

GEON TERMS & CONDITIONS

These terms and conditions (**Terms**) apply to your