

CarbCoin Plant – Terms of Service and Privacy Policy

Terms of Service

1. Scope of the Agreement

The Agreement gives the Customer access and right to use the Carbcoin Plant platform (hereinafter re-ferred to as Carbcoin) under the control of Carbcoin Limited (access to Carbcoin Plant platform subsequently referred to as “Service”) during the Agreement term with such functionality as the Service has at any time.

The Service is installed on servers at Carbcoin hosting partners facilities and the Customer gets access to the Service via the Internet, by logging in using an assigned username and password. Carbcoin retains all rights to all elements that the Service consists of. The Customer is not awarded any license or any usage right beyond what is expressly stated in this Agreement.

1.1. CarbCoin Plant Explanation

- Each plant represents real facility in present operation phase or near future operation. Location of the plant is listed under the plant name.
- Plant investments are made in CARB tokens, issued by CarbCoin limited.
- Plants differ within: input and output material, minimum investment (number of CARB tokens), holding period, estimated return and total maximum invested funds for a certain.
- Invested funds in particulate Plant must be stacked continuously for at least the holding period of a curtain Plant.
- Return is paid with CARB tokens.
- In case of withdrawal of Invested CARB tokens before the expiration of the Holding Period, there is NO return payout.

1.2. Registration and deposit

- In order to invest in a Plant, a user registration is required, where it is necessary to use a working e-mail address to confirm the registration and password you provide yourself, but must contain at least 8 characters and mandatory use the upper and lower case letters and numbers.
- After successful registration and successful login on user dashboard, the system will assign you a public address to deposit CARB tokens (you can also change your new address with already existing old address)
- After successful login, all information about your CARB funds and CarbCoin plants is visible on the dashboard.
- After a successful deposit of appropriate number of CARB funds, the system can offer you investments in different available CarbCoin Plants, which is confirmed by pressing the “invest” in

final stage.

2. Term of the Agreement

The Agreement is a continuing agreement that runs until terminated by any of the parties according to the provisions in clause 13. Use of, or submitting an order for the Services, constitutes a legally binding agreement between the Customer and Carbcoin.

3. Limited usage

The right to access the Service is limited to such number of Users as specified in the Initial Order form. If the Customer needs to expand the Agreement to cover additional Users, then the usage right for additional Users shall be ordered from Carbcoin according to the procedure in clause 12.

The Customer can solely use the Service for the Customer's internal purposes. The Customer is not entitled to perform data processing on behalf of a third party using the Service. The Customer commits itself to use the Service according to the applicable law and regulations, permissions and requirements in the Agreement.

In case of breach of conditions, Carbcoin is entitled to immediately terminate the Agreement and shut down the Customer's access to the Service with immediate effect.

4. Service availability

Some type of Service maintenance will result in disruptions in operation of the Service. To the extent, it is possible; the Customer shall be informed of such maintenance with a sufficient notice. Maintenance shall be performed in such way that the Service is disrupted as little as possible. Nevertheless, the maintenance can be performed with a short notice or without notice and can be carried out during office hours, if this is necessary to correct errors in the Service or to prevent errors in the Service from occurring. The Service availability is dependent upon the use of the Internet, which may be subject to limitations, delays and other problems outside Carbcoin control. Delays, delivery failures or unavailability resulting from such problems are not included in the Service Unavailability as defined above. Support contact: support@carbcoin.eu

5. Errors and error notices

There is an error if the Customer does not have access to the Service in accordance with the Service availability stated in clause 4 above, or if the Service has reduced functionality and this is caused by circumstances Carbcoin is responsible for. When an error occurs, the Customer shall notify Carbcoin through our Support Center specified in clause 4 above, and provide a description of the error and the circumstances of its occurrence. Carbcoin will try to correct errors within reasonable time after the Customer has notified Carbcoin of the error and Carbcoin has confirmed that error correction has started. Upon Carbcoin's request, the Customer shall provide necessary assistance to reproduce/identify the error incident.

6. Support

The Customer shall have the right to receive support from our support department in Ljubljana (Slovenia) during normal working hours. Support includes Carbcoin's best effort in solving software problems based on a detailed description, provided by the Customer, of the problem. Finding a solution is not guaranteed. Administration or configuration of the Service for the Customer is not included in the Agreement.

