

WEBSITE TERMS AND CONDITIONS AND PRIVACY POLICY

Libertas GH

(Registration No: 2017/362986/07)

of 345 Rivonia Road, Rivonia, Gauteng, South Africa, 2128

(as the “Company”)

- 1 In terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended (“ECTA”) these Terms and Conditions (“T&C’s”) are binding and enforceable against all persons that access the **Libertas GH** Platform (the “Platform”) or any part thereof or make use of the Platform.
- 2 If you do not agree with the T&C’s, do not accept and do not click the accept box. Leave immediately and terminate use of the Platform. Any delay in leaving and terminating use of the Platform shall be regarded as the User’s full and unconditional understanding and acceptance of these T&C’s.

3 DEFINITIONS AND INTERPRETATIONS

In these T&C’s, unless the context indicates that some other meaning is intended:

- 3.1 “**User**” means a Registered User who has completed the electronic registration for the Platform as a User who is a natural or a juristic person and utilises the Platform of the Company as listed on the Website;
- 3.2 “**Libertas GH Platform**” or “**Platform**” means the Online Platform located on the Website as well as the exchange platform located at **www.libex.ai**;
- 3.3 “**Libertasgh.com**” means the website hosted on the domain **https://www.libertasgh.com**.
- 3.4 Any words indicated with inverted commas and starting with a capital letter shall bear the definition of the phrase or concept immediately preceding same as if it were included as a definition in terms of this clause;

- 3.5 References herein to the singular include the plural and vice versa; and
- 3.6 Hyperlinks have been used in these T&C's. The fact that some or all of the hyperlinks may be non-operational shall not play a role in the determination of the validity and interpretation of these T&C's.

4 USER INFORMATION

- 4.1 The Company will respect the privacy of the Registered Users and will take reasonable measures to protect it, as more fully detailed below.
- 4.2 When registering on the Platform the Company will require that Registered Users provide it with personal information.
- 4.3 Should the Registered User's personal information change, the Registered User shall inform the Company and provide it with updates to his/her/its personal information as soon as reasonably possible to enable the Company to update such personal information.
- 4.4 The Registered User may choose to provide additional personal information to the Company, in which event the Registered User agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent their affiliation with anyone or anything.
- 4.5. A User may log in to the Platform by its email address or mobile number that it have provided or confirmed or any other means permitted by the Company. The Company accounts can only be used by the User whose name they are registered under. The Company reserves the right to suspend, freeze, or cancel accounts that are used by persons other than the Users whose names the accounts are registered under. The Company will also not take legal responsibility for these accounts.

5 PURPOSE AND MANNER OF PERSONAL DATA COLLECTION AND USE

- 5.1. The Company collects and processes personal data in accordance with the provisions of the European Union General Data Protection Regulation (“GDPR”) and Protection of Personal Information Act, No 4 of 2013 (“POPIA”), as amended and other regulations in force in the Republic of South Africa.

6 PRIVACY STATEMENT IN TERMS OF THE GDPR AND POPIA

- 6.1 The following data will be collected:

6.1.1 The Registered User’s Libertasgh.com ,IP address, non-personal browsing habits and click patterns.

6.1.2 As and when necessary, The Company may electronically collect, store, disclose and/or use the personal information.

6.1.3 Information collected from Registered Users is required to utilise the functionality of the Platform and such information shall not be used for any other purpose without the Registered User’s prior consent.

6.1.4 All information collected is kept strictly confidential, and all reasonable steps are taken to ensure that information is secured in storage until ultimate destruction. It will not be shared with any third party without the prior written consent of the Registered User.

6.1.5 The Company shall take all reasonable steps to protect the personal information of Registered Users and is committed to respecting the privacy of the Registered User’s personal information. For the purpose of these T&C’s, “personal information” shall be defined as detailed in the POPIA. As and when necessary, The Company may electronically collect, store, disclose and/or use the Registered User’s personal information.

