

TERMS AND CONDITIONS

The condition for using the services accessible on the Terra Land Platform is the User's consent for the Terms and Conditions provided by their acceptance, which constitutes a legally binding contract between the User and the Company.

I. DEFINITIONS

The following terms shall have the meaning assigned to them below:

1. **"Company"** shall mean FCQ OÜ (registry code code 16330828) with its address in Estonia at Narva mnt 5, Harju maakond, Tallinn, Kesklinna linnaosa, 10117.
2. **"User"** shall mean an individual with full capacity to enter into legal transactions or other entity with capacity to enter into legal transactions pursuant to separate provisions, who has accessed the Website and accepted the Terms and Conditions.
3. **"Account"** shall mean a separate space within the Terra Land Platform, accessible to the User, where they enter the data required.
4. **"Registration"** shall mean the process of creating an Terra Land Platform Account.
5. **"Investor"** shall mean the holder of a Token, i.e. a User who has undergone the KYC/AML Procedure, purchased a Token on the terms set forth in the Terms and Conditions and executed the Tokens Sale Agreement.
6. **"Terms and Conditions"** shall mean these Terms and Conditions.
7. **"Terra Land Platform"** shall mean the website which is available at terraland.io, administrated by the Company, enabling the conclusion of Transactions pursuant to the rules set forth in the Terms and Conditions.
8. **"Token"** shall mean a decentralized investment mechanism/instrument that at present may not be the exchanged, traded or transferred to third parties after its acquisition. The Token is a standard CW20 implementation within the Terra blockchain network, for which the User submits a Purchase Offer in return for cash or Virtual Currency. As a means to be exchanged for Shares, a specific Token represents a loan issued to the Company and connected with specific Real Estate through the SPV being the sole owner of the Real Estate and entitles the Investor to redeem the Coupon.
9. **"Coupon"** shall mean the Investor's share in the SPV's profit understood as the earnings from renting the SPV-owned Real Property, following the deduction of the SPV's costs and 10% as provision for unforeseen costs of SPV and paid out to the Investor as interest on the loan granted with relation to the Token.
10. **"SPV"** shall mean a Polish simple joint-stock entity (pol. *Prosta Spółka Akcyjna*), the Shares of which may be purchased by an Investor in return for a Token and pursuant to the terms set forth in these Terms and Conditions.
11. **"Funds"** shall mean the Virtual Currency and/or cash (so called Fiduciary Currency).
12. **"Fees"** shall mean the remuneration payable pursuant to the Terms and Conditions, which includes the following:
 - a. Transaction Fee – the fee paid to entities cooperating with the Company within the scope of providing the services available on the Terra Land Platform, as well as administrative fees related to e.g. transferring the Real Estate ownership to the SPV;

- b. Commission – remuneration paid to the Company for managing the Project and executing Transactions.
13. **“Offer”** shall mean the User’s declaration of intent in respect to executing a Transaction and concluding a Tokens Sale Agreement, setting forth the relevant terms of the Transaction and the provisions of the Tokens Sale Agreement.
 14. **“Tokens Sale Agreement”** shall mean the contract, pursuant to which the Company unilaterally undertakes to sell the Shares to the Investor in return for a Token, pursuant to the terms indicated in the Offer.
 15. **“Transaction”** shall mean the execution of the Offer to sell a Token to the Investor in return for Funds by concluding a Tokens Sale Agreement. Based on the Transaction, the Token is transferred to the Investor. Transaction details are saved in the Terra blockchain network.
 16. **“Shares”** shall mean the shares in the SPV, paid in as share capital when setting up the SPV by the Company, purchased by the Investor in return for the Token as part of the performance of the Tokens Sale Agreement.
 17. **“Final Contract”** shall mean the Shares sales contract concluded as a result of performing the Tokens Sale Agreement by and between the Company and the Investor, pursuant to which the Investor acquires the ownership of Shares in return for the Token.
 18. **“Project”** shall mean the public fundraiser conducted through the Terra Land Platform for the SPV for the purpose of raising the Funds for Real Estate purchase. The Project is implemented in accordance with the rules set forth in the Terms and Conditions and the rules separately assigned for each Project.
 19. **“Real Estate”** shall mean the real estate that will be acquired by the SPV if the amount equal to the total Project Value is raised from the Users during a specific Project.
 20. **“Durable Medium”** shall mean recording information in a manner which does not allow for the information to be altered and allows for it to be viewed in the version and form in which it has been drafted.
 21. **“Terra”** shall mean the open, public, distributed computation platform based on the Blockchain network, with smart contract functionality.
 22. **“Blockchain”** shall mean the distributed database, which maintains a constantly growing list of records, called blocks, providing a clear and reliable basis for automatic contract execution and transfers resulting from actions in real time.
 23. **“CW20”** shall mean the technical standard used in smart contracts in the Terra blockchain network for implementing Tokens.
 24. **“Virtual Currency”** shall mean value presented in a digital form, which is transferable and accepted by Users as a payment instrument but is not a legal tender of any country or funds as defined under Article 4 item 25 of the Directive (EU) 2015/2366 of the European Parliament and of the Council.
 25. **“Virtual Wallet”** shall mean any type of wallet, which is linked by the User to the Terra Land Platform for the purpose of receiving the Token and Coupon.
 26. **“Privacy Policy”** shall mean the separate document regulating in detail the matters related to personal data processing and privacy protection rules used for Users, which is available on the Terra Land Platform.
 27. **“KYC/AML Procedure”** shall mean the activities consisting in identifying the User, verifying their identity and using appropriate Financial Security Measures based on the risk assessment.