This Support shall not include any form of consultancy services. The Customer can purchase additional professional services as required.

7. Responsibility

There is a breach of Agreement if the parties do not fulfill the obligations defined in the Agreement. It shall not be regarded as a Carbcoin breach of Agreement if the Service is unavailable as a result of errors, or has reduced functionality, or the Customer achieves poor response time as a result of the circumstances outside Carbcoin's control, or as a result of circumstances related to the Service, given that Carbcoin tries to correct the error within reasonable time. Carbcoin's obligation to try to correct the error only extends to what is reasonable under the circumstances.

Carbcoin shall under no circumstances be responsible for indirect losses, including, but not limited to lost profits of any kind. Carbcoin is only liable for errors in the Software if Carbcoin does not try to correct errors that Carbcoin has confirmed that will be tried corrected. No warranty is given that the error may be satisfactory rectified. Any liability is restricted to the Customers documented direct losses, and such liability shall for the whole lifetime of the Agreement be limited to the compensation for one Agreement term. No liability can be claimed as a result of faults or errors in the Software or the Service, unless expressly stated otherwise in this clause 7.

8. Personal data processing

8.1. Purpose

The purpose of this clause 8 is to regulate Carbcoin's processing of personal data on behalf of the Customer whilst providing the Service as further described in the Agreement. In this clause 8, the Customer will be named "Controller", and Carbcoin will be named "Processor".

8.2. Controller's responsibilities

In order to access the Service, the Controller must provide certain data to the Processor, including contact data and email address of the users. In addition, the users of the Service must allow the Processor to store and retrieve session information through the use of "cookies" which are necessary to enable the login/logout procedures used in the Service and to ensure that unauthorized persons do not gain access to the Services.

The Controller acknowledges and accepts that any personal data that the Controller uploads onto the Service, such as uploaded personal data pertaining to the Controller's own customers, may be

transferred to a third party based in Slovenia or USA (Washington) which will provide for hosting of the Service, including the provisioning of all hardware, infrastructure, data storage and communication lines. Change of the third party above, should be announced if possible with a 60 days' notice. The obligations of the third party in regards to personal data are set forth in a separate data processing agreement between Processor and the third party within the framework of this clause 8. All data in the Service are stored on servers located in Slovenia and USA, Washington.

The Controller is responsible for ensuring that all Data-subjects (defined as the Controller's own users), that are registered in the Service by the Controller, are informed of and have given their consent to the personal data to be processed by the Processor as set forth in this Agreement. The Controller shall in its agreements with the Data-subjects, specify that the Processor will have access to their personal data. The Controller shall in its agreements with the Data-subjects, expressly state that the Data-subjects, by entering into such agreement, actively consent for the Processor to exploit its access to the data to generate statistics of user patterns that may be used by the Processor's customer support in order to provide targeted support to the Controller.

The Controller is responsible for complying with the Service's procedures, guidelines, updates and changes at any given time.

8.3. Processor's responsibilities

The Processor shall only process personal data on behalf of the Controller as set forth in this Agreement and to the extent it is reasonable and necessary in order to perform its obligations under the Agreement.

Hereunder the Processor is obliged to take the necessary technical and organizational measures in order to protect the personal data against random/illegal destruction, random loss, and against non-authorized change, distribution or access.

The Processor shall take all reasonable steps to ensure that the registered personal data is correct and updated at all times. Hereunder the Processor shall cooperate with the Controller when the Data-subjects exercise their lawful right to access their own personal data. If the data is not correct, the Processor shall ensure that the data is deleted or corrected.

Unless otherwise agreed in writing and unless it is not allowed for the data to be kept for an indefinite period of time, the Processor shall take all reasonable steps in order to delete the data within reasonable time taking into account the purposes they are collected or processed for.

The Processor shall not give access to or distribute the data to third parties unless it is necessary or allowed for in accordance with this Agreement, or unless the Controller gives its written consent thereto.

9. Confidentiality

Carbcoin and everyone that on behalf of Carbcoin receives information about the Customer and the Customer's business, relations and other data, marked as confidential information, are obliged to not expose such information to outsiders without the Customer's consent.

This applies accordingly for the Customer. The Customer shall also protect and keep confidential all other information that Carbcoin provides to the Customer, or information that the Customer becomes

aware of; to the extent that the Customer should have understood that the information is Carbcoin confidential information. The obligation to keep information confidential shall remain in force after expiry of this Agreement.

