

## Tokenization platform terms and conditions

### 1. GENERAL PROVISIONS

- 1.1. The following Regulations define the terms and conditions of use of the Software, including the Tokenization Platform by Users
- 1.2. The phrases and expressions in the content of the Regulations, which are capitalized, have the following meaning:
  - 1.2.1. Application - a version of the Software intended for use on mobile devices.
  - 1.2.2. Investor - a User who made the Registration, created an Account, passed the procedures associated with the prevention of money laundering and financing of terrorism, concluded an agreement with the Creator and in accordance with this agreement made the exchange of cryptocurrency, including cryptocurrency TecraCoin for the Project Token.
  - 1.2.3. Account - an area made available to the User, by means of which it is possible to use the Software functionalities. An Account shall be created after the Registration. Within an Account, data on the User is collected.
  - 1.2.4. Software - a computer program within the meaning of the Act of 4 February 1994 on Copyright and Related Rights. The Software is made available in the form of a Platform and also in the form of an Application.
  - 1.2.5. Burning - the process of sending a Token to an address from which no further Token transmission is possible. For the purposes of Burning, a different address has been assigned for each Project.
  - 1.2.6. Platform - the website available at the address <https://teca.space/> which is intended for conducting Collections. The Platform is not used to conduct investment activities.
  - 1.2.7. Project - an undertaking, including an idea, the description of which has been published on the Platform by the Creator.
  - 1.2.8. Terms and Conditions - this document setting out the principles of use of the Platform.
  - 1.2.9. Registration - the procedure of creating an Account.
  - 1.2.10. Tecra - Tecra spółka z o.o. with its registered office in Gorzów Wielkopolski, entered in the Register of Entrepreneurs under KRS No.: 0000752946, NIP 5993235626, with the share capital of PLN 6000 paid in full, which provides and manages the Software. Tecra does not conduct any investment or financing activities.
  - 1.2.11. TecraCoin - a so-called payment token, which is one of the funds exchangeable for Tokens of a given Project. TecraCoin is produced by Tecra and has a settlement function within the Software.
  - 1.2.12. Token - a digital record stored and exchanged in the blockchain network, being a token of legitimacy within the meaning of article 921<sup>15</sup> of the act of 23 April 1964 Civil Code.

The Token is used to confirm the completion of involvement in the Project and conclusion of an agreement with the Creator. The Token is created through a generator made available by Tecra as part of the Software and issued by the Creator. An individual type of Token is assigned to each Project.

- 1.2.13. Creator – A User who made a Registration, created an Account and published information about the Project on the Platform.
- 1.2.14. Agreement - agreement concluded by Tecra with the User, concerning the provision of Services according to the terms set forth in the Regulations. The Agreement is concluded by the acceptance of the Terms and Conditions.
- 1.2.15. Service - a service provided electronically pursuant to the Act of 18.07.2002 on Provision of Electronic Services by Tecra to the User.
- 1.2.16. User - a natural person with full legal capacity, legal person or an organizational unit to which the law grants legal capacity, using the Services pursuant to the Agreement.
- 1.2.17. Collection - an organised and conducted for a specific period of time, under the Terms and Conditions, the process of exchanging cryptocurrency, including TecraCoin cryptocurrency for Tokens of a given Project. The exchange takes place between the Investor and the Creator, based on the agreement concluded by them. Tecra is not responsible for the course of the collection and its effect and the information provided by the Creator.