28. **“Financial Security Measures”** shall mean any action taken in respect of the User based on Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU and acts implementing this Directive, applicable to the User.
29. **“GDPR”** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
30. **“PEP”** shall mean a politically exposed person, that is an individual who is or has been entrusted with significant public function, including:
- a. heads of State, heads of government, ministers and deputy ministers or state secretaries;
 - b. members of a parliament or similar legislative bodies;
 - c. members of managing bodies of political parties;
 - d. members of supreme courts, constitutional tribunals and other high-level judicial bodies, whose judgements are not appealable, except for extraordinary circumstances;
 - e. members of the courts of auditors or of the boards of central banks;
 - f. ambassadors, charges d’affaires, and high ranking officers in the armed forces;
 - g. members of administrative, managing or supervisory bodies of state enterprises;
 - h. directors, their deputies and officers of a company or persons performing equivalent function in an international organization.
- Each category of public functions mentioned under letters a)–h) does not include medium- and lower-level officials.
31. **“Beneficial Owner”** shall mean any individual(s) being the ultimate owner of the User or having control over this User, or individual(s), on whose behalf the transaction or activity is conducted, and includes at least:
- a. in the case of corporate entities:
 - i. individual(s) who is ultimately the owner of or has control over a legal entity, directly or indirectly holding sufficient percentage of shares or voting rights or ownership interests in the particular entity, including with blocks of bearer shares or otherwise having control, except for companies listed on regulated markets, subject to the disclosure requirements in accordance with the Union law or subject to equivalent international standards which ensure appropriate ownership information transparency. A shares package equal to at least 25% plus one share or ownership interest above 25% in an entity being the User, held by an individual indicate direct ownership. A shares package equal to at least 25% plus one share or ownership interest above 25% in an entity being the User, held by a corporate entity controlled by the individual(s) or multiple corporate entities controlled by the same individual(s) indicate indirect ownership. The notion of otherwise

having control can be determined, for example, in accordance to the criteria from Article 22 sections 1–5 of Directive 2013/34/EU of the European Parliament and of the Council;

- ii. the individual(s) holding higher-level management position(s) if, upon exhausting all possible ways and provided that there are no grounds for suspicion, no person has been determined pursuant to subitem (i) or if there are any concerns whether the determined person(s) is (are) the beneficial owner(s) – the obliged entities shall maintain documentation in relation to actions taken in order to determine the beneficial owners pursuant to item (i) and this letter;
- b. in the case of trusts, all of the following persons:
 - i. founder(s);
 - ii. trustee(s);
 - iii. supervisor(s) if appointed;
 - iv. beneficiaries or, when individuals benefitting from a particular legal agreement or legal entity have not been determined yet, category of persons, for whose main interest the particular legal agreements or entities have been created or operate;
 - v. each individual having ultimate control over the trust by the means of a direct or indirect ownership or otherwise;
- c. in the case of legal entities, such as foundations, and legal agreements similar to trusts, the individual(s) holding position(s) equivalent or similar to the positions mentioned under letter b).

II. GENERAL RULES

1. The User may participate in the Project after creating an Account, logging in and meeting the conditions determined in detail in the further part of these Terms and Conditions.
2. The object of each Project shall be raising Funds in order to acquire Real Estate for the SPV.
3. The User shall be granted Tokens in return for the provided Funds. A Token, together with a Tokens Sale Agreement, shall entitle to purchasing Shares. The purchasing of shares is done by way of set-off of the loan represented by the Token against the purchase price of the Shares.
4. Projects implemented through the Terra Land Platform vary, in particular in terms of value and duration.
5. The User shall review the Terms and Conditions and the Privacy Policy before Registration. Using the Terra Land Platform shall be equivalent to having reviewed and accepted the Terms and Conditions and the rules related to the Privacy Policy, as well as agreeing to their provisions. As of the moment of accepting the Terms and Conditions, a Electronic Services Contract shall be concluded by and between the User and the Company.
6. Through the Terra Land Platform, the Users may execute Transactions; moreover, other paid services are provided or may be provided in the future for the Users.
7. The User acknowledges that the Company retains the right to choose the jurisdictions where it conducts its activities. Due to the restriction set forth under the previous

sentence, the Company may restrict or refuse the provision of services available on the Terra Land Platform at certain locations.

