

## Terms and Conditions

### General conditions

1. By using this website or any of its sub-domains (i.e. <https://ilp.tokenote.io/b11g> ), you accept the following terms and conditions and data processing policy, including cookie policy, accessible at: [https://b11g.eu/documents/Data\\_Processing\\_Policy.pdf](https://b11g.eu/documents/Data_Processing_Policy.pdf) .
2. This website does not provide any kind of investment advice nor solicitate anybody to grant a loan to B11G OÜ (hereinafter: B11G). B11G does not provide, including through this website, any financial, including investment, services.
3. This website provides only technical means of communication between potential or current creditors and B11G in respect of loans associated with B11G Tokens.
4. You acknowledge that granting a non-secured loan to any business, including B11G, involves economic risks by nature. You undertake that all legal rights and obligations covering potential or current loan granted to B11G shall derive from appropriate loan agreement.
5. This website is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) its publication or availability is or may be prohibited. You must abstain from using this website if in the jurisdiction where you are a resident or of which you are a citizen, the use of this website is unlawful or the provision of the opportunity to use this website requires a licence (B11G does not hold any licences).
6. You must abstain from using this website if you are
  - a. under 18 years of age or otherwise with limited passive or active legal capacity; or
  - b. under United Nations', European Union's or Estonian appropriate international sanctions.
7. You must abstain from using this website if you are a resident of one of the following jurisdictions or territories:
  - a. Jurisdictions and territories which according to FATF does not follow requirements of prevention of Money Laundering and Terrorism Financing: <http://www.fatf-gafi.org/countries/#high-risk>
  - b. Jurisdictions and territories which according to Money Laundering and Terrorist Financing Prevention Act (3) 18)) are associated with high risk: [https://ec.europa.eu/info/policies/justice-and-fundamental-rights/criminal-justice/anti-money-laundering-and-counter-terrorist-financing/eu-policy-high-risk-third-countries\\_en](https://ec.europa.eu/info/policies/justice-and-fundamental-rights/criminal-justice/anti-money-laundering-and-counter-terrorist-financing/eu-policy-high-risk-third-countries_en)
  - c. Jurisdictions and territories which are under United Nations', European Union's or Estonian appropriate international sanctions: <https://www2.politsei.ee/et/organisatsioon/rahapesu/finantssanktsiooni-subjekti-otsing-ja-muudatud-sanktsioonide-nimekirjas/>
  - d. United States of America

8. You undertake not to provide on this website any untrue or incorrect or incomplete or misleading information (whether when registering or at any other time); such information must be correct at all times. You are liable for any damage caused to B11G as well as any third party by incorrectness of any such information.
9. You promise not to use this website for unlawful purposes.

#### Use of this website

10. In order to access the technical facilities provided by this website, you have to become a registered user of this website.
11. To become a registered user of this website and to log-in afterwards, you must:
  - a. Have and use Agrello ID;
  - b. Have Ethereum cryptocurrency wallet and provide the address thereof.
12. You consent that B11G will connect Agrello ID with Ethereum cryptocurrency wallet, both referred to in clause 11. Furthermore, you consent that the wallet thereof can be the only source and target of any funds transferred between you and B11G and it is technically impossible, due to specifics of blockchain and smart contract, to change the referred Ethereum cryptocurrency wallet afterwards.
13. To fully employ the technical facilities provided by this website, you have to pass all KYC/AML procedures, whether regular or ad hoc, whether based directly on applicable laws and regulations or deriving from appropriate internal rules of B11G. You consent that every initiated KYC/AML procedure by a new user after April 30, 2019 could cost up to EUR 5.
14. You consent that you may become a registered user only once.
15. You undertake that in the process of registering or using your account of this website you will follow all the instructions given by the system and you will complete all fields.

#### Main functions of this website

16. This website provides the technical means to:
  - a. study the conditions for granting a loan, being associated with B11G Tokens, to B11G;
  - b. grant a loan to B11G and manage the conditions to receive payments (including, but not limited to, interest and repayment of principal amount);
  - c. become a creditor of B11G if you have been assigned a claim, being associated with B11G Tokens, against B11G;
  - d. see current balance of granted loan amount to B11G, which takes into account all the loan amounts transferred to B11G under an appropriate loan contract and

subsequently transferred or obtained claims against B11G that are known to it in accordance with appropriate terms of respective loan contract.

17. You consent that this website shall not be considered as an exchange, a market place or a similar electronic platform. You consent that all loans granted to B11G by using this platform are regular loans in the meaning of Law of Obligations Act of Estonia. You consent that B11G Tokens, that are being associated with loan thereof, are not securities and carry only technical functionalities as described in respective loan contract. You consent that this website serves only technical role for helping potential or current creditors and B11G to fully exploit the possibilities of blockchain and smart contract without having any effect on the legal character of the potential or current legal relationship between you and B11G.

