

User Agreement

(hereinafter referred to as Agreement)

1. General Provisions

The present User Agreement (hereinafter, the "Agreement") regulates the relationship between the User and the Glen Falls LLC (hereinafter, the "Company") which provides services for the sale of the software product "Space", which is a digital asset that is defined as a determinate portion of SPHEROID virtual space univocally identified through GPS coordinates correlated to the Earth's existing surface. On the SPHEROID/SPHEROID UNIVERSE platform, the existing earth surface is divided into regions of virtual spaces having a rectangular shape. The virtual spaces are denoted by the GPS coordinates (longitude, latitude). Digital assets (Space) are available for sale on the Internet on the website www.spheroiduniverse.io.

Each Space is unique by its location, the territory limited by its set of coordinates does not match and does not intersect any other part of the virtual map of the Spheroid Universe software platform. It can gradually be filled with virtual objects, games, art and architecture, information and advertising.

The User who purchases the Digital Asset (Space) in accordance with the above definition, is allowed to resell it, to capitalize the assets and to receive revenues from their use. A digital asset (Space) can be provided by a separate agreement to other users or third parties, if such an agreement is in accordance with this User Agreement and the TERMS AND CONDITIONS of use of the SPHEROID virtual space. These digital assets can be resold, leased, donated, inherited, used as collateral, provided that this does not contradict the current legislation of the Poland.

Company is not a guarantor and does not guarantee the User the commercial benefits of using a digital asset in accordance with the TERMS AND CONDITIONS of use of the SPHEROID virtual space. Company also does not provide services for the use of the SPHEROID virtual space for commercial purposes (does not resell, lease, etc.).

No responsibility for the use of the Digital Asset (Space) for commercial purposes by the User is taken by the Company.

The administrator of the site is Glen Falls LLC, a legal entity registered in accordance with the laws of Poland at the address 18 Solec str., 00-410 Warsaw, NIP 524-28-36-199, REGON 367842588, District Court for Warsaw, XIII Commercial Department of the National Court Registry, KRS 0000687187.

The present Agreement regulates the relationship between the Parties (the Company and the Users) regarding the sale of the Products by the Company and the receipt by the Users of certain Products and services of the server/site: www.spheroiduniverse.io .

Services within the said relationships are services for the sale of the software product, as well as access to the product posted on the site www.spheroiduniverse.io by purchasing a unique account that is an analogue of the User's identity card. Users under this Agreement are the Client and the Company. Client - an individual acting on his behalf and / or on behalf of another person, places on the Company's website an application for the purchase of a software product located on the website www.spheroiduniverse.io. The application specifies: the name of the User, e-mail, password. The Company, upon seeing the Client's application, initiates confirmation of the sale of the software product.

The Company's website can be used by individuals who have reached the age of majority.

This Agreement is a public offer for Users and before purchasing a software product the User confirms that he accepts this Agreement in full, and that he has carefully read the terms of this Agreement.

In case of disagreement of the User with the specified provision or with its part, the User must immediately stop purchasing the Products and Services provided by the Company and leave the Company's website. The same procedure applies also in case the Company applies changes to this Agreement with which the User disagrees.

The copyright holder of the Program resource, located on the website www.spheroiduniverse.io is the Italian company Jewel Plus One Factorial Srl ("Jewel + 1!"). Provisions governing the terms and procedure for using the Product are specified in the Distributor Agreement between Glen Falls LLC and Jewel Plus One Factorial Srl ("Jewel + 1!") dated December 12, 2017.

The User buys the Software Product in the volume and form that exists at the time of its provision by the Company, i.e. in the form of Space - geolocalized software, which is a unique set of coordinates and a digital space, without an application for placing the augmented reality objects.

Applications for placing the augmented reality objects will be created and provided to Users, also by third parties. The User can receive any Application from both the Company and third parties, regardless of the time of creating his account.

The Company hereby reserves the right to revise the terms of this Agreement and also to make changes to the Products list without prior notice to Users. The User is obliged to monitor independently the changes introduced into this Agreement.

2. Registration of a new User

In order to purchase the Software product provided by the Company in full, each User is required to undergo an online registration procedure and fill in the appropriate questionnaire. After registration of a new User, a so-called account is created. In the account is indicated the following information: full name, passport data, email, phone number, and other information that is required for effective interaction and is necessary to use the site. Placing information on registered users on

the Platform does not mean that the Company checked all information posted by the User and so it can not guarantee its reliability.

The User is fully responsible for maintaining confidential information of his account, including the password. The User is recommended to keep the password secret from third parties and not to use this password outside the Company's website, as the User will be financially responsible for all types of uses of the website by the User himself and / or a third party who uses the account information. The User is obliged to immediately notify the Company of the fact in case the account data has been compromised.

To store information about the credit card on the site is not necessary. Saving credit card information can help speed up the process of purchase of the software product. The User is fully responsible for updating any information about the credit card that he provides, and such information can only be stored until the credit card expires.