8. The User acknowledges that they must not use the services provided on the Terra Land Platform, in particular they must not purchase the Token, if they have not passed the KYC/AML Procedure. the Company complies with the anti-money laundering and terrorism financing provisions, including, but not limited to Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU and acts implementing this Directive, applicable to the User. In order to purchase the Token, the User must pass the KYC/AML Procedure.
9. Using the Terra Land Platform requires the ICT system used by the User to meet the following minimum technical requirements, i.e.:
 - a. having a device enabling Internet access, equipped with a functional operating system, e.g. Android, iOS, OS, Linux or Windows, with a current web browser version installed, which provides access to Internet resources, such as: Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome or other compatible browser, as well as
 - b. having an active e-mail account;
 - c. moreover, in order to execute Transactions, it is necessary for the User to have a type of wallet, which can operate with the Terra Land Platform.

III. SECURITY

1. The Company has implemented high security standards for the purpose of protecting the Terra Land Platform, in order to ensure reliable and safe services for the Users.
2. The User shall be solely responsible for the safety of their Terra Land Platform Account and password, as well as for any actions related to the e-mail address used for logging in, including, but not limited to their disclosure.
3. The User shall inform the Terra Land Platform if they become aware of any unauthorized use of the account and password or any other security breach. The User shall observe the security rules.
4. The Company shall not be liable for any losses or consequences resulting from the User's failure to observe the security rules.
5. The Terra Land Platform, in part or in whole, may be temporarily unavailable, of which the Terra Land Platform shall inform the User, if possible. The User acknowledges and agrees that the Company shall not be liable for any possible losses that may occur as a result of such downtimes, nor for any interruptions, including technical downtime, in the Terra Land Platform operation caused by force majeure, prohibited activities of third parties or for the Terra Land Platform's incompatibility with the User's technical infrastructure.

IV. REGISTRATION

1. The User shall create an Account by accepting the Terms and Conditions and providing the identification data:
 - a. email address;
 - b. phone number;
 - c. password.

2. By creating an Account in the manner described in the previous item, the User shall gain access to the full content and services of the Terra Land Platform.
3. After logging in, the User may review the information concerning the individual Projects, including but not limited to:
 - a. Real Estate description;
 - b. Real Estate photographs;
 - c. Project duration;
 - d. Project Value, that is the amount which is to be raised over the Project duration in order to complete the Project;
 - e. Token unit price;
 - f. Coupon payout frequency;
 - g. Additional terms of the Project, if any.
4. In order to execute the Transaction, it is necessary to complete the Registration with data required to conduct the KYC/AML Procedure, in accordance with the provisions below.
5. The User may have one Account, unless they obtain the Company's written consent for creating another one. The User shall not grant others access to the Account, which includes sharing the password to the Account.
6. By creating the Account, the User represents and guarantees that:
 - a. they have a full capacity to enter into legal transactions;
 - b. they have full capacity to accept the Terms & Conditions on their own behalf or on behalf of the entity for which they act in accordance with the applicable law;
 - c. in the case of acting on behalf of another entity, they are authorized to represent it or have been properly authorized to act on its behalf, in particular they hold valid and effective power of attorney to bind the represented entity with the Terms and Conditions and to execute the services available on the Terra Land Platform for this entity;
 - d. the data provided is accurate, up-to-date and complete;
 - e. before providing any other person's personal data, they shall obtain any necessary consents from third parties or otherwise establish a valid legal basis for providing such personal data, in accordance with the applicable law;
 - f. they shall update the information provided during the Registration without delay;
 - g. they shall secure their password and provide information about unauthorized access to the Account;
 - h. they shall notify the Terra Land Platform if they suspect any security breach in relation to the Terra Land Platform or the Account;
 - i. using the Terra Land Platform shall not infringe any third party rights or obligations arising from the provisions of law;
 - j. they shall execute Transactions using legally obtained assets, which are their property or the property of the entity represented by the User;
 - k. they are not subject to a jurisdiction where purchasing Tokens is or may be prohibited by the applicable national law;
 - l. using the Terra Land Platform shall not involve any illegal or otherwise objectionable activity of the User;

- m. they shall be responsible for the legal compliance of their actions when using the Terra Land Platform;
- n. they shall not take any action interfering with the integrity of the Terra Land Platform or threatening the security of the Terra Land Platform or other Users, including, but not limited to refraining from using any automatic software, as well as refraining from copying the contents, code or other rights constituting intellectual property, to which the Company or entities collaborating with the Company hold the sole rights;
- o. they are not on any trade or economic sanctions list, such as the United Nations Security Council Sanctions List or its equivalent.