- 6.1.6 The Company will ensure that all its employees, third-party service providers, (including their employees and third-party service providers) having access to the Registered User's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the Registered User's personal information and that such confidentiality meets any applicable law, regulation, legal process, or enforceable governmental request.
 - 6.1.7 The Registered User's personal data will be hosted and stored in countries which might not have the adequacy decision of the European Union; other third-party contractors may have access to the Registered User's data only for the purpose specified herein, and the access of such third parties is strictly controlled.
 - 6.1.8 Whenever the Company is sending data to countries that are not providing the same level of protection as the EU's GDPR, the Company will use appropriate safeguards to protect the Registered User's personal data, including but not limited to Standard Contractual Clauses for Processors.
- 6.2 The Company collects stores and uses the abovementioned information in order to:
- 6.2.1 Communicate requested information to Registered Users;
 - 6.2.2 Respond to queries, responses or complaints submitted by Registered Users;
 - 6.2.3 Process orders or applications for The Company Products and/or services;
 - 6.2.4 Create Products or services that may meet the future requirements of Registered Users;
 - 6.2.5 Provide Registered Users with access to restricted pages on the Platform; and
 - 6.2.6 Compile non-personal statistical information about browsing habits, click patterns and access to the Platform.

- 6.3 Personal information detailed above is collected and/or stored either electronically using “cookies” or is provided voluntarily with the Registered User’s knowledge and consent. The Registered User can determine any use of cookies through your browser settings but note that turning off cookies may cause certain features of the online services or Platform to be unavailable to the Registered User.
- 6.4 The Company may further collect non-personal information, for example, the Registered User’s IP address, the date and time of their visits to the Platform, and browser history, to recognise the Registered User during any subsequent visits to the Platform and/or use of the online services. The Company may further use this non-personal information to develop future products and/or services to meet the Registered User’s requirements and needs.
- 6.5 The Company owns and retains all rights to the non-personal statistical information collected and compiled by the Company.
- 6.6 The Company will not share the Registered User’s personal information outside of the Company except in the following cases:
- 6.6.1 With prior consent;
 - 6.6.2 With its employees and/or third-party service providers who assist with the Platform;
 - 6.6.3 When processing of information is necessary for the performance of a contract with the Registered User;
 - 6.6.4 When The Company has a legal obligation to share the information;
 - 6.6.5 When the information is necessary in order to protect the vital interests of the Registered User or of another person;
 - 6.6.6 When the information is necessary for the performance of a task carried out in the public interest or the exercise of official authority vested;

6.6.7 When the information is necessary for the purposes of the legitimate interests pursued by the Company or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Registered User which require protection of personal data.

6.7 A User is not allowed (hereinafter “Prohibited Practices”) to:

6.7.1 Use the Platform in a manner which may cause damage to the Company, other Users or any third party;

6.7.2 Undermine the security or integrity of any of the Company’s computing systems or networks;

6.7.3 Use the Platform in any way to impair functionality or interfere with other Users;

6.7.4 Access the Platform or Website without permission;

6.7.5 Make use of the Company’s systems to commit fraud;

6.7.6 Act in a manner that is disrespectful or abusive to the Company systems and staff;

6.7.7 publish, upload, exchange or transmit Prohibited Content;

6.7.8 publish, upload, exchange or transmit any content that the Registered User knows to be false or untrue, or has justifiable reasons to believe it to be false or untrue, and whose use may cause damage to the Company , other Users or third parties;

6.7.9 for any Registered User misrepresenting him/her/itself for the purpose of deceiving the Company, the Users or third parties;

- 6.7.10 publish, upload, exchange or transmit to the Company, other Users or third parties any unwanted notices or other content of commercial or malicious nature, without prior request or consent, mainly including notices and other content of the same or similar nature;
 - 6.7.11 purposeful publishing, uploading, exchange or transmission of any content containing computer viruses, worms, and programs that may obstruct or hinder the regular operation of the Platform, cause damage or destruction of any computer program, or any computer and other equipment owned by the Company other Users or third parties;
 - 6.7.12 collect, process or use personal data of the Registered Users or third parties in an unauthorised manner;
 - 6.7.13 engage in overt or covert advertising (verbal or graphic representation of Products, personal names, names of companies, names, trademarks (registered or unregistered trademarks and service marks), businesses etc.) in an unauthorised manner;
 - 6.7.14 take any acts of unfair competition, will not disturb the normal order of online transactions, and will not engage in any acts unrelated to online transactions;
 - 6.7.15 not use any data on the Company for commercial purposes, including but not limited to using any data displayed on the Platform through copy, dissemination or any other means without prior written consent of the Company;
- 6.8. The Company shall have the right to unilaterally determine whether a User has violated any of the covenants above and, according to such unilateral determination, apply relevant rules and take actions thereunder or terminate services to a User, without its consent or prior notice to it. As required to maintain the order and security of transactions on the Platform, the Company shall have the right to close relevant orders and take other

actions in case of any malicious sale or purchase or any other events disturbing the normal order of transaction of the market.