## 2. INTELLECTUAL PROPERTY

- 2.1. The Software may not be copied or modified, including by deletion, in any way or form, or any part of the Software or any of its functionality, or modified or used otherwise than in accordance with these Terms and Conditions, without the prior written consent of Tecra.
- 2.2. Tecra owns the copyrights in the Software and other intellectual property rights, domain name rights, and rights to templates, forms and logos, which may only be used with Tecra's consent.
- 2.3. Tecra shall have the exclusive rights to the data, indexes and other databases published or made available through the Software.
- 2.4. The User may print out parts of the Website or download them to the hard drive of a computer and transmit them to others, provided that he does so only for information purposes or for other purposes permitted under applicable law.
- 2.5. The User shall not, without the written consent of Tecra, be entitled to:
  - 2.5.1. use the contents of the Software for the purpose of any business or profession;
  - 2.5.2. modify the contents of the Software or incorporate the contents of any other work.
- 2.6. The User is not entitled to translate, adapt, rearrange or make any other changes to the Software, except as permitted by law. The User is not entitled to any rights to use the source codes of the Software.

- 2.7. Apart from the exceptions clearly indicated, the content herein is for general information on Tecra's business (including services) only, and therefore does not constitute an offer within the meaning of the Civil Code Act of 23 April 1964.
- 2.8. In order to enable you to use the Software, Tecra grants the User a non-exclusive, non-transferable, territorially unlimited, non-transferable, time-limited license to use the Software. The license shall entitle the User only to a temporary reproduction of the Software by displaying it in a web browser and to its reproduction by installing the Software in the form of an application on a mobile device in order to use it in accordance with the purpose and functionality specified in the Terms of Use.
- 2.9. Breach of any of the rules described above shall result in liability for infringement of author's economic rights.

### 3. THE ROLE OF TECRA

- 3.1. Tecra is the provider of tools, i.e. Software having functionalities enabling Creators to publish information about the Project and to carry out the Collection, i.e. for persons interested to read information about the Project and to engage in the Project.
- 3.2. Tecra is not a party to the agreements concluded between Creators and Investors concerning Collection and involvement in Projects. The tools made available by Tecra only enable the process of concluding agreements between Creators and Investors.
- 3.3. In addition, Tecra makes available model agreements concerning the realization of the process of Collection and enables the parties to conclude them.
- 3.4. Tecra does not carry out any marketing or promotional activity on behalf of Creators or Projects.

### 4. GENERAL PROVISIONS

- 4.1. Tecra provides the Software as a resource in its information and communication system.
- 4.2. The Software may only be used for its intended purpose and in accordance with the Terms and Conditions. No interference with the operation of the Software shall be permitted.
- 4.3. In order to use the Software it shall be necessary to have an Internet access device, an email address and an Internet browser. In order to use the Application it is additionally necessary to have a mobile device.
- 4.4. The use of the Software requires an active internet connection.
- 4.5. The User shall ensure on own and at sole responsibility that the technical requirements of the mobile device are met, that it is configured, that the software is up to date and that it has access to the internet.
- 4.6. Equipment shall meet the following requirements:
  - 4.6.1. the mobile device should have an Android operating system version no older than 4.00 or an iOS (Apple) operating system version no older than 8.0;

4.6.2. computers (including: laptops, PCs) should have the ability to run a web browser.

## 5. TECRA'S RIGHTS

- 5.1. Tecra is entitled to verify your compliance with these Terms and Conditions.
- 5.2. Verification of compliance with the provisions of the Terms and Conditions may be done in particular by verifying that the User complies with the relevant provisions of the Terms and Conditions, including by verifying the Project description.
- 5.3. Tecra reserves the right to remove any content, including images and other materials, which in any way violate the law, third party rights, decency, fair competition or the Terms and Conditions.
- 5.4. Tecra shall be entitled to suspend your Account if it is used to act in any way that is unlawful, infringes the rights of third parties, decency, fair competition or the provisions of the Terms and Conditions.
- 5.5. The User will be informed of the fact and reasons for removal of content or suspension of the Account.
- 5.6. Tecra is entitled to demand explanations from the User regarding compliance with the provisions of the Terms. In particular, Tecra may request clarification from the Creator regarding the content of the Project description. Tecra may admonish the User by e-mail and may give the User a warning by e-mail.
- 5.7. In the event that Tecra is found to be in violation of the Terms and Conditions or the laws, Tecra may:
  - 5.7.1. remove the content;
  - 5.7.2. suspend the Account;
  - 5.7.3. delete the information about the Project;
  - 5.7.4. remove the Project from the ranking list;
  - 5.7.5. terminate prematurely the Collection;
  - 5.7.6. refuse to post information about the Project;
  - 5.7.7. refuse to place the Project on the ranking list.
- 5.8. Tecra may inform Users of the reasons for its actions.
- 5.9. In the event of an early termination of the Collection, Tecra will not refund the commissions received. The funds received as part of the Collection are returned by the Creator to the Investor in accordance with the terms of the agreement between the Creator and the Investor.

