify you thereof by posting a notice on the site <http://gese.io/>, which you agree to check regularly, either directly through the Service itself or by e-mail. If you continue to use the Service after we post changes to the Terms of Use, this will mean that you have accepted those changes. The current version of the Terms of Use is published on the site <http://Gese.io>.

Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use, and disclose information about you.

Eligibility

Gese is not targeted toward nor intended for use by anyone under the age of 13. You must be at least 13 years of age to access or use Gese. If you are between 13 and 18 years of age (or the age of the legal majority in the place of your residence), you may only access or use Gese under the supervision of a parent or a legal guardian who agrees to be bound by these Terms.

Copyright and Limited License

We may retain data, text, photographs, images, video, audio, graphics, articles, comments, software, code, scripts and other content supplied by us, the Gese blockchain or our licensors, which we call the “Gese Content.” The Gese Content, including copyright and other proprietary right, is protected by intellectual property laws. Except as explicitly stated in these Terms, we do not grant any expressed or implied rights to the use of the Gese Content.

You are granted a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use Gese and the Gese Content for your personal use. You retain ownership of and responsibility for the Content you create or own (“Your Content”). If you post anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit the Content that you have the right to post; and that you will fully comply with any third party licenses relating to the Content you post.

Adult-Oriented Content

Gese is intended for a general audience and, as a result, some of the Gese Content may discuss or depict adult-oriented topics. We realize that this content may not be appropriate or desirable for some of our readers depending on their current location, age, cultural background, or personal views. As a result, we will attempt to label this content as “Not Safe For Work” (“NSFW”).

Marking Gese Content as NSFW does not prevent you from being able to access this content but, instead, helps you make informed decisions about the type of content you choose to view on Gese.

Trademarks

The Gese logo and any other product or service names, logos or slogans that may appear on the Gese website are trademarks of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Gese” or any other associated names, trademarks, product or service names of Gese without our prior written permission. In addition, the design and conceptual representation of Gese, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the Service mark, trademark or trade dress of Gese and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, including registered trademarks, product names and company names or logos mentioned or used on Gese are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, the Service, processes or other information by name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by Company.

Assumption of Risk, Limitations on Liability

You accept and acknowledge that there are risks associated with utilizing an Internet-based Gese account service including, but not limited to, the risk of failure of hardware, software and Internet connection, the risk of malicious software introduction, and the risk that third-parties may obtain unauthorized access to information stored within or associated with your Account, including, but not limited to your Private Key or Keys. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Service, however caused.

We make no claim of representation and provide no warranty of any kind, expressed or implied, statutory, or otherwise, regarding the contents of the Service, information and functions made accessible through the Service, any hyperlinks to third party websites, nor for any breach of security associated with the transmission of information through the Service or any website linked to by the Service.

We will not be responsible or liable to you for any loss and take no responsibility for and will not be liable to you for any use of our Service, including but not limited to any losses, damages or claims arising from: (a) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped Gese addresses; (b) Server failure or data loss; (c) Corrupted Account files; (d) Unauthorized access to applications; (e) Any unauthorized third party activities, including, without limitation, the use of viruses, phishing, brute force or other means of attack against the Service.

We provide no warranty that the Service or the server that makes it available, are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind from actions taken in reliance on the material or information contained within the Service.

We will not be liable in contract or tort (including, without limitation, negligence), other than where we have been fraudulent or made negligent misrepresentations.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability, which may not otherwise be limited or excluded under law.

Agreement to Hold Gese Harmless

You agree to hold harmless Gese (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including, without limitation, reasonable legal fees, arising from or relating to:

Your use of or conduct in connection to our Service;

Any feedback or submissions you provide;

Your violation of these Terms; or

Violation of any rights of any other person or entity.

If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we will pursue a settlement of any action or proceeding.

No Liability For Third-Party Service And Content

When using our Service you may view content or utilize the Service provided by third parties, including links to web pages and Services of such parties ("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and will have no responsibility for Third-Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your interaction and correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such interactions and you should understand that your use of Third-Party Content and your interactions with such third parties are at your own risk.