V. THE VERIFICATION OF A USER'S IDENTITY

1. In order to execute the Transaction, it is necessary to complete the Registration with data required to conduct the KYC/AML Procedure. This information is used in particular to detect money laundering, terrorism financing, frauds and other financial offences.
2. The User agrees to:
 - a. sharing the personal data required for performing the KYC/AML Procedure and other Financial Security Measures, if this is necessary to execute the Transaction;
 - b. retention of such information for the period of time required under the applicable provisions.
3. The data necessary to conduct the KYC/AML Procedure may include, but not be limited to:
 - a. name and surname,
 - b. date of birth,
 - c. nationality,
 - d. residence address,
 - e. phone number,
 - f. identification document and all information contained in the identification document, i.e. type of the identification document, issue date, identification number, issuing authority.
4. By providing the information during the KYC/AML Procedure, the User confirms that it is accurate, true and complete, and undertakes to update it in the case of any changes.
5. Where there are reasonable concerns that any information provided by the User is incorrect, false, out-of-date or incomplete, the Company reserves the right to inform the User about the necessity to correct or supplement appropriate information, under the pain of refusal to perform services.
6. The Company may request the User to provide additional information and documents:
 - a. upon the request of any government authority;
 - b. for the purposes of verification;
 - c. to determine the origin of the funds intended for executing the Transaction;
 - d. for the purpose of verifying compliance of the actions taken by the User through the Terra Land Platform with the applicable laws or regulations, including the provisions in relation to money laundering and financing terrorism;

- e. in the case of a suspected breach of the applicable provisions of law, including the Terms and Conditions.
7. In justified cases resulting from the applicable provisions of law, the Company may:
 - a. suspend the Transaction execution until the User clarifies any concerns, in particular delivers additional information or documents;
 - b. refuse to provide services;
 - c. lock the Account and the Funds deposited by the User;
 - d. notify the relevant entities.
 8. Measures stipulated under the previous item of the Terms and Conditions may be implemented by the Company if:
 - a. reasonable concerns have been raised in respect to the lawfulness of the User's actions through the Terra Land Platform;
 - b. circumstances set forth under the anti-money laundering and terrorism financing provisions have appeared;
 - c. the KYC/AML Procedure conducted indicated an increased risk of money laundering and financing terrorism;
 - d. The User refused to provide the data necessary to perform the KYC/AML Procedure or failed to undergo the entire KYC/AML Procedure;
 - e. The Transaction does not meet the requirements set forth in the Terms and Conditions, as well as those set forth under the provisions of the applicable law;
 - f. based on judgements of competent authorities, including, but not limited to where a notification is received from competent authorities or other entities concerning an infringement of the provisions of law or third parties using the User's activities to infringe or violate the law;
 - g. as the result of action or omission of the User, the beneficial owner has not been determined or has been determined incorrectly, or the circumstance of the User or their beneficial owner performing political functions (PEP) has been determined incorrectly;
 - h. The Funds intended for executing the Transaction do not belong to the User or a circumstance in this respect has been noticed.
 9. Any actions taken as part of the KYC/AML Procedure may be performed by the Company or another entity collaborating with the Company, in which case the User shall authorize the Company to transfer their data to this collaborating entity.
 10. The Company shall not be liable in any way should the Transaction be suspended, in case of refusal to provide services, including the Transaction execution, locking the Account and the Funds paid in by the User, or where the Funds of the User are seized by entities subject-matter jurisdiction, for reasons attributable to the User, in particular for reasons arising from the KYC/AML Procedure or set forth under the previous items of these Terms and Conditions.

VI. TRANSACTION EXECUTION

1. Token sale Offers, where the Token provides a means of exchange for Shares in the SPV, are executed through the Terra Land Platform.
2. The User shall acquire the Token in return for Funds. The following cash payment methods shall be accepted:
 - a. Standard wire transfer;

- b. Credit card.
3. Transactions are executed against a fee. The Fees shall be included in the Project Value presented to the User.
4. The condition for executing a Transaction shall be Project completion, whereby the Project shall be deemed completed if the amount equivalent to the Project Value is raised over its duration.
5. If the Project is completed, the Company shall establish a SPV, deposit 90% of the collected funds as the share capital of the SPV and all of the necessary activities for acquiring the Real Estate for the SPV shall be conducted. The Real Estate shall be deemed to be acquired upon obtaining an entry of the proprietary rights in the relevant register or meeting other conditions for transferring the Real Estate ownership arising from the provisions of law applicable in the place where the Real Estate is located.
6. For the purpose of executing the Transaction, the User shall:
 - a. select a Project following Registration and logging in to the Terra Land Platform;
 - b. supplement the Registration with the data necessary to conduct the KYC/AML Procedure;
 - c. submit a request for proposal, indicating the amount of Funds that they want to use to purchase the Tokens, the minimum and maximum amount of Funds and Tokens received for the indicated amount is displayed on the same page;
 - d. provide their Virtual Wallet address, to which the Tokens purchased by the User are to be sent;
 - e. authorize the Transaction;
 - f. deposit Funds.
7. Based on the request for proposal, the Terra Land Platform shall indicate the number of Tokens that the User will receive for the Funds, taking the Project Value into consideration.
8. Based on the data entered by the User, the KYC/AML Procedure shall be conducted for the purpose of applying the Financial Security Measures or other legal acts.
9. Should the User positively pass the KYC/AML Procedure, i.e. the applied Financial Security Measures have not indicated any breach of anti-money laundering and terrorism financing provisions, the next phases of the Transaction shall be executed.
10. By authorizing the Transaction, the User accepts both the Fees amount and the fact that they are included in the Project Value.
11. Immediately once the Funds are deposited by the User, however no sooner than before the authorization of this payment in the blockchain network (for payments in Virtual Currency) or crediting the payment to the indicated bank account (for cash payments), the Tokens Sale Agreement shall be concluded by and between the Company and the User.
12. Following Project completion and acquiring the Real Estate for the SPV, the Transaction shall be executed, i.e. the purchased Tokens shall be sent to the Virtual Wallet address provided by the User, where the User can manage them, in particular they may submit to the Company a request to purchase Shares in exchange for the Token, in accordance with the below provisions of the Terms and Conditions.
13. Costs of transferring Funds, Tokens and Coupons shall be borne by the User in each case.