- 6.8.1. If the violation or infringement has been held by any effective legal documents issued by judicial or administrative authorities, or the Company determines at its sole discretion that it is likely that the User has violated the terms of this agreement or any other applicable rule, law or regulation, the Company shall have the right to publish on the Platform such alleged violations and the actions that having been taken against the User by the Company.
- 6.8.2. The Company shall have the right to delete any information published by User on the Platform in violation of these T&C's any notice to the User and impose penalties for the publication of such information which shall be at the sole discretion of the Company and in accordance with the relevant rules, legislation and regulations that may apply.
- 6.8.3 As to any act a User may have carried out on the Platform, including those not carried out on the Platform but have had impacts on the Platform, the Company and its users, the Company shall have the right to unilaterally determine its nature and whether it constitutes violation of these T&C's or any rules, and impose punishments accordingly.
- 6.8.4. The Company shall not be liable for any loss, damage, cost; reputational or otherwise, incurred by a User as result penalties imposed by it due to a User's violation of these T&C's.

7 COLLECTION AND PROCESSING OF PERSONAL DATA BY OTHER USERS OR THIRD PARTIES

- 7.1. The Platform contains content and may contain Links to third-party Platform, through which other Registered Users or third parties may gain authorised or unauthorised access to the Registered User's personal data. These T&C's do not apply to the collection, processing or use of personal data that the Registered User has communicated to other Registered Users and/or third parties. It is in the Registered User's best interest to

acquaint themselves with the rules of personal data protection, and the protection of privacy applied by other Registered Users and/or third parties.

8 MODIFICATION AND DELETION OF PERSONAL DATA

8.1. The Registered User is legally entitled to request modification or deletion of their personal data or deletion from the Registered User database at any time. Modification or deletion of data shall be effected on the basis of an appropriate notice addressed to The Company.

9 USER ACCOUNT SECURITY

9.1 A User shall be solely responsible for the safekeeping its account and password. A User shall be responsible for all activities under its log-in email, account and password (including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement or online purchase of services, etc.).

9.2. A User hereby agrees that:

9.2.1. It will notify the Company immediately if it is aware of any unauthorized use of its account and password by any person or any other violations to the security rules;

9.2.2. A User will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the Website/ Platform/ service; and

9.2.3 A User will log out of the Platform by taking proper steps at the end of every visit. The Company will not be responsible for any loss caused by a User's failure to comply with this provision.

10 COMPANY SERVICES

- 10.1. A full description of the services offered by the Company may be found at: <https://libertasgh.com>.
- 10.2. In addition to the above a User may post deal information, access to the pricing and dealing information of a deal and carry out the deal, participate in activities organized by the Company and enjoy other information services and technical services.
- 10.3. Any disputes between Users arising from any transaction on the Platform, shall be submitted to the company via the dispute reporting mechanism available on the Platform. Once submitted, the Company shall have the sole discretion to make a determination on such dispute. A User hereby acknowledges and accepts the discretion and decision of the Company. A User further, acknowledges and agree that, the Company may, on requests from governmental authorities (including judicial and administrative departments), provide User information, transaction records and any other necessary information. If it is alleged that a User has infringed upon another User's intellectual rights or other legitimate interests, the Company may provide the necessary ID information of such User to the interest holder if the Company preliminarily decides that the infringement exists.

11 TERMINATION OF AGREEMENT

- 11.1. The Company shall have the right to terminate all or part of the Service to you, temporarily freeze or permanently freeze (cancel) the authorizations of your account on the Platform at the Company's sole discretion, without any prior notice, due any Prohibited Practice committed by the User or if the outcome of a dispute in terms of 10.3 directs that the Company will be doing so.
- 11.2. The Company shall have the right to keep and use the transaction data, records and other information that is related to a User's account subsequent to termination.
- 11.3. In case of any of the following events, the Company shall have the right to directly terminate this agreement by cancelling your account, and shall have the right to

permanently freeze (cancel) the authorizations of your account on the Platform and withdraw the corresponding Company account thereof:

- 11.3.1. after the Company terminates services to you, should the Company detect that you may have registered or should you register in any other person's name as a Platform user again, directly or indirectly;
 - 11.3.2. should the main content of the User information that you have provided be untruthful, inaccurate, outdated or incomplete;
 - 11.3.3. should you expressly state and notify Company of your unwillingness to accept any amendment of these T&C's;
 - 11.3.4. any other circumstances where the Company deems it should terminate the services.
- 11.4. After the account service is terminated or the authorizations of your account on the Platform is permanently frozen (cancelled), the Company shall not have any duty to keep or disclose to you any information in your account or forward any information you have not read or sent to you or any third party.
- 11.5. After the Company suspends or terminates Services to you, your transaction activities prior to such suspension or termination will be dealt with according to the following principles:
- 11.5.1 The Company shall have the right to delete, at the same time of suspension or termination of services, information related to any un-traded coin tokens that you have uploaded to the Platform prior to the suspension or termination;
 - 11.5.2. If you have reached any purchase agreement with any other User prior to the suspension or termination but such agreement has not been actually performed, the Company shall have the right to delete information related to such purchase agreement and the coins in question;

11.5.3. If you have reached any purchase agreement with any other User prior to the suspension or termination and such agreement has been partially performed, the Company may elect not to delete the transaction; provided, however, the Company shall have the right to notify your counterparty of the situation at the same time of the suspension or termination.

12 SERVICE FEES

- 12.1 All Users are liable to the Company for the fees attributed to the Services as it appears on the Website and/or Platform.
- 12.2. Users are required to make payment of all fees to the bank account specified on the Website and/or Platform.
- 12.3. Should a User fail to make payment or fail to make payment timeously, the User shall be in Breach of these T&C's and the Company reserves the right to suspend, terminate or limit the Services that the User has access to.

13 COOKIES

- 13.1 We reserve the right to use cookies.
- 13.2 A cookie is a group of data serving as the Registered User's anonymous individual identifier that is sent by it's browser Platform. Cookies are sent when the Registered User accesses the Platform. They are stored on the Registered User's computer and serve to record information about the Registered User's subsequent online visits. Therefore, after a cookie has been stored on the Registered User's computer every time the Registered User returns to the Platform, it shall look for the cookie in order to read the stored data.
- 13.3. A cookie is an anonymous individual identifier; it does not contain or send any personal information to the Platform that is stored on a Registered User's computer but only enables faster and more efficient activation of information, data and settings previously communicated during access and use of the Platform.

13.4. The Registered User can modify or disable cookies through the Options or Settings of their browser that allows the Registered User to select an appropriate option for receiving cookies or even to disable them entirely. However, disabling cookies completely will reduce the efficiency of some content available on some Platform.

13 LINKS TO OTHER SITES

13.1. The Website and/or Platform may contain links to other sites. If a User clicks on a third-party link, it will be directed to that site. Note that these external sites are not operated by the Company. Users are strongly advised review the Privacy Policy of these websites.

14. BREACH

14.1. Should either Party:

- 14.1.1. commit any breach any of the terms and/or conditions of this Agreement, and fail to remedy such breach within a period of 7 (seven) days after receipt of written notice requiring it to do so; or
- 14.1.2. repeatedly breach any of the terms and/or conditions of this Agreement in such a manner as to justify the other Party (“Innocent Party”) in holding that the breaching Party's conduct is inconsistent with the intention or ability of the breaching Party to carry out the provisions of this Agreement; the Innocent Party shall be entitled, without prejudice to any alternative or additional right of action or remedy available to them under the circumstances, to cancel the Agreement with 30 (thirty) written days’ notice.

14.2. The provisions of clause 14 do not constitute a waiver by any Party of its common law rights and remedies arising from any breach of this Agreement.

15 GOOD FAITH

15.1. The Parties will at all times act in good faith towards each other and will not bring any of the other Parties into disrepute.

16 NO REPRESENTATIONS

16.1. A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in these T&C's.

17 WARRANTIES ON CAPACITY

17.1. Each Party warrants that:

17.1.2. It has the legal capacity and has taken all necessary corporate action required (where applicable) to empower and authorise it to enter into and implement these T&C's on the terms and conditions herein set out.

17.1.3. These T&C's constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms.

18 CHANGES TO THESE T&C's

18.1. The Company may update our these T&C's from time to time. Thus, Users are advised to review this page periodically for any changes. The Company will notify Users of any changes by posting the new T&C's on the Website. These changes are effective immediately, after they have been posted.

19 CONTACT US

19.1. If you have any questions or suggestions regarding these T&C's, do not hesitate to contact ziyaad@libertasgh.com.