Account Registration

You need not use a Gese Account. If you wish to use an Account, you must create a Gese account to access the Service ("Account"). When you create an Account, you are strongly advised to take the following precautions as failure to do so may result in the loss of access to, and/or control over, your Account: (a) Create a strong password that you do not use for any other website or online service; (b) Provide accurate and truthful information; (c) Maintain and promptly update your Account information; (d) maintain the security of your Account by protecting your Account password and access to your computer and your Account; (e) Promptly notify us if you discover or otherwise suspect any security breaches related to your Account.

You hereby accept and acknowledge that you take responsibility for all activities that occur within your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

The Gese Service

As described in more detail below, the Service, among other things, provides software that facilitates the submission of Gese transaction data to the Gese Network without requiring you to access the Gese command line interface.

Account Names and Private Keys. If you create an Account through Gese, the Service generates and stores a cryptographic private/public key pair that you may use to send and receive Gese tokens, Gese Energy tokens, and Gese Dollar tokens via the Gese Network. The Private Key or Keys uniquely match the Account Name and must be used in connection with the Account Name to authorize the transfer of Gese tokens, Gese Energy tokens, and Gese Dollar tokens from that Account. You are solely responsible for maintaining the security of your Private Keys and any password phrase associated with your Account. You must keep your Account, password phrase and Private Key access information secure. Failure to do so may result in the loss of control over Gese tokens, Gese Energy tokens, and Gese Dollar tokens associated with your Account.

No Password Retrieval. The Company does not receive or store your Account password, nor does it store your Private Keys. Therefore, we cannot assist you with Account password retrieval, reset, or recovery. You are solely responsible for remembering your Account password. If you have not safely stored a backup for any Account Names and password pairs maintained in your Account, you accept and acknowledge that any Gese tokens, Gese Energy tokens, and Gese Dollar tokens you have associated with such Account will become permanently inaccessible if you do not have your Account password.

Transactions. In order to be completed, all proposed Gese transactions must be confirmed and recorded in the Gese public ledger via the Gese distributed consensus network (a peer-to-peer economic network that operates on a cryptographic protocol), which is not owned, controlled or operated by the Company. The Gese Network is operated by a decentralized network. The Company has no control over the Gese Network and therefore cannot and does not ensure that any transaction details you submit via the Service will be confirmed via the Gese Network. You acknowledge and agree that the transaction details you submit via the Service may not be completed, or may be substantially delayed, by the Gese Network. You may use the Service to submit these details to the network.

No Storage or Transmission of tokens used within Gese. Gese tokens, Gese Energy tokens, and Gese Dollar tokens, in any of their forms are an intangible, digital asset. They exist only by virtue of the ownership record maintained within the Gese Network. The Service does not store, send or receive any of Gese tokens, Gese Energy tokens, and Gese Dollar tokens. Any transfer of title that might occur in relation to any of Gese tokens, Gese Energy tokens, and Gese Dollar tokens occurs on the decentralized ledger within the Gese Network and not within Service. We do not guarantee that the Service can affect the transfer of title or right to any of Gese tokens, Gese Energy tokens, and Gese Dollar tokens.

Relationship. Nothing in these Terms is intended to nor shall create any partnership, joint venture, agency, consultancy or trusteeship, you and the Company being with respect to one another independent contractors.

Accuracy of Information. You represent and warrant that any information you provide via Service is accurate and complete. You accept and acknowledge that the Company is not responsible for any errors or omissions that you make in connection with any Gese transaction initiated via the Service, for instance, if you mistype an Account Name or otherwise provide incorrect information. We strongly encourage you to review your transaction details carefully before completing them via the Service.

No Cancellations or Modifications. Once transaction details have been submitted to the Gese Network via the Service, the Service cannot assist you in cancelling or otherwise modifying your transaction details. The Company has no control over the Gese Network and does not have the ability to facilitate any cancellation or modification requests.