## 6. SOFTWARE USAGE AGREEMENT

- 6.1 As soon as you accept these Terms, you enter into an Agreement with Tecra to use the Software and provide the Services on the terms and conditions set out in the Terms and Conditions. The User is obliged to read the Terms and Conditions in detail before accepting them.

- 6.2 Tecra makes the Software available via [www.tecra.space](http://www.tecra.space) in the form of a Platform and as an Application.
- 6.3 The User shall only download the Software from secure sources authorised by Tecra.
- 6.4 The Software is a tool that allows publishing information about Projects and to carrying the Collections.
- 6.5 The User can read the information made available on the Platform and the Application without registering.
- 6.6 In order to complete the Registration process, the User shall read the Terms and Conditions and the Privacy Policy and accept their provisions.
- 6.7 The completion of the Registration, as well as the logging into the Account may be subject to the User's identity verification procedure pursuant to the provisions of the anti-money laundering and anti-terrorist financing regulations.
- 6.8 Each User may have only one Account.
- 6.9 The User acknowledges that after the performance of the Service, and thus the performance, the User shall not have the right to withdraw from the Agreement. Acceptance of the provisions of these Terms and Conditions, and starting to use the Services means that the User agrees to perform the Service before the expiry of the deadline for withdrawal from the Agreement.

## 7. SERVICES

- 7.1. Tecra provides the following Services:
  - 7.1.1. access to the content posted on the Software, including the Platform;
  - 7.1.2. Registration of an Account;
  - 7.1.3. provision of information about the Platform in the form of a newsletter;
  - 7.1.4. use of the functionality of an Account, including:
  - 7.1.5. the option to conclude an agreement between the Creator and the Investor;
  - 7.1.6. the option to store agreements concluded between the Creator and the Investor;
  - 7.1.7. the option to make the assignment of agreements.
- 7.2. In order to complete the Registration and create an Account, it is necessary:
  - 7.2.1. indicate the username in the registration form;
  - 7.2.2. indicate your email address in the registration form;
  - 7.2.3. Provide in the registration form other required data;
  - 7.2.4. enter a password;
  - 7.2.5. set a new password in accordance with the accepted requirements;
  - 7.2.6. verify that it is not a bot;
  - 7.2.7. read the Terms and Conditions, Privacy Policy and other documents;
  - 7.2.8. accept the provisions of the Terms and Conditions, Privacy Policy and other documents and give the required consents.

- 7.3. During the Registration and Account creation process, the User is obliged to provide correct identification and address data, consistent with the data contained in public registers. The User shall be obliged to update this data on an ongoing basis.
- 7.4. The User, whose Account has been suspended, cannot use another Account or make another Registration.
- 7.5. The User can have only one Account.
- 7.6. The User who made a Registration and created an Account may, through the Software functionalities, for example:
  - 7.6.1. publish information about Project;
  - 7.6.2. make a Collection;
  - 7.6.3. make an investment in the selected Project;
  - 7.6.4. buy TecraCoin;
  - 7.6.5. exchange TecraCoin or USDT, ETH for Project Tokens.