10.Termination of Agreement

Each party can terminate the Agreement. The termination of the Agreement must be done in writing and will have effect from the end of the running Agreement period.

11.Transfer of data

The Customer will have an option to retrieve a copy of its data from the Service and must request such retrieval from Carbcoin with at least 3 working days prior notice. Upon the termination of the Agreement, the Customer's main user (the Administrator), will be directed to a special URL when logging in with the option to download documents. After 30 days, all data belonging to the Customer will be removed from Carbcoin's servers and facilities.

12.Transfer of rights

Carbcoin can in whole or partly, transfer its rights and/or obligations pursuant to this Agreement, as long as this does not substantially hinder the performance of the Agreement. This should be announced if possible with a 30 days' notice. The Customer cannot transfer its rights and obligations pursuant to this Agreement without Carbcoin's written approval.

Such approval cannot be unreasonably rejected. Carbcoin can in whole or partly let its obligations pursuant to the Agreement be performed by a third party, and Carbcoin may use Sub-suppliers.

13.Customer news

The Customer agrees that Carbcoin from time to time can send the Customer and Users relevant information, unless the Customer specifically asks not to receive such information. Note that because of the Type of our Service, it may be necessary to send all Customers and users important information or notification related to the operation of the Service from time to time. Carbcoin will not at any times provide Customer data or personal information to any third party for any purpose other than assisting Carbcoin in the operation and delivery of the Service.

14.Changes in contact information

The Customer undertakes to provide correct information regarding the User's identity and a correct and legitimate e-mail address at all times.

15.Modifications

Carbcoin reserves the right to make amendments to the terms and conditions of this Agreement with

4 months prior notice. All Customers will be informed of such amendments by email or through the information being made available on Carbcoin's websites or Customer support pages.

16. Disputes

The rights and obligations of the parties under the Agreement shall in their entirety be governed by the national law applicable to Carbcoin. If a dispute arises in connection with the interpretation of the Agreement, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law at the registered address of Carbcoin as the exclusive venue.

Privacy Policy

In Carbcoin we are committed to protect and respect your privacy in compliance with EU- General Data Protection Regulation (GDPR) 2016/679, dated April 27th 2016. This privacy statement explains when and why we collect personal information, how we use it, the conditions under which we may disclose it to others and how we keep it secure. This Privacy Statement applies to the use of our products and to our sales, marketing and customer contract fulfilment activities. It also applies to individuals seeking a job in Carbcoin.

1. Who are we?

CarbCoin is a blockchain based LTC technology promoting system, where investors to Low Temperature Conversion technology can participate and get rewarded.

Carbcoin limited is the data controller and our Data Protection Officer can be contacted by email: support@carbcoin.eu

2. When do we collect personal data about you?

- When you are using our service.
- When you interact with us in person, through correspondence, by social media, or through our websites.
- When we collect personal information from other legitimate sources, such as third- party data aggregators, Carbcoin marketing partners, public sources or social networks. We only use this data if you have given your consent to them to share your personal data with others.
- We may collect personal data if it is considered to be of legitimate interest, and if this interest is not overridden by your privacy interests. Before data is collected we make sure an assessment is made, ensuring that there is an established mutual interest between you and Carbcoin.

3. Why do we collect and use personal data?

We collect and use personal data mainly to perform direct sales, direct marketing and customer service. We also collect data about suppliers, partners and persons seeking a job or working in our company.

We may use your information for the following purposes:

- Send you marketing communications which you have requested. These may include information about our products and services, events, activities, and promotions of our associated partners' products and services. This communication is subscription based and requires your consent.
- Send you information about the products and services that you have purchased from us.
- Perform direct sales activities in cases where legitimate and mutual interest is established.
- Follow up on incoming requests (customer support, emails, chats).
- Notify you about any disruptions to our services (system messages).

- Contact you to conduct surveys about your opinion on our products and services.

4. Our legal basis for collecting personal data

4.1. Collecting personal data based on consents

The collection of personal data based on consent from the data subject will be done by using “Consent Forms” that will store documentation related to the consent given by the individual. Individual consents will always be stored and documented in our systems.

4.2. Collecting personal data based on contracts

We use personal information for fulfilling our obligations related to contracts and agreements with customers, partners and suppliers.