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions for which you have submitted transaction details via the Service, and it is your responsibility to report and remit the correct tax information to appropriate tax authorities. You agree that the Company is not responsible for determining whether taxes apply to your transactions with respect to any of Gese tokens, Gese Energy tokens, and Gese Dollar tokens or for collecting, reporting, withholding or remitting any taxes arising from any transactions with respect to Gese tokens, Gese Energy tokens, and Gese Dollar tokens.

Fees for Using the Gese Service

Company Fees. Company does not currently charge fees for any Service, however, we reserve the right to do so in the future, and in such case any applicable fees will be displayed prior to your use of any Service to which a fee applies.

No Right to Cancel and/or Reverse Transactions with respect to tokens used in Gese

If you use a Service to which any of Gese tokens, Gese Energy tokens, and Gese Dollar tokens are transacted, you will not be able to change your mind once you have confirmed that you wish to proceed with the Service or transaction.

Discontinuation of Service

We may in our sole discretion and without cost to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Service. You are solely responsible for storing, outside of the Service, a backup of any Account and a Private Key pair that you maintain within your Account.

If you do not maintain a backup of your Account data outside of the Service, you might not be able to access Gese data associated with any Account Name maintained in your Account in the event that we discontinue or deprecate the Service.

Suspension or Termination of the Service

We may suspend or terminate your access to the Service in our sole discretion, immediately and without prior notice and delete or deactivate your Account and all related information and files without cost to you, including, for instance, in the event that you breach any Term of Use. In the event of termination, your access to funds will depend on your access to the backup for your Account data including to your Account Name and Private Keys.

In particular, in the event of termination of the Service as a result of any type of fraud or fraudulent use of likes (for example, creating multiple accounts by a single user, conspiracy with other users, creating special software (bots) which will generate likes with respect to particular posts), you hereby acknowledge and agree that Gese is fully entitled unilaterally and at its sole discretion to cancel all transactions which resulted to accrual of likes and tokens used within Gese and to block the respective user(s) temporarily or permanently from using the Service. All tokens received by such user(s) in breach of these Terms of Use shall be blocked by Gese.

User Conduct

When accessing or using the Service, you agree that you will not commit any unlawful act, and that you are solely responsible for your conduct while using our Service. Without limiting the generality of the foregoing, you agree that you will not:

Use our Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Service or that could damage, disable, overburden, or impair the functioning of our Service in any manner;

Use our Service to pay for, support or otherwise engage in any activity prohibited by law, including, but not limited to illegal gambling, fraud, money-laundering, or terrorist financing activities.

Use or attempt to use another user's Account without authorization;

Attempt to circumvent any content filtering techniques we employ, or attempt to access any Service or area of our Service that you are not authorized to access;

Introduce to the Service any virus, Trojan, worms, logic bombs or other harmful material;

Encourage or induce any third party to engage in any of the activities prohibited under this Section.

In case of any violation of Terms, discovery of any fraud or fraudulent use of likes, Gese is entitled to terminate receipt, calculation or accrual of likes and other accrued bonuses at its own discretion unilaterally.

Third-Party Content and Sites

The Company may include links and other content owned or operated by third parties, including advertisements and social "widgets" (we call these "Third-Party Content"). You agree that the Company is not responsible or liable for Third-Party Content and that you access and use Third-Party Content at your own risk. Your interactions with Third-Party Content are solely between you and the third party providing the content. When you leave Gese, you should understand that these Terms no longer apply and that the terms and policies of those third-party sites or Service will then apply.

Feedback

You may submit questions, comments, feedback, suggestions, and other information regarding Gese (we call this "Feedback"). You acknowledge and agree that Feedback is non-confidential and will become the sole property of the Company. The Company shall own exclusive rights, including, without limitation, all intellectual property rights to such Feedback and is entitled to the unrestricted use and dissemination of this Feedback for any purpose, without acknowledgment or compensation to you. You agree to execute any documentation required by the Company to confirm such assignment to the Company.