## 8. INVOLVEMENT IN THE PROJEC

- 8.1. Becoming an Investor requires successfully completing the Registration process and creating an Account.
- 8.2. Using the functionalities of the Software, the Investor may acquire TecraCoin and, as part of the ongoing Collection, exchange the TecraCoin, USDT, ETH held (i.e. saved in his wallet) for Token/s of the Project of his choice.
- 8.3. In order to effectively engage in a given Project, it is necessary for the Investor to conclude an agreement with the Developer of a given Project.
- 8.4. The Investor may obtain TecraCoin:
  - 8.4.1. by exchanging other cryptocurrencies and currencies permitted on the Platform for TecraCoin via the Platform;
  - 8.4.2. by purchasing TecraCoin on a cryptocurrency exchange;
  - 8.4.3. by purchasing TecraCoin through the payment gateway provided;
  - 8.4.4. through the process of "digging up" TecraCoin as part of so-called "mining".
- 8.5. Tecra is not responsible for the outcome of an engagement with a Project, nor is it responsible for the success of a particular Project. When entering into an agreement with the Creator and exchanging TecraCoin, USDT, ETH, the Investor acts at his own risk.

## 9. TOKEN

- 9.1. The ability to create a Token for a particular Project is exclusive to the Project Creator.
- 9.2. The Token is created using the generator provided by Tecra. The Token is created by Tecra, upon request of the Creator.
- 9.3. The Creator of the Project is the sole issuer of the Token.

- 9.4. The Creator shall specify the following Token parameters:
- 9.4.1. the name of the Token;
  - 9.4.2. the number of Tokens made available to Investors;
  - 9.4.3. the unit price of the Token;
  - 9.4.4. the type of benefit for the Investor and the manner of its achievement, which the Creator undertakes to pay, grant, transfer to a person fulfilling the conditions specified in the agreement concluded with the Creator.
- 9.5. The Token may only be exchanged for TecraCoin, USDT, ETH.
- 9.6. A given Token is assigned exclusively to one Project.
- 9.7. The principles of passing the Token to the Investor are regulated by the agreement concluded between the Creator and the Investor.

## 10. PROJECT

- 10.1. The Project is an undertaking planned by the Creator. The Project falls within the scope of research and development activity or services other than financial services, investment services, investment of funds, etc.
- 10.2. The Creator does not conduct investment activity.
- 10.3. The Creator determines and publishes information containing:
- 10.3.1. name of the Project;
  - 10.3.2. objective of the Project
  - 10.3.3. team constituting the Project;
  - 10.3.4. roadmap of the Project.
- 10.4. The Creator moreover:
- 10.4.1. creates and publishes marketing documents for the Project;
  - 10.4.2. builds business model
  - 10.4.3. publishes information about Project partners;
  - 10.4.4. creates and makes available video materials
  - 10.4.5. posts links to Project website and social media; 10.4.6;
  - 10.4.6. creates and publishes pitch deck or other presentations in PDF format.
- 10.5. Each Project is assigned an individual Token created on the request of the Creator.
- 10.6. The Creator is obliged to include in the description and other materials concerning the Project only information which is reliable, truthful and does not violate the rights of third parties, nor is misleading. Particularly, it is forbidden to publish materials containing copyrights and related rights, know-how, other intellectual property rights vested in third parties, without the consent (including license) granted by third parties or in violation of the provisions of the consent (license).

- 10.7. Upon publication of the materials, the Creator grants Tecra a non-exclusive, royalty-free license to use the content (including materials, graphic marks) and image (in the case of its publication) in the following fields of exploitation:
- 10.7.1. recording and multiplication of the work - production of copies of the work using a specified technique, including digital, magnetic recording, printing and reprographic techniques;
  - 10.7.2. within the scope of circulation of the original or copies on which the work has been recorded - circulation of the original or copies of the work;
  - 10.7.3. within the scope of distribution of the work in a manner other than specified above - public performance, exhibition, display, reproduction as well as broadcasting, re-broadcasting as well as making the work available to the public in a manner allowing everyone to have access to it in a place and time selected by themselves, including making the work available on the Internet.
- 10.8. The scope of the license includes the right of Tecra to use the content within the Software in order to ensure the functioning, promotion and advertising of the Software and the content placed in the Software by third parties, as well as to inform about the activities of the Software - also after the resignation of the Creator from using the Software, including deletion of the Account.
- 10.9. In the event that the content published by the Creator contains the image of the Creator and/or third parties, the Creator grants Tecra a free license to use the image, in particular for marketing and promotional purposes, on the principles and fields of exploitation indicated above.
- 10.10. The Creator is fully liable to Tecra for damages caused by the inclusion in the Software of content that violates the rights of third parties.