3. Responsibility of the Parties

In case of non-compliance by the Users of the terms of this Agreement, violation of the current legislation or SPHEROID TERMS AND CONDITIONS, the Company has the right to block from such Users their User account with all information contained in it and / or information placed in relation to and / or on behalf of the User until these violations are resolved.

Hereby the User agrees that the User does not intend to interfere or disrupt the operation of the site, distribute any viruses, worms and / or other computer programs that damage the website and other Users, or use any device, software or other tool for control, copying, interference in the work of the site.

The Company, from its part, takes measures to provide comprehensive support and to provide the level of functionality of the site. However, the User agrees that he buys and uses the Company's Products exclusively at his own risk, because the Products and information are provided without warranties and guarantees of any kind, except for those guarantees that are provided by the Company explicitly. In other respects, the Company does not provide indirect, stipulated by legislation or other guarantees, including guarantees regarding the possibility and suitability of the Products for any particular purpose and non-infringement of someone's property rights.

The Company is not responsible for non-compliance of the Company's Products with the true aims of the User, as well as for any damage related to the purchase and use of the Products. Also, the Company is not responsible for the actions of Users, including in the event of non-compliance by Users of this Agreement, including for the quality and / or timing of the provision of the Products.

The Company also cannot guarantee immediate elimination of any problems and consequences. The Company is not liable for lost profits, lost revenue, loss of data, financial losses, or any indirect damage.

If the User is a representative of a legal entity, then this means that such legal entity accepts this Agreement and undertakes to protect the Company from any lawsuits and litigations related to the use of the Company's Products.

The Company is not responsible for communication errors and other technical problems. The Company is not responsible for any incorrect information.

The Company has the right to request any information from the Parties in case the Company has any suspicions of fraud on the part of the Platform Users.

4. Payment for services

In some cases, the use of the Company's Products is possible only after payment. The Company is not a party to transactions between Users, all settlements occur between the Clients directly.

In some cases, the bank may require confirmation of the transfer by sending a sms notification to the Client, or the introduction of a password provided by the bank from scratch card.

The service is not provided if, at the time of holding the funds, their amount resulted insufficient to pay for the Company's services.

The Company is not liable for the bank's charging of Users of commissions for making payments. In the event that the Company in connection with the collection of such commissions receives less than the amount of the stipulated remuneration, the User undertakes to make a corresponding surcharge before the Company's services are used.

Cash payment between the Parties is not allowed. In the event that the Company becomes aware of the facts of cash settlement between the Parties, the Company reserves the right to block the accounts of the Parties.

5. Rights and obligations of the Parties from the site

In case of receiving complaints from other users regarding abusive and unacceptable content of the User, violating their rights, the Company has the right to block the User's content until the violation is resolved.

The Company may at any time, on its discretion and without prior notice to User, has the right to transfer in whole or in part its (Company's) rights and obligations arising from this Agreement to any third party.

The Company is obliged to provide a platform for the exchange of information and use of the Products and to provide technical and information support to Users. The Company also undertakes

to provide information support to Users by responding to written inquiries sent by any of the methods implemented on the site for feedback.

The Company has the right at any time to make changes in the amount and order of payment by publishing new terms on the website www.spheroiduniverse.io .

The Company has the right to place context layers in the Product and the User's content in order to inform Users about additional opportunities for using the Product.

Users are required to use the Company's website in accordance with this Agreement and current legislation.

The Company undertakes to provide the purchaser with Space with unique coordinates corresponding to his choice on the virtual map of the Spheroid Universe software platform.

The Company undertakes to register the purchase, i.e. to record data on the acquisition of Space in the public blockchain of Ethereum and record in it all subsequent changes in the status of ownership (Space resale, rent, etc.)

The Company undertakes to ensure the safety of information about all sold Space and their availability for use in software products of third-party developers that cooperate with the Spheroid Universe platform.

The Company undertakes to provide access to any users, regardless of whether they are Spaces owners, or not, to the Spaces Spheroid Universe virtual map application with the ability to see the coordinates of the Space in relation to the geographic map of the surface of the planet Earth.

The Company undertakes to return excess amounts paid by the Users in case of errors in the transfer.

The Company is not responsible for paying taxes for the income received by Users. Users are obligated to pay taxes of the remuneration established by the current legislation independently and in a timely manner.

6. Confidential Information

The Company hereby notifies the Users of the existence of the Privacy Policy, which can be viewed by following the link at

<https://www.spheroiduniverse.io/documents/Spheroid%20Universe%20Privacy%20policy.pdf>

7. Applicable Law and Final Provisions

The invalidity of particular conditions of this Agreement does not affect the validity of its other conditions.

If any condition becomes invalidated in whole or in part, this shall not affect the validity of the remaining Agreement. For all matters not regulated in this Agreement, the legislation of Poland is applied.