Copyright Complaints, the DMCA, and Takedowns

We will respond to legitimate requests under the Digital Millennium Copyright Act (“DMCA”), and we retain the right to remove access to user content provided via Gese that we deem to be infringing the copyright of others. If you become aware of user content on Gese that infringes your copyright rights, you may submit a properly formatted DMCA request to Gese.

Misrepresentations of infringement can result in liability for monetary damages. You may want to consult an attorney before taking any action pursuant to the DMCA. A DMCA request can be sent to our Copyright Agent to the following e-mail address: legal@Gese.io

Please send our Copyright Agent the following information:

The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;

Identification of the copyrighted work claimed to have been infringed on, or a representative list of such works;

The URL or Internet location of the materials claimed to be infringing or to be the subject of infringing activity, or information reasonably sufficient to permit us to locate the material;

Your name, address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Your right to file a counter-notice

If we decide to remove your user content in response to a copyright or trademark notice, we will notify you in advance. If you believe your user content was wrongly removed due to a mistake or misidentification of the material, you can send a counter-notice to our Copyright Agent (contact information provided above) that includes the following:

Your physical or electronic signature;

Identification of the material that has been removed or to which access has been disabled and where the material was located online before it was removed or access to which was disabled;

A statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

Your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, for any judicial district in which the Service provider may be found, and that you will accept service of process from the person who provided notification under DMCA 512 subsection (c)(1)(c) or an agent of such person.

Upon receiving a counter-notice we will forward it to the complaining party and tell them we will restore your content within 10 business days. If that party does not notify us that they have filed an action to enjoin your use of that content on Gese before that period passes, we will consider restoring your user content to the site.

It is Gese's policy to deny use of Service to users we identify as repeat infringers. We apply this policy at our discretion and in appropriate circumstances, such as when a user has repeatedly been charged with infringing the copyrights or other intellectual property rights of others.

Indemnity

All the things you do and all the information you submit or post to Gese remain your responsibility. Indemnity is basically a way of saying that you will not hold us legally liable for any of your user content or actions that infringe the law or the rights of a third party or person in any way.

Specifically, you agree to hold Gese, its affiliates, officers, directors, employees, agents, and third party service providers harmless from and defend them against any claims, costs, damages, losses, expenses, and any other liabilities, including attorneys' fees and costs, arising out of or related to your access to or use of Gese, your violation of this user agreement, and/or your violation of the rights of any third party or person.

Disclaimers

To the fullest extent permitted by applicable law, Gese and the Gese content are provided on an “as is” and “as available” basis without warranties of any kind, either expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and any warranties implied by any course of performance or usage of trade. The Company does not represent or warrant that Gese and the Gese

content: (a) will be secure or available at any particular time or location; (b) will be accurate, complete, reliable, current or error-free or that any defects or errors will be corrected; and (c) will be free of viruses or other harmful components. Your use of Gese and the Gese content is solely at your own risk. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall the Company or any party related to the Company, that includes but is not limited to subsidiaries, vendors, or contractors, be liable for any special, indirect, incidental, consequential, exemplary or punitive damages, or any other damages of any kind, including, but not limited to, loss of use, loss of profits or loss of data, whether in an action, in a contract, tort (including, but not limited to, negligence) or otherwise, arising out of, or in any way connected with the use of or inability to use Gese or the Gese content. To the fullest extent permitted by applicable law in no event shall the aggregate liability of Company or any related party, whether in a contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to: (a) the use of or inability to use Gese or the Gese content; or (b) these Terms exceeding any compensation you pay, if any, to Company for access to or use of Gese.

Modifications to Gese

The Company reserves the right to modify or discontinue, temporarily or permanently, Gese or any features or portions of Gese without prior notice. You agree that the Company will not be liable for any modification, suspension or discontinuance of Gese or any part of thereof.

Arbitration

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims tribunals or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Gese (i) waive your and Gese's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and Gese's respective rights to a jury trial. Instead, you and Gese will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions

You and Gese agree that any dispute is personal to you and Gese and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Furthermore, you and Gese agree that a dispute cannot be brought as a class, or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Termination

Gese reserves the right, without notice and in our sole discretion, to terminate your license to access and use Gese and to block or prevent your future access to and use of Gese.