## 11. RULES FOR CONDUCTING THE COLLECTION

- 11.1. The Project Creator shall determine:
- 11.1.1. the start and end dates of the Collection;
  - 11.1.2. the Collection Amount
  - 11.1.3. the method of conducting the Collection;
  - 11.1.4. information on the total number of Tokens issued;
  - 11.1.5. conditions for participation in the Project;
  - 11.1.6. conditions of obtaining benefits by the Investor.
- 11.2. Detailed principles of investment are determined between the Creator and the Investor in a separate agreement.

## 12. PROJECT RANKING

- 12.1. Tecra maintains a ranking list of Projects on the Platform.



- 12.2. In order for a Project to be placed on the ranking list, it must first undergo an evaluation process. The evaluation may be carried out by an Advisor or a team of Advisors.
- 12.3. Tecra has no influence on the results of the analyses and evaluations, including those carried out by the Advisor or the team of Advisors. Tecra is not responsible for the results of analyses and evaluations performed by the Advisor or the team of Advisors, or for the course of the Creator's relationship with the Advisor.
- 12.4. The evaluation process may involve analysis of documents and information received from the Creator. In such case, the Creator will be asked to provide the relevant documents, information.

### 13. FEES AND COMMISSIONS

- 13.1. Where indicated in the Terms and Conditions, Tecra shall apply commissions and fees in connection with the use of the Software.
- 13.2. Tecra charges the following commissions to the Creator:
  - 13.2.1. 7% of the collected amount within the Collection - in the event of a positive completion of the Collection (i.e. collection within the Collection of the amount specified by the Creator);
  - 13.2.2. 3% \_\_\_\_\_ for TecraCoin Holders registered on the Platform;
  - 13.2.3. 2% \_\_\_\_\_ for the benefit of TecraSpace
  - 13.2.4. 2% \_\_\_\_\_ in the event of a Burn.
- 13.3. Tecra reserves the right to change fees and commissions.

### 14. LIABILITY

- 14.1. Tecra shall only be liable for damages incurred by the User in connection with improper performance of the Services to the extent set out in the Terms and Conditions.
- 14.2. Tecra shall be liable as for its own act or omission, for acts or omissions of persons with whose help it performs services provided electronically, as well as persons to whom it entrusts the performance of such services.
- 14.3. Tecra's total aggregate liability for tort, non-performance or improper performance of the Agreement, including for loss of profits, loss of or damage to data or information, whether or not arising under the Agreement, shall be limited to PLN 1.
- 14.4. Tecra shall not be liable for non-performance or improper performance of the Services if caused by third parties (in particular Tecra telecommunications, Tecra email, telecommunications and electricity providers).
- 14.5. Tecra shall not be liable for any inability or hindrance to use the Services due to reasons attributable to the User, in particular for the loss or coming into possession by third parties (by whatever means) of identification data, passwords to the Account.