14. Execution of the Tokens Sale Agreement shall be confirmed by a message sent to the e-mail address indicated by the User during the Registration, together with the Tokens Sale Agreement saved on a Durable Medium.
15. The Transaction shall be deemed as executed upon sending the Token to the Virtual Wallet indicated by the User, which, together with the Tokens Sale Agreement saved on a Durable Medium, shall constitute confirmation of the right to purchase the Shares.
16. The Tokens Sale Agreement shall be binding for the parties, i.e. the Company and the Investor, for fifteen (15) years after its conclusion. No later than one month before the end of the term mentioned under the previous sentence, the Company shall
 - a. request that the Investor extend the term of the Tokens Sale Agreement for any period, but not longer than fifteen (15) years or
 - b. proceed to extend the Tokens Sale Agreement upon every request of the Investor.

The term of the Tokens Sale Agreement will not be extended, if the Investor does not indicate their explicit consent on the Platform.

VII. RESERVATION

1. Within seven calendar days from the Project start date, Tokens that entitle to purchase Shares in the amount determined separately for each Project may be reserved.
2. The reservation may be made by a registered User who has positively passed the AML/KYC Procedure or by the Company.
3. Reservations shall be valid for 24 hours from submission; after this time it shall automatically expire.

VIII. DETAILED PROJECT RULES

1. Should the User deposit Funds in an amount lower than the data approved for the Transaction, the User shall receive a proportionally smaller number of Tokens. The User's action indicated in the previous sentence shall be deemed to constitute a modification of the Offer.
2. The Transaction shall not be executed if:
 - a. The User does not deposit Funds;
 - b. The User has not provided the Virtual Wallet address or the Virtual Wallet is not accepted by the Terra Land Platform;
 - c. The User did not successfully complete AML/KYC procedure;
 - d. The Project is not completed;
 - e. Funds covered by the Transaction do not belong to the User or the User is not entitled to use them.
3. The Transaction is not executed and any Transactions in progress are suspended until the matter is clarified, if prior to authorization and within the same 24hr period, the User ordered the execution of two other Transactions, where:
 - a. The User did not deposit Funds,
 - b. The User did not successfully complete AML/KYC procedure;
4. If the Transaction cannot be executed for reasons on the part of the User, including, but not limited to reasons specified in the previous sections of these Terms and Conditions, and there are no grounds for reporting the issue to authorities of

competent jurisdiction, the Funds are returned to the User after deducting a Transaction Fee.

5. By authorizing the Transaction, the User represents that Funds intended for its execution belong to the User or the User is entitled to use them.
6. After depositing the Funds, the User cannot cancel the Transaction. The right to withdraw from a distance contract does not apply to the User, if the service is provided with the explicit consent of the User, who was informed before the commencement of the service that after it is provided by the organization, the User will lose the right to withdraw from the contract (applicable to Users who are consumers, in accordance with Article 16 of the Directive 2011/83/EU of the European Parliament and of the Council I and legislation implementing this Directive that is applicable to the User).
7. The Company has the right to withdraw from the Tokens Sale Agreement without stating a cause and terminate the Project before the end of its duration. In the case referred to in the previous sentence, the Funds deposited by the User will be returned to them in full, i.e. without deducting the Fees.
8. If the Project is not completed:
 - a. The Transaction will not be executed and in particular the User will not receive a Token;
 - b. the Tokens Sale Agreement concluded with the User will be cancelled without the need to provide additional statements;
 - c. the Funds deposited by the User will be returned to them, less any Fees.

IX. SHARE IN THE SPV'S PROFITS

1. If not otherwise stipulated in the information regarding a given Project or the Articles of Association, a Token entitles the Investor to redeem a Coupon as per the rules specified in this chapter of the Terms and Conditions.
2. The SPV's profit means revenues from the renting of the SPV-owned Real Estate covered by the Project, following the deduction of the SPV's costs and 10% as provision for unforeseen costs of SPV.
3. The Coupon is redeemed on the condition that the Investor has a Token in the Virtual Wallet connected to the Terra Land Platform as of the Coupon redemption date.
4. The Coupon is redeemed to the Investor's Virtual Wallet at intervals specified separately for each Project, i.e. on a monthly or a quarterly basis.
5. All costs related to sending Coupons shall be borne by the Investor.