4.3. Collecting personal data based on legitimate interest

We may use personal data if it is considered to be of legitimate interest, and if the privacy interests of the data subjects do not override this interest. Normally, to establish the legal basis for data collection, an assessment has been made during which a mutual interest between Carbcoin and the individual person has been identified. This legal basis is primarily related to our sales and marketing purposes. We will always inform individuals about their privacy rights and the purpose for collecting personal data.

5. What type of personal data is collected?

We collect only email address. We may also collect feedback, comments and questions received from you over communication and activities, such as phone calls and emails. documents, and emails. From our websites we may collect IP-address and actions taken on the site.

Carbcoin does not collect or process any special categories of personal data, such as public unique identifiers or sensitive personal data.

6. How long do we keep your personal data?

We store personal data for as long as we find it necessary to fulfill the purpose for which the personal data was collected, while also considering our need to answer your queries or resolve possible problems, to comply with legal requirements under applicable laws, to attend to any legal claims/complaints, and for safeguarding purposes.

This means that we may retain your personal data for a reasonable period of time after your last interaction with us. When the personal data that we have collected is no longer required, we will delete it in a secure manner. We may process data for statistical purposes, but in such cases, data will be anonymized.

7. Your rights to your personal data

You have the following rights with respect to your personal data:

- The right to request a copy of your personal data that Carbcoin holds about you.
- The right to request that Carbcoin corrects your personal data if inaccurate or out of date.
- The right to request that your personal data is deleted when it is no longer necessary for Carbcoin to retain such data.
- The right to withdraw any consent to personal data processing at any time. For example, your consent to receive e-marketing communications.
- The right to request that Carbcoin provides you with your personal data and, if possible, to pass on this information directly (in a portable format) to another data controller when the processing is based on consent or contract.
- The right to request a restriction on further data processing, in case there is a dispute in relation to the accuracy or processing of your personal data.
- The right to object to the processing of personal data, in case data processing has been based on legitimate interest and/or direct marketing.

Any query about your Privacy Rights should be sent to support@carbcoin.eu.

8. The use of cookies and beacons

We use cookies and web beacons ('Website Navigational Information') to collect information as you navigate the company's websites. Website Navigational Information includes standard information from your web browser, such as browser type and browser language; your Internet Protocol ("IP") address; and the actions you take on the company's websites, such as the web pages viewed and the links clicked.

This information is used to make websites work more efficiently, as well as to provide business and marketing information to the owners of the site, and to gather such personal data as browser type and operating system, referring page, path through site, domain of ISP, etc. for the purposes of understanding how visitors use a website. Cookies and similar technologies help us tailor our website to your personal needs, as well as to detect and prevent security threats and abuse. If used alone, cookies and web beacons do not personally identify you.

9. Do we share your data with anyone?

We do not share, sell, rent, or trade your information with any third parties without your consent, except from what is described below:

9.1. Third-party Service Providers working on our behalf:

We may pass your information on to our distributors, agents, sub-contractors and other associated organizations with the purpose of them providing services to you on our behalf.

9.2. If required by law:

We will disclose your personal information if required by law or if we, as a company, reasonably believe that disclosure is necessary to protect our company's rights and/or to comply with a judicial proceeding, court order or legal process. However, we will do what we can to ensure that your privacy rights continue to be protected.

9.3. Use of sub-contractors (processors and sub-processors)

We may use sub-contractors to process personal data on our behalf, we are responsible for making sure they commit themselves to adhere to this Privacy Policy and applicable data protection legislation by signing a Data Processing Agreement.

If the sub-contractor processes Personal Data outside the EU/EEA area, such processing must be in accordance with the EU Privacy Shield Framework, EU Standard Contractual Clauses for transfer to third countries, or another specifically stated lawful basis for the transfer of personal data to a third country.

10.Changes to this Privacy Statement

Carbcoin reserves the right to amend this Privacy Statement at any time. The applicable version will always be found on our websites. We encourage you to check this Privacy Statement occasionally to ensure that you are happy with any changes.

If we make changes that significantly alter our privacy practices, we will notify you by email or post a notice on our websites prior to the change taking effect.

11.Your right to complain with a supervisory authority

If you are unhappy with the way in which your personal data has been processed, you may, in the first instance, contact support@carbcoin.eu