- 14.6. Tecra shall not be liable for damages caused by the actions or omissions of Users, in particular for their use of the Services in a manner inconsistent with applicable law, the Terms and Conditions, available instructions or their intended use.
- 14.7. Tecra shall not be responsible for the timeliness, correctness, completeness or accuracy of any content posted by Users.
- 14.8. Tecra shall not be liable for any inadequacy or defect in the User's computers, software and installations and shall not repair, adjust or adapt them.
- 14.9. If a malfunction occurs, it shall be rectified as soon as possible and in the order in which it was reported. If the defect cannot be remedied within 5 (five) business days of being reported, Tecra will set a date for the remedy and communicate this information to the notifying User.
- 14.10. Tecra shall not be responsible for the behaviour of Users, nor for improper performance or non-performance of agreements concluded between the Creator and the Investor.
- 14.11. Tecra shall not be liable for the consequences of actions undertaken by Users and third parties in breach of the Terms and Conditions.
- 14.12. Tecra is not responsible for the quality, safety or legality of the Projects, the ability of the Creator to carry out the Project, the solvency of the Creator and the truthfulness and reliability of the information and other content given/transmitted by Users within the Platform.
- 14.13. The User is fully responsible for his/her actions and omissions in relation to the use of the Software and, in particular, may be liable for damages to Tecra or to other Users.
- 14.14. Tecra reserves the right to temporarily discontinue the Services in the event of failure, maintenance or upgrade of the ICT system. In the event of a complete shutdown of the Software, an appropriate notice will be published on the Website.
- 14.15. If the Services are discontinued for a total period of more than 8 hours in a calendar month, the User shall be entitled to request a reduction of the Fee for a given month by the amount of PLN 1 for each hour exceeding the above-mentioned time dimension.

## 15. COMPLAINTS PROCEDURE

- 15.1. Complaints about services provided electronically under these Terms and Conditions may be filed in the form:
  - 15.1.1. in writing to the Company's address;
  - 15.1.2. electronically, by e-mail to [platform@tecra.space](mailto:platform@tecra.space)
- 15.2. A complaint shall be considered within 14 days from the date of its receipt.
- 15.3. A complaint shall contain the following information: the complainant's identification data (name, surname, e-mail address indicated during Account registration, customer number), description of the reported problem, indication of the date on which the problem occurred (day, month, year).

- 15.4. In the event that the complaint does not contain the information necessary to process the complaint, Tecra shall request the complainant to complete the complaint to the extent necessary, and the period of 14 days shall run from the date of delivery of the completed complaint.
- 15.5. The answer to the complaint shall be sent only to the email address assigned to the User Account.
- 15.6. In the event that the person submitting the complaint does not have a User Account, the answer to the complaint shall be sent to another e-mail address or in writing to the address indicated in the complaint.
- 15.7. In the event of an appeal against the decision on the complaint, the provisions of clauses 15.2 to 15.6 shall apply accordingly.

## 16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. The Agreement and any dispute arising out of the Agreement shall be governed by the laws of Poland.
- 16.2. All disputes relating to the Services provided by Tecra through the Software to consumers shall be resolved by the applicable Polish common courts.
- 16.3. A User who is a consumer may use the out-of-court settlement of complaints and claims before the Permanent Consumer Arbitration Court at the Regional Inspector of the Trade Inspection in Poznań. Information on how to access the aforementioned procedure and dispute resolution procedures can be found at the following address: <http://www.uokik.gov.pl>, under the tab "Settlement of consumer disputes". If you are a consumer, you can also use the EU online ODR platform, available at the following address: <http://ec.europa.eu/consumers/odr/>. Detailed information about the notification procedure can be found here.
- 16.4. Tecra may attempt to amicably resolve a dispute with a Business User, through an independent mediator, upon Tecra's prior approval of the mediation.
- 16.5. If the User requests mediation and Tecra accepts the proposal, mediation will be conducted by a mediator or mediators from the Wielkopolska Center for Arbitration and Mediation at the Wielkopolska Chamber of Commerce and Industry, in accordance with the mediation rules applied by the Center. Tecra will bear a reasonable portion of the total cost of mediation, which will be determined by the parties each time. The list of mediators and the mediation regulations are available at: <https://caim.com.pl/>.
- 16.6. Any disputes arising from the Agreement shall be finally settled by the Court of Arbitration at the Polish Chamber of Commerce for Blockchain and New Technologies with its seat in Warsaw, in accordance with the Rules of that Court in force on the day of commencing the proceedings. The place of arbitration shall be Warsaw. The language of the arbitration proceedings shall be Polish. The award of the Court of Arbitration by the Polish Chamber of

Commerce for Blockchain and New Technologies with its registered seat in Warsaw shall be final and binding upon the Parties.