Severability

If any term, clause or provision of these Terms is deemed to be unlawful, void or for any reason unenforceable, then that term, clause or provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Changes

These Terms comprise the complete agreement between you and us concerning the use of and access to Gese. It supersedes all prior or contemporaneous agreements between you and us. We may modify these Terms at any time. If we decide to make any changes to these Terms that would substantially affect your rights, we will make these changes available on the Gese website. By continuing to use Gese after a change to these Terms, you agree to those changes.

Language

These Terms of Use are written in English. If the translation of these Terms of Use conflicts with the English version, the English version shall prevail.

2 GSE TOKEN SALE AGREEMENT

1. This Token Sale agreement ('Agreement') forms a legally binding contract between You and the GESE SOCIAL Limited that is a company incorporated in Cyprus (the "Company" or "Gese") and sets forth general rules and procedures of GSE Token Sale by GESE and their purchase by the Purchaser. This Agreement is an inalienable part of the GESE General Terms of use of the GSE Token Sale that the Purchaser shall carefully read, understand and irrevocably accept. In terms not regulated by this Agreement (including but not limited to intellectual property rights, dispute resolution etc.), the GESE General Terms of use of the GSE Tokens Sale shall apply to the relationships that arise hereunder.

2. THIS AGREEMENT CERTIFIES THAT You (hereinafter the "Purchaser" or "You") by clicking the button "I agree" on the Website and payment of ETH, BTC equal to 1 USD for one GSE Token according to the cost of ETH, BTC to the date of purchase (the "Purchase Amount") for each GSE Token to the unique cryptocurrency wallet address, specified on the official Website of GESE, on the specific smart-contract address published on the official Website of GESE (if the payment is made via ETH and during the Token Sale period (the "Payment Date" or "Payment period"), GESE SOCIAL Limited (the "Company" or "GESE"), company shall be entitled to take delivery of a certain digital cryptographic token (the "GSE Token") upon the occurrence of the Company's Token Sale, subject to GESE General Terms of use of the GSE Token Sale and the provisions set forth below.

3. The definitions set forth herein and mentioned with a capital letter shall have the meaning as described in the GESE General Terms of use of the GSE Token Sale.

4. GSE Token Sale period is the period of time from 26.06.2018 to 10.07.2018 (Pre-ICO), and from 5.09.2018 to 4.10.2018 (Public-ICO) during which the Company shall deliver to the Purchaser a number of GSE Tokens equal to the Purchase Amount paid to the Company by Purchasers during the Token Sale (according to the procedures

referenced in the GESE General Terms of use of GSE (GSE) Tokens Sale and this Agreement).

5. The following bonus system will function during the Pre-ICO of the token sale period:
1. additional 30% of GSE Tokens if the purchase amount is equivalent.

6. The following bonus system will function during the ICO of the token sale period

1) 5 days bonus + 33% (rounding of 1.333333333)

2) 5 days bonus + 18% (rounding of 1,176470588)

3) 5 days bonus + 11% (rounding of 1.111111111)

4) 5 days bonus + 5% (rounding of 1.052631579)

5) 5 days without a bonus

7. GESE's publication on the Website of an offer to sell GSE Tokens to a number of Purchasers (potential GESE Token purchasers) is considered a legally binding offer of the GESE to sell GSE Tokens (hereinafter referred to as the "Offer").

8. The Offer shall be available only on the Website via a specific form. Any other offers concerning GSE Token Sale presented on any other websites or internet resources shall be considered null and void and shall not place any obligations upon GESE.

9. The number of GSE Tokens offered for sale by GESE is limited. Such number of GSE Tokens to be sold and available for purchase is defined in the Appendix A of the GESE General Terms of use of the GSE Token Sale.