X. EXERCISE OF RIGHTS UNDER THE TOKENS SALE AGREEMENT

1. The Investor has the right to request that the Company converts Investor's Tokens at the price indicated in the Tokens Sale Agreement for SPV Shares in the amount corresponding to the Number of Investor's Tokens.
2. The conditions for concluding the Final Contract include:
 - a. raising funds to cover the entire Project Value during the Project;
 - b. Holding confirmation in the form of the Tokens Sale Agreement;
 - c. Holding a Token.
3. The Investor may request performance of the Tokens Sale Agreement in whole or in part, at any point in time following the receipt of Tokens on their Virtual Wallet.
4. The Tokens Sale Agreement may be performed during its term indicated in the section above, depending on the Investor's choice:

- a. once – in whole;
or
 - b. multiple times – in parts.
5. At all times, to perform the Tokens Sale Agreement, the Investor shall request the purchase of Shares from the Company in writing or via e-mail, indicating their contact details and the number of Shares to be purchased in consideration for the Tokens held by them.
 6. Should the Investor request the purchase mentioned under the previous sentence, the Company shall contact the Investor within 7 days to schedule the date and agree on the details concerning the performance of the Tokens Sale Agreement and the conclusion of the Final Contract.
 7. The costs associated with concluding the Final Contract shall at all times be borne by the Investor.
 8. Resolutions on the sale or encumbrance of the SPV-owned Real Estate by the Company adopted at the General Meeting of Shareholders require consent of the Investors entitled to acquire that Company's Shares.
 9. The Investor's consent for the encumbrance of the Real Estate may be expressed only by way of a resolution adopted by an absolute majority of votes, i.e. 50% of the votes plus one vote, during a voting process organized by the Company within one month from the date of providing the Investors with a voting notice delivered by electronic means to the e-mail address provided at Registration or by means of an announcement published on the Terra Land Platform.
 10. The Investor's consent for the sale of the Real Estate may be expressed only by way of a resolution adopted by votes "for", i.e. 80% of the votes plus one vote, during a voting process organized by the Company within one month from the date of providing the Investors with a voting notice delivered by electronic means to the e-mail address provided at Registration or by means of an announcement published on the Terra Land Platform main website.
 11. The Investor's consent for the sale or encumbrance of the Real Estate granted in breach of the provision included in the preceding paragraph shall be null and void.
 12. Should the Company sell or encumber the Real Estate in breach of the provisions above, i.e. without obtaining the Investor's consent, the Company shall be liable for the damages actually incurred by the Investors.

XI. LIABILITY

1. The User shall guarantee the lawfulness of all actions taken by them.
2. The Company shall be liable to the User for the non-performance or improper performance of services available on the Terra Land Platform, to the extent arising out of applicable laws, unless their non-performance or improper performance is a result of circumstances for which the Company is not to blame, in particular resulting from the Financial security measures taken.
3. The Company shall not be responsible for:
 - a. the User's use of the Terra Land Platform in a manner inconsistent with its intended use and the Terms and Conditions or applicable laws;
 - b. correct address of the Virtual Wallet, to which Token(s) or Coupon(s) are to be sent;

- c. breaking in, theft or loss of the private key to the Virtual Wallet or other loss of control over or access to the Virtual Wallet;
 - d. the lawfulness of purchase, possession or sale of Tokens in the jurisdiction to which the User is subject;
 - e. changes in laws and regulations in the jurisdiction to which the User is subject and the fact that Tokens may be temporarily or permanently unavailable in certain jurisdictions or the possession or use of Tokens may be limited or excluded;
 - f. the truthfulness of the User's/Investor's representations and warranties;
 - g. consequences of the User sharing their login and password with third parties;
 - h. incorrect data provided by the User, including Token, Coupon or Virtual Currency transfer data;
 - i. financial loss incurred by the User/Investor;
 - j. technical limitations, including the data transfer rates provided by computer equipment, end devices, IT systems and telecommunication infrastructure used by the User;
 - k. delay or non-performance of any obligations under the Terms and Conditions, if such a delay results from any reason beyond the Company's control, including in particular industrial, electric, telecommunication or equipment disturbances, malfunction of software or other tools, hacker attacks, earthquakes, storms or other natural phenomena, lockouts, embargo, riots, activities of state authorities, terrorist acts, wars, pandemic, local epidemic, changes in blockchain technologies and changes in Terra;
 - l. non-performance or improper performance of the obligations undertaken by the User/Investor towards another User/Investor.
4. Nothing herein may be interpreted as excluding, limiting or modifying compliance with any laws that cannot be limited or excluded by operation of law.
 5. Any representations, warranties, conditions or commitments implied or presumed under applicable laws are excluded to the fullest extent permissible under law.
 6. Notwithstanding any other provisions of the Terms and Conditions and to the fullest extent permissible under law, the Company will not be responsible for any damages incurred by the User/Investor, including, but not limited to the loss of profits, as a result of any action or omission of the Company or entities collaborating with the Company.