## 17. SAFETY RULES

- 17.1. Tecra informs you that in connection with your use of the electronically provided services, you remain exposed to risks, including but not limited to:
  - 17.1.1. Spyware;
  - 17.1.2. impersonation for the purpose of phishing;
  - 17.1.3. computer viruses;
  - 17.1.4. spam.
- 17.2. Threats concern not only computers but also other portable equipment e.g. smartphones, tablets.
- 17.3. Spyware is software that can be secretly installed on your device, e.g. by accessing a crafted website or running a file sent in the mail. It can monitor/send to the attacker both the data stored on the device and the user's actions: mouse movements, text typed on the keyboard, camera and microphone viewing/listening.
- 17.4. Phishing is the placement of fake websites on the Internet, imitating the original ones, and persuading Users to log on to them, e.g. by sending a crafted e-mail message that pretends to be a message from a genuine institution or person. The aim is to intercept access data to the service (login, password).
- 17.5. A computer virus is malicious software that is transmitted by writing an infected file to a data carrier e.g. hard drive, flash drive. The purpose of the virus is to steal or delete data, interfere with the operation of the device or take control over it. The most common way to become infected with a computer virus is by downloading files from an untrusted Internet source or by opening an attachment in an e-mail.
- 17.6. Spam is unsolicited or unnecessary electronic messages sent to many recipients at once. They often carry computer viruses, spyware, and links to malicious sites.
- 17.7. To ensure safe use of the Internet, each user shall:
  - 17.7.1. take care of the security of the device being used. In particular, the device shall have an antivirus program with an up-to-date virus definition database, a current and safe version of its Internet browser and a firewall that is activated.
  - 17.7.2. Check periodically that the operating system and software installed on the device have the latest updates, as attacks take advantage of errors detected in previously installed versions of software.
  - 17.7.3. Secure access data to services offered on the Internet - e.g. logins, passwords, PINs, electronic certificates, etc. Such data should not be disclosed or stored on the device in a form that can be easily accessed and read.

- 17.7.4. Be cautious about opening attachments or clicking on links in unsolicited messages, for example from unknown senders. If in doubt, contact the sender.
- 17.7.5. Use anti-phishing filters, or other tools to check for phishing sites.
- 17.7.6. Download and install files from trusted sources only.
- 17.7.7. Set secure and hard-to-crack passwords for Wi-Fi access. It is also recommended that you use trusted Wi-Fi encryption standards, such as WPA2.
- 17.7.8. Control physical access to devices.

## 18. PRIVACY

- 18.1. Tecra processes the personal data of Users who are natural persons, mainly for purposes related to the provision of the Services through the Platform, as well as due to legal obligations and in order to pursue its legitimate interests.
- 18.2. The User is obliged to keep their data, including personal data, uploaded within their profile created within the Account up to date.
- 18.3. Before using the Platform, the User is obliged to read the content of the Privacy Policy. The Privacy Policy is available on the website <https://teca.space/privacy-policy> and constitutes an appendix to the Regulations.
- 18.4. Tecra shall also process data on the basis of regulations governing the prevention of money laundering and terrorist financing (financial security measures, transaction registration, transaction analysis, risk analysis and assessment). Data may be obtained to verify the User's identity (i.e. to confirm the User's identification data), i.e. data obtained from relevant records or documents, data or information from a reliable and independent source (i.e. sanction lists created by law). This information is necessary for the provision of the Services; in addition, Tecra is authorized to process this data by law. Tecra also processes data obtained for the purpose of identifying and assessing the risks of money laundering and terrorist financing, including: information on the business activities carried out, the source of the assets, links to a high-risk third country, the User's status as a politically exposed person or family member of such a person and a person known to be a close associate of a politically exposed person, presence on so-called sanction lists.
- 18.5. In connection with the above, the User will be obliged to present the information required for the verification of his/her identity (e.g. presentation of a photograph of the face, bank account statement), as well as fulfil other obligations resulting from the provisions of law.
- 18.6. As a rule, the Creator is a separate controller of the personal data of the Investors with whom it concludes contracts. Accordingly, Tecra, in order to enable the use of the functionality of the Platform and to perform the agreement, transfers the personal data of the Investor to the Creator. In a situation where Tecra processes personal data on behalf of the Creator it enters into an appropriate agreement with the Creator for the entrustment of the processing of personal data.