10. Legally binding acceptance of the Offer shall be carried out by the Purchaser by clicking the button "I agree" on the Website in the specific field and sending the Purchase Amount of ETH, BTC to a unique cryptocurrency wallet address or to a specific smart-contract address published on the Website. By this action the respective Purchaser agrees that he fully read, understood and irrevocably accepted this GSE Token Sale agreement. From this moment the Offer shall be considered formally accepted by the respective Purchaser.

12. Offer Acceptance shall be deemed irrevocable.

13. The price of one GSE Token is set forth in the amount of ETH, BTC equal to 5500 tokens per ETH according to the cost of ETH, BTC to the date of purchase. The minimum investment amount is equivalent to 0.1 eth. The payment for GSE Tokens can be conducted by Purchasers only in Ethereum (ETH). GESE does not accept fiat currency as payment for GSE Tokens. Technically the payment for GSE Tokens shall be conducted via Ethereum Smart Contract specified on the Website if payment is made via ETH. If the payment is made via BTC, tokens will be automatically delivered to the Purchaser after the Token Sale is finished.

14. To purchase GSE Tokens the Purchaser shall only send cryptocurrency funds from his/her personal wallet (hardware wallet) in the amount, which is equivalent to the amount of the GSE Tokens the Purchaser is willing to receive for such payment. It is prohibited to send cryptocurrency funds to purchase GSE Tokens from any cryptocurrency exchanges.

15. The Purchaser is not allowed to send any funds to purchase GSE Tokens until the GSE Token Sale period has officially begun. The Purchaser is not allowed to send any funds to purchase GSE Tokens upon the end of the respective GSE Token Sale.

16 If Payment for the GSE Tokens is made with ETH, Tokens shall be sent to the Purchaser's respective personal cryptocurrency wallet immediately. If Payment for the GSE Tokens is made with any other cryptocurrency, with respect to General Terms of the use of GSE Token Sale, tokens shall be sent to the Purchaser's respective personal cryptocurrency wallet automatically after the Token Sale is finished, but not later than till 20.10.2018.

17. To the extent allowable pursuant to Applicable Law, the purchase of the GSE Tokens by the Purchaser from GESE is final, and, thus, there are no refunds and/or cancellations.

18. Ownership rights to GSE Tokens shall be transferred from GESE to the respective Purchaser upon completion of the payment procedure by the Purchaser.

19. You expressly agree that the GSE Tokens are not securities, are not registered with any government entity as securities, shall not be considered as such, are not intended to be a commodity or any other kind of financial instrument, do not represent any share, stake or security or equivalent rights, including, but not limited to, any right to receive future revenue shares and intellectual property rights.

20. By purchasing GSE Tokens hereunder the Purchaser represents and warrants that his/her funds in no way came from illegal or unethical sources, that the Purchaser is not using any proceeds of criminal or illegal activity, and that no transaction involving GSE Tokens is being used to facilitate any criminal or illegal activity.

21. The Purchaser is obliged to provide a valid proof concerning legality of his/her proceeds used to purchase GSE Tokens upon GESE's request or request of bank institutions or government authorities.

22. By accepting this Agreement and by purchasing the GSE Tokens, the Purchaser represents/warrants and accepts that there are certain risks associated with the purchase of Q Tokens, holding GSE Tokens, and using GSE Tokens as described in the Appendix B of GESE General Terms of use of GSE Tokens Sale.

23. THE UNITED STATES OF AMERICA (hereinafter referred to as the – "US"), SINGAPORE, SOUTH KOREA WARNING NOTE: US, Singapore, and South Korea residents are not eligible and not allowed to participate in the GSE Token Sale due to various taxation and regulatory issues. You are only allowed to use the Website and purchase GSE Tokens if You are neither a permanent/temporary resident of the mentioned states, nor You have a primary residence or domicile in the US (including Puerto Rico, the 5 US Virgin Islands, and any other possessions in the US), Singapore or South Korea. In order to buy GSE Tokens and by buying them You covenant, represent, and warrant that none of the owners of the company, of which You are an authorized officer are US, Singapore or South Korea citizens or permanent residents, nor that You have a primary residence or domicile in the United States (including Puerto Rico, the US Virgin Islands, and any other possessions of the US) or US, Singapore or South Korea. Should this change at any time, You shall immediately notify us. You also represent and warrant that You are not a citizen or a resident of a geographic area in which access to or use of the cryptocurrency or Tokens, or where participation in ICO is prohibited by applicable law, decree, regulation, treaty, or administrative act. We shall reserve the right to refuse selling GSE Tokens to anyone who does not meet the criteria set forth above.