XII. USER WARRANTIES

1. To be able to use the services available on the Terra Land Platform, the User/Investor represents and warrants that:
 - a. all information provided to the Company is accurate, complete and valid;
 - b. they understand blockchain technology and are fully aware of the rules and consequences related to the Transaction;
 - c. the purchase of Tokens is voluntary and based on their own independent judgement, and they are not forced, coerced or misled by any other person;
 - d. they are entitled to possess and use Tokens under the legal regulations of their jurisdiction;

- e. no authority approval or application submission are required in connection with the purchase of Tokens;
 - f. they have a Virtual Wallet accepted by the Terra Land Platform;
 - g. The Virtual Wallet, the address of which is provided at registration, belongs to the User;
 - h. the Virtual Wallet address provided at registration is correct;
 - i. they have experience in storing Tokens;
 - j. funds used for the Transaction or Token purchase belong the User/Investor and come from a legitimate source;
 - k. the representations and warranties provided by the User/Investor are true, complete, accurate and non-misleading as of the Transaction date and later;
 - l. they are aware that Tokens do not entitle their holder to any ownership or shares in the SPV or Real Estate, to participate in the control, management or decision- taking process at the SPV or to any Company equity interest, and the Investor may acquire the above rights upon performance of the Tokens Sale Agreement, following the exchange of Tokens for Shares;
 - m. they are aware that Tokens may be impacted by regulatory activities, including potential Token ownership, use or possession limitations;
 - n. they are aware that regulatory authorities may request that the Company changes its existing operating or business model or require that the Company obtains a relevant license or approval of specific authorities and in such a case, the possession or use of Tokens may be limited or excluded in certain jurisdictions.
2. The User shall be responsible for any activities undertaken after they log in with the use of their login and password.
 3. The User uses the services available on the Terra Land Platform at their own risk, which does not exclude or limit the Company's liability connected to the Transaction execution or other services available on the Terra Land Platform to the extent that such liability cannot be excluded or limited under law.

The User represents that they will not seek damages from the Company if they are unable to purchase, possess or use Tokens pursuant to applicable laws, to which they are subject. Moreover, the User agrees to defend, indemnify and hold the Company harmless against any claims, actions or activities resulting from or related to the purchase, possession or use of Tokens or the violations of these Terms and Conditions, including any liability or costs resulting from claims, losses, damages, litigation, rulings, costs of court proceedings and legal costs.

XIII. OWNERSHIP

1. The Terra Land Platform, its content, including posted materials, all projects, text, graphics, images, their selection and layout, information, data and software are the property of the Company or, if applicable, entities collaborating with the Company, and may only be copied or used, in whole or in part, with written approval of the Company or a relevant cooperating entity.

XIV. PRIVACY POLICY

1. Access to and use of the Terra Land Platform services is subject to the Privacy Policy available at <https://terraland.io/docs/privacy-policy/>, the provisions of which are part of the Terms and Conditions.
2. By using the Terra Land Platform and the services available on the Platform, the User acknowledges that they have read the Privacy Policy and accept its provisions.
3. The personal data controller is the Company.
4. Pursuant to the GDPR, the User's personal data is processed for the purposes of the provisions of services on the Terra Land Platform. The consent mentioned under the previous sentence may be withdrawn. Should consent be withdrawn, Transaction execution may be suspended.
5. The controller has the right to process the User's personal data to the extent specified in the Terms and Conditions, subject to the data safety requirements stipulated in the GDPR.
6. In order to execute the Transaction or provide other services available on the Terra Land Platform, the User's data may be entrusted to entities collaborating with the Company. Data is transferred only to the extent necessary to execute the Transaction or provide other services available on the Terra Land Platform. At the written request of the User, the controller will share a list of entities, to whom the User's personal data is entrusted.
7. User's personal data may be shared with entities authorized to receive them under the relevant legal regulations, including authorities of competent jurisdiction – to the extent permissible pursuant to applicable laws.
8. The User's personal data will not be transferred to third countries.
9. Under the circumstances and subject to the rules stipulated under the GDPR, the User shall have the right to access the content of their personal data and the right to rectify or erase them (subject to this section of the Terms and Conditions), restrict their processing, transfer them, object, withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.
10. The User has the right to submit a complaint to the supervisory authority of competent venue, if they believe that the processing of their personal data violates the provisions of the GDPR.
11. Pursuant to the GDPR, each data subject has the right to control the processing of their personal data. At the request of a data subject, the controller shall notify the data subject about their rights, and provide them with the information as regards their personal data. The data subject in question may exercise the abovementioned right not more frequently than once every six months.
12. Properly secured copies of documents and information obtained as a result of the use of Financial Security Measures shall be stored until the expiry of the obligation, in accordance with the applicable laws, and in no event for the period shorter than five (5) years from the first working day of the year following the year when the business relationship with the User ended.
13. The following data is retained: copies of documents and information obtained as a result of using Financial security measures as well as evidence of transactions performed and transaction records, including original documents or copies of documents needed for transaction identification.
14. The Users' Personal data will not be processed in an automated manner, including in the form of profiling.