The agreement for entrusting the processing of personal data is an integral part of these Regulations.

## 19. AMENDMENT TO THE TERMS AND CONDITIONS

- 19.1. Tecra shall be entitled to amend the Terms and Conditions in the event:
  - 19.1.1. changes in the provisions of law or their interpretation;
  - 19.1.2. the imposition of certain obligations by governmental authorities;
  - 19.1.3. changes in fees;
  - 19.1.4. organisational changes, including those relating to the operation of the Software or User support;
  - 19.1.5. technological and functional changes;
  - 19.1.6. changes in the scope of the provided Services or functionality, including introduction of new ones;
  - 19.1.7. editorial changes.
- 19.2. An amendment to the Terms and Conditions shall become effective within 15 days after the change is notified and the new version of the Terms and Conditions is made available.
- 19.3. Tecra will inform you about the change of the Terms and Conditions and the possibility of accepting the change when you first log in to your Account, counting from the moment the changes become effective.
- 19.4. The new version of the Terms of Use shall be published on the website <https://www.tecra.space/> and sent to the e-mail address assigned to the Account.
- 19.5. Tecra reserves the right to amend the Terms and Conditions without a 15-day period, with immediate effect, in the event:
  - 19.5.1. when the introduction of changes results from a legal obligation or decision of a competent authority, and the necessity of the required changes makes it impossible to comply with the aforementioned 15-day notification period;
  - 19.5.2. the change is necessary due to the need to counteract fraud, malicious software, data breaches or other threats to cyber security.
- 19.6. The User may accept the changes or cancel the Services. If the User does not expressly accept the new version of the Terms and Conditions, the first action you take after the changes take effect shall be deemed to be your acceptance of the Services under the new terms.
- 19.7. If the User does not accept the changes, in order to terminate your Agreement with Tecra, the User must immediately, but no later than 15 days after the announcement of the changes, notify Tecra via [platform@tecra.space](mailto:platform@tecra.space).
- 19.8. The termination of the Agreement as set out above shall be effective 15 days after the notification of the amendments to the Terms and Conditions.

## 20. TERMINATION OF THE AGREEMENT

- 20.1. The Agreement between Tecra and a User is concluded for an unlimited period of time.
- 20.2. The User has the right to terminate the Agreement by giving 30 days' notice.
- 20.3. 20.3 Tecra may terminate the Agreement by giving you 30 days' notice if you repeatedly breach the Terms and Conditions.
- 20.4. 20.4 The termination and dissolution of the Agreement with Tecra does not affect agreements concluded between Creators and Investors.

## 21. LANGUAGE VERSIONS OF THE TERMS AND CONDITIONS

- 21.1. These Terms and Conditions are available in the Polish version and in the English version, available at the following website address: <https://tecra.space>

## 22. VALIDITY

- 22.1. If any provision of these Terms and Conditions is found by a final court decision to be invalid, the remaining provisions shall remain in force.
- 22.2. These Terms and Conditions shall be effective as of 29.04.2021.