24. The Purchaser is only allowed to purchase GSE Tokens if by buying GSE Tokens he (or she) covenants, represents, and warrants that he (or she) (under the Applicable Law and law of the country of Participant's residence): 1) is of an age of

the majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to purchase GSE Tokens, enter into agreement with GESE and in doing so will not violate any other agreement to which he (or she) is a party; 2) if he (she) is a corporation, governmental organization or other legal entity, he/she has the right, power and authority to enter into this agreement on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms; 3) will not be using the GSE Tokens for any illegal activity, including, but not limited to, money laundering and financing of terrorism;

25. GSE Tokens are to be provided on an “as is” and “as available” basis and without any warranties of any kind, either expressed or implied. The Purchaser assumes all responsibility and risk with respect to buying any amount of the GSE Tokens and their use. The Purchaser hereby expressly agrees that, to the maximum extent permitted by the Applicable Law, GESE does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use the Website or the material, information, software, facilities, services or content on the Website, as well as from purchasing of the GSE Tokens, regardless of the basis, upon which the liability is claimed and even if GESE has been advised of the possibility of such loss or damage. The Purchaser understands and agrees that GESE shall not be held liable for and shall not accept any liability, obligation or responsibility whatsoever for any change in the GSE Token value. The Purchaser understands and expressly agrees that GESE shall not guarantee in any way that the GSE Tokens might be sold or transferred during or after the GESE Token Sale. If Applicable Law does not allow all or any part of the above mentioned limitations of liability to apply to the Purchaser, the limitations will apply to the Purchaser only to the extent permitted by the Applicable Law. The Purchaser understands and agrees that it is his/her obligation to ensure compliance with any legislation relevant to his/her country of domicile concerning purchasing of the GSE Tokens. Purchasing of the GSE Tokens by the Purchaser in no way creates any exclusive relationship between the Purchaser and GESE, nor any partnership, joint venture, employment or agency.

4 Privacy Statement

This Privacy Policy governs the collection, use, maintenance, and disclosure of information that GESE SOCIAL Limited and its group companies collect from their users.

We reserve the right to amend this Policy at any time without notice, by updating the same, in which case the effective date of the Policy will be revised. Should we make a material change to the terms of the Policy, we will request your consent to do so. We reserve the right to request that you reaffirm your consent to this Policy on a periodic

basis, at our discretion. By continuing to use our Website or any services that we offer, you shall be deemed to have accepted any amendments to the Policy.

Personal identification information

We may collect personal identification information from users in a variety of ways, including, but not limited to, when users visit our website ("Website"), register on the Website, use the Service, and in connection with activities, services, features, or resources we make available on the Website from time to time.

The personal information that we may collect from you will depend on your type of usage of our services and may include:

your name and title;

address and email address;

your date and place of birth;

your citizenship(s);

incorporation and controller information;

information about your investor status;

information about your source of funds;

your KYC and CDD documentation;

payment information;

nature of the product or service requested;

login details;

location information;

related information for the provision/supply of the Platform and other services to you.

Non-personal identification information

We may also collect non-personal identification information from users when they interact with the Website and the Platform. This may include the browser name, type of computer or mobile device used to access our website, and technical information about the means of connection, including, but not limited to, the operating system and internet service providers.

Legal basis for using your personal information

The use of your personal information is necessary to maintain the relationship between us. In order to use our services, we must be able to use your information to respond to your requests and provide the services.

We rely on your consent where required by law. You may withdraw your consent at any time by contacting us using the details provided at the end of this policy.

