

TERMS & CONDITIONS

1. WHO WE ARE

- 1.1. Qrbp.io is a platform (the **Platform**) designed to utilize dynamic QR codes tied to physical products accompanied by NFTs to provide buyers and manufacturers with an intuitive, immutable and transparent way of product authenticity certification.
- 1.2. The Platform will be operated by, and the Platform services will be provided by Qrbp UAB, legal entity code 306356020, registered office address Vilnius, Tilto g. 1, and Digital Faktor GmbH, legal entity code HRB 251246 at district court Munich, Blütenstraße 15, 80799 Munich, Germany (further - **we** or the **Platform Owner**). You may contact us using the following contact information:

Email address: info@qrbp.io

Wallet-address 1: 0xc9a0BAa1EEed0592d370866f312C8Aac2ABB0cdfB / Wallet-address 2:
10x42A6e8b58D44546FC0D2356e509d716Ba141C572

2. WHAT DO THESE TERMS & CONDITIONS MEAN?

- 2.1. These Terms & Conditions (the **Terms**) constitute an agreement between us (the Platform Owner) and you under which we will enable you to become a user of the Platform (the **User**). The Terms include the Privacy Policy and the Cookie Policy as an inseparable part.
- 2.2. The services of the Platform are for the moment exclusively B2B services. You have the right to use the Platform only if you are acting within the scope of an economic (business) activity, are able to enter into a binding agreement with the Platform Owner in accordance with applicable law, and only if you comply with these Terms and applicable law.
- 2.3. The Platform is provided by us without any warranty of any kind, whether express or implied.

3. ACCOUNT

- 3.1. In order to be able to use the Platform, you will be asked to create an account on the Platform (the **Account**). As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - a) Name
 - b) an email address
 - c) a mailing address
 - d) a password
- 3.2. You warrant that any information you give to the Platform in the course of completing the registration process will always be accurate, correct and up to date.
- 3.3. You are responsible for all activities that occur under your Account, and you must ensure the security of your login data, passwords or other data that may be used to access your Account. However, if you notice any unauthorized use of your Account, please contact us immediately.

- 3.4. You may change data in your Account, add or remove your photo at your own discretion. When entering data or uploading a photo, you must ensure that by doing so you do not infringe the rights

and/or legitimate interests of third parties and/or legal requirements (for example, upload only your photo or another photo or image only if you have authority to do so).

- 3.5. To create an Account, you will be asked to provide accurate and complete information about the User and to agree to these Terms and the Privacy Policy.
- 3.6. We process the data you provide to us for the purposes and in accordance with procedure described in the Privacy Policy.
- 3.7. The User may close its Account at any time. The Platform may close the Account after 12 months of inactivity.

4. Platform Services

- 4.1. The Platform issues the QRBP token (the **QRBP Token**), a utility token released on the Ethereum blockchain according to the ERC20 standard, to facilitate transactions within the QRBP ecosystem. The QRBP Token will be used for the facilitation of purchases of products on the Platform at discounted rates.
- 4.2. Furthermore, the QRBP Token will have several unique use cases that are exclusively reserved to it:
 - a) Facilitating QR code generation and minting fees for NFT collections for manufacturers
 - b) Payment for custom NFT creation for buyers who want to insert their own products on the Platform
 - c) Grant exclusive access to additional content
- 4.3. The sale of QRBP Tokens will be carried out in three stages: private sale, pre-sale and main sale.
- 4.4. Currently the Platform is only issuing the QRBP Token without providing any of the other Platform Services (the **First Stage**). The Platform will provide all of the Platform Services as soon as Platform reaches the next stage of the QRBP Token sale.

5. INTELLECTUAL PROPERTY

- 5.1. The trademarks, logos, the domain name used in the Platform, the Platform itself and the website through which you access the Platform, as well as all individual elements thereof, including texts, photos, drawings and any material on the Platform and website, any page of the website, graphics and design, and all intellectual property rights in them, will remain with and exclusively belong to the Platform Owner and/or other persons.
- 5.2. You agree not to copy, alter, or use otherwise the intellectual property content without the separate written consent of the copyright holder.
- 5.3. You agree not to make any attempts to inspect or verify the vulnerability of any system or network used to provide the Platform services, not to compromise any security or authentication

measures, or attempt to decrypt, reverse engineer, disassemble or modify the software or databases used for the operation of the Platform.

5.4. You may not use the Platform in a manner that could compromise the proper operation, security, integrity of the Platform or related software, or limit the ability of others to use the Platform.

6. LIABILITY

6.1. If you use the Platform in violation of these Terms and/or the Privacy Policy and/or any applicable laws, as determined in our sole and absolute discretion, you agree to indemnify and hold harmless the Platform Owner and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defence of claims, suits or proceedings brought by third parties), in any way related to (i) your access to or use of the Platform and/or (ii) your breach of any of these Terms, Privacy Policy or applicable laws.

6.2. Although we will not be liable for your losses caused by any unauthorized use of your Account, you may be liable for the losses of the Platform Owner or others due to such unauthorized use.

6.3. All information requested to be provided when creating an Account and using the Platform must be correct and complete.

6.4. You are responsible for the security of your username, password or other data that allows you to access your Account on the Platform. However, if you have noticed any unauthorised use of your username or password, contact the Platform Owner immediately.

6.5. The Platform may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by the Platform Owner. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from the Platform, you do so at your own risk and you agree that the Platform Owner will have no liability arising from your use of or access to any third-party website, service, or content.

6.6. We may suspend your Account if we suspect any unauthorised use of your Account or receive relevant instructions from public authorities or court.

6.7. We reserve the right to unilaterally, upon 30 (thirty) calendar days' notice to you, terminate the agreement with you and permanently close (block) your Account if you are found in breach of the Terms and fail to rectify the breach within a reasonable time frame as of the date of our notice.

6.8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUES, DATA, OR DATA USE, OR OTHER INTANGIBLE LOSSES, WHETHER INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM (1) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM; (2) ANY CONDUCT OR CONTENT OF OTHER USERS, VISITORS OR ANY THIRD PARTY ON THE PLATFORM, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONTENT OR OTHER CONDUCT OF OTHER USERS, VISITORS OR THIRD PARTIES; OR (3) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL AGGREGATE LIABILITY OF THE PLATFORM OWNER EXCEED EUR 10.000.

7. MODIFICATION AND TERMINATION

- 7.1. We may change these Terms from time to time for important reasons (e. g. due to changes in legislation, changes to the operation/functionality of the Platform, etc.). If we change the Terms for any other reason, we will notify you of the change 15 (fifteen) calendar days in advance of the change coming into effect, so that you have time to familiarize yourself with the updated Terms and to decide whether to continue using the Platform or to close your Account. The latest (current) version of the Terms can always be found on the Platform.
- 7.2. We may discontinue (terminate) or suspend the operation of the Platform at any time.

8. MISCELLANEOUS

- 8.1. These Terms are governed by and construed in accordance with the laws of the Republic of Lithuania.
- 8.2. Any disputes, disagreements or claims arising out of or relating to these Terms, or regarding the breach, termination or validity thereof will be settled in Lithuanian courts in accordance with Lithuanian laws.
- 8.3. All notices and other communications related to these Terms will be delivered via email: if to the Platform– at the email address given in these Terms, if to you – at the email address given in your Account.
- 8.4. In the event any provision of these Terms is or becomes invalid, in whole or in part, the validity of the remaining provisions will not be affected.

These Terms were last updated on 1 August 2023.