#### Cyber security

18. You consent that only Agrello ID can be used to log-in this website. B11G will never ask you for any secret information concerning the log-in (i.e. your Agrello ID password). If you lose access to Agrello ID, B11G is not able to help you to gain it back or provide any other opportunity to log-in this website.
19. If you have lost access to your Agrello ID or you think that somebody has gained access to it, you must immediately contact with the Agrello ID provider.
20. You must notify B11G immediately if you think that somebody else has logged-in to this website using your Agrello ID.
21. You bear full responsibility for storing safely data related to:
  - a. Your Ethereum cryptocurrency wallet you have provided to B11G on this website, and
  - b. Your Ethereum cryptocurrency wallet you use for storing B11G Tokens.If you lose this data, B11G will not be able to restore it or otherwise help you with gaining access to your wallets or B11G Tokens thereof.

#### Protection of the content of this website

22. You consent to refrain from:
  - a. Harvesting or collecting information about users of this website.
  - b. Using this website to transmit through or in connection with this website, any spam, chain letters or other unsolicited communications.
  - c. Interfering with or disrupting the operation of this website or the servers or networks used to make this website available, including by hacking or defacing any portion of

- this website (including any content available thereby); or violating any requirement, procedure or policy of such servers or networks.
- d. Restricting or inhibiting any other person from using this website.
  - e. Copying, reproducing, modifying, adapting, translating, creating derivative works of, selling, distributing or otherwise exploiting any portion of (or any use of) this website without B11G prior written consent.
  - f. Removing any copyright, trademark or other proprietary rights notice from this website.
  - g. Framing or mirroring any portion of this website, or otherwise incorporating any portion of this website into any product or service without B11G prior written consent.
  - h. Systematically downloading and storing this website's content.
  - i. Using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather this website's content.
  - j. Reproducing or circumventing the navigational structure or presentation of this website without B11G prior written consent.
  - k. Any of the above as appropriate in respect of data stored in blockchain in relation to this website.
23. Notwithstanding clause 22, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in this website's root directory, B11G grants to the operators of public search engines permission to use spiders to copy materials from this website for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. B11G reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

#### Restricting access to this website

24. If B11G becomes aware that you are using this website for an unlawful purpose or by violating these terms and conditions, it may (without prior notice) block or close your account or restrict your access to this website. Same applies if B11G cancels appropriate loan contract with you.
25. If B11G suspects that you are using this website for an unlawful purpose or by violating these terms and conditions, it may (without prior notice) block your account, asking within 30 days of blocking the account you to submit evidence to B11G showing that your use of this website has not been unlawful or violating these terms and conditions. Your account will

remain blocked until you have submitted said evidence; if you fail to do so within the reasonable term, B11G may close your account or restrict your access to this website.

26. B11G may (without prior notice) block or close your account or restrict your access to this website if instructed to do so by public authorities.

#### Limitation of liability

27. To the extent permitted by law, B11G excludes any representations and any warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy of this website. B11G liability under these terms and conditions as well as otherwise in conjunction with this website is excluded to the extent permitted by law.
28. B11G liability is in any event limited to direct patrimonial damage (Law of Obligations Act of Estonia (128) 3)). In no event shall B11G be liable for violations of these terms and conditions which are not intentional (unless any applicable law prohibits such exclusion of liability).
29. B11G shall bear no responsibility for any loss of B11G Tokens or Agrello ID or appropriate Ethereum cryptocurrency wallet.
30. B11G shall bear no responsibility in respect of risks and threats relating to blockchain, cryptocurrencies, smart contracts, digital identities, digital signatures and similar technologies related to this website. Such risks and threats could relate to, but not limited to, cyber-attacks, hacking, regulatory changes, Ethereum cryptocurrency wallet providers, malfunctions of hardware or software.
31. You indemnify to not hold B11G, its parent and affiliates, and the officers, directors, agents, joint ventures, employees and service providers of B11G or its parent or affiliates, now or in the future and any other member of the B11G Team liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to this website.

#### Miscellaneous

32. These terms and conditions (together with documents to which they make reference) constitute the entire agreement between you and B11G in relation to the use of this website.
33. B11G may at any time amend these terms and conditions (as well as any other rules or undertakings governing the use of this website, including your account). You shall be responsible for reviewing and becoming familiar with any such modifications. Use of this website by you after any modification thereof constitutes your acceptance to the modifications.

34. You will be notified about amendments referred to in clause 33 on this website at least one week in advance (unless any applicable law requires B11G to make the amendments immediately). If you do not accept such amendments, you may contact B11G to close your account and abstain from using this website thereon.
35. These terms and conditions do not give any rights to any third parties.
36. These terms and conditions as well as any relationship between you and B11G in respect of them are governed by the laws of Estonia.
37. Appropriate regulations shall be applied, in good faith and in accordance with the spirit of these terms and conditions, to any matter not regulated in these terms and conditions.
38. Any dispute between you and B11G arising out of or in connection with these terms and conditions shall be settled by way of negotiations. Unsettled disputes shall be forwarded to the court of Harju Maakohus.