XV. COMPLAINTS HANDLING PROCEDURE

1. The User may lodge complaints regarding the services provided on the Terra Land Platform.
2. Complaints may be filed by electronic means at: office@terraland.io
3. The complaint shall include at least the following information:
 - a. e-mail address used by the User for registration/logging;
 - b. Transaction date – if the complaint concerns a Transaction;
 - c. description of the functionality being subject to complaint or other circumstances justifying the complaint;
 - d. a specific request of the User related to the complaint lodged.
4. Complaints shall be processed within 30 days from the day the correct submission along with a detailed complaint description was received. The User shall be informed about the result of handling the complaint by means of electronic correspondence sent to the address indicated in the complaint.
5. Should it be necessary to clarify the request or complaint description, the term for handling the complaint shall be extended and counted from the date the Terra Land Platform receives complete information regarding the complaint.
6. To the extent beyond the operation of the Terra Land Platform, the complaint may be handled for resolution to an entity collaborating with the Company – under conditions set forth individually by this entity, about which the User will be immediately informed.

XVI. END OF THE CONTRACT

1. The Company may terminate the contract concluded with the User with immediate effect (which entails closing the Account) if:
 - a. the User provides false, inaccurate, out-of-date or incomplete information;
 - b. any of the User's statement under these Terms and Conditions is false, inaccurate, out-of-date or incomplete;
 - c. the Terms and Conditions are updated – where the update requires the User's acceptance; the User shall inform the Terra Land Platform in writing that they do not accept the amended version of the Terms and Conditions within seven (7) days from receiving the information about the update;
 - d. the Company has reasonable doubts that the User uses the Terra Land Platform for the purposes of money laundering and terrorist financing;
 - e. the User breaches the Terms and Conditions;
 - f. the User's activities are considered to be harmful to the Terra Land Platform, especially if the User destabilizes the functioning of the Terra Land Platform with their actions, regardless of the method and techniques used;
 - g. User's activities are deemed to be or have a negative effect on their image;
 - h. the User does not use their Account for more than twelve (12) months;
 - i. the User has more than one Account;
 - j. the User uses the Terra Land Platform in a manner inconsistent with its intended use.
2. Should the User receive a warning notice under circumstances mentioned in the previous point, they should contact the Terra Land Platform to clarify the matter using the following e-mail address: office@terraland.io

3. Should the reason for terminating the contract stand in suspicion of money laundering and terrorist financing, the Company reserves the right to expire the Tokens issued to the Investor. In such case a refund will be issued to the payment account used for participation in the Project.

XVII. FINAL PROVISIONS

1. These Terms and Conditions may be updated and the amended version shall be effective upon placing it on the Terra Land Platform, unless stipulated otherwise.
2. These Terms and Conditions shall be governed by and construed in accordance with the laws of Estonia
3. Should any court or competent authority determine any provision of these Terms and Conditions to be invalid, illegal or unenforceable under the applicable law of any jurisdiction, such provision or its part will be, to the extent required, deemed non-applicable, which will not affect the validity and effectiveness of other provisions of the Terms and Conditions in that jurisdiction and the legality, validity and effectiveness of the entire Terms and Conditions in any other jurisdiction.
4. Any questions regarding the Terra Land Platform the User may have should be sent at: office@terraland.io
5. In matters not stipulated under these Terms and Conditions, the provisions of the applicable law shall apply.
6. All Users who are consumers are entitled to address a competent supervisory authority, which is the Consumer Protection and Technical Regulatory Authority at Pronksi 12, 10117 Tallinn, e-mail: info@ttja.ee .
7. The User who is a consumer, in the case of a possible dispute, has the right to exercise their claims taking out-of-court measures, i.e. consumer organizations, consumer arbitration court or mediation. For more information on out-of-court measures to exercise User's claims please visit: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.
8. Possible disputes arising between the User who is not a consumer and the Company shall be resolved by the court having jurisdiction over the registered office of the Company or other jurisdiction, selected at the Company's discretion.

NO OFFERING OF TRANSFERABLE SECURITIES. DISCLAIMER

The tokens received as result of participation in the offer are not transferable. This offer is not to be considered a public offering of transferable securities made or registered under the laws of any state. Tokens will not be sold, transferred or delivered, directly or indirectly, within any jurisdiction, except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of any relevant jurisdiction. Distribution of copies of this offer or any related documents are not allowed in those countries where such distribution, purchase or ownership requires any extra measures or is in conflict with the laws and regulations of these countries. The Company is not liable in cases where persons or entities take measures that are in contradiction with the mentioned restrictions.