We may use your personal information for various legitimate interests, including direct marketing, improvement of our products and services and the content of the Website. When processing personal information to meet these legitimate interests, we balance these against the fundamental rights and freedoms of data subjects and put in place robust safeguards to ensure that your privacy is protected.

We may use or disclose your personal information when required to do so by law (for example, regulatory KYC and reporting obligations).

Your rights over personal information

Subject to local laws, you have rights regarding your personal information, including: access, rectification, erasure and blocking, restriction of use, objection to use, data portability, and the lodgement of a claim to your local data protection authority.

We encourage you to contact us to update your information in the event that it changes or is inaccurate. If you would like to discuss or exercise the rights, please contact us using the details provided at the end of this policy.

Web browser cookies and tracking technologies

Our Website may use “cookies” to enhance the user experience. Cookies are small pieces of information which are placed in your computer’s memory when you visit a website.

You may choose to set your personal web browser to refuse cookies, or to alert you when cookies are being sent. However, this may affect your use of the Website and the Platform.

Analytics & Advertising

Our Services also use Google Analytics, a web analytics service provided by Google, Inc (“Google”). Google Analytics uses cookies to help us analyse how users use our Website. The information generated by the cookies about your use of our Services (including your IP address) will be transmitted to and stored by Google on servers in the United States.

Our Services also use Google AdWords, a service for Internet advertising that allows the advertisers to place ads in the Google search engine results and the Google advertising network. If you reach our website via a Google ad, a conversion cookie (a cookie which is valid for 30 days and stores personal information, e.g. the Internet pages that have been visited by you) is filed on your information technology system through Google. The information generated by the cookie about the use of our Services

(including your IP address) will be transmitted to and stored by Google on servers in the United States.

Google is certified under the EU-US Privacy Shield framework.

Google will use this information for the purpose of evaluating your use of our Services, compiling reports on the Service activity for Service operators, and providing other services relating to Services' activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

Information storage and retention

We adopt appropriate data collection, storage, and processing practices and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal information, username, password, transaction information, and data stored on the Platform.

All personal information shall be dealt with in accordance with local legislation: the Data Protection Act 1998 (DPA) and then in accordance with the General Data Protection Regulation when it comes into effect.

We will retain your personal information for a period of time which enables us to:

maintain business records for analysis and/or audit purposes;
comply with record retention requirements under Applicable Law;
defend or bring any existing or potential legal claims; deal with
any complaints regarding the services.

We will delete your personal information when it is no longer needed for these purposes. If we cannot delete it, for technical reasons, entirely from our systems we will put in place appropriate measures to prevent any further processing or use of the data.

Sharing your personal information

We may disclose your personal information without notice to you if a law, regulation, search warrant, subpoena, court order, or regulatory notice permits or requires us to do so. We may also disclose your personal information without notice to you to prevent a fraud or abuse or to protect the rights, property, or personal safety of one of our employees, users, service providers, or the public.

We may share your personal information with third party service providers to fulfil or enhance the service provided to you.

We may share your personal information with other employees, directors, or officers of any of our Group Companies.

We may share your personal information with any third party that purchases or to which we transfer all or a substantial part of our assets or business. We will use all reasonable

efforts to ensure that the entity to which we transfer your personal information uses it in a manner consistent with this Privacy Policy.

We may disclose otherwise confidential personal data or information if compelled to do so by laws and regulations applicable to us or our agents, whether in the EEA or elsewhere.

We shall not sell, trade, or rent your personal information to others.

Minors

We are not structured and we do not intend to attract any individuals under the age of 18.

Changes to this policy

It may become necessary to change the terms of the Privacy Policy from time to time as necessary to comply with laws or for legitimate business purposes.

By continuing to use our service, you agree to remain bound by the Privacy Policy.

You acknowledge and agree that it is your responsibility to periodically review this policy and check it for any changes.

Contact

If you have any questions about the Privacy Policy or our processing of your personal data, please contact us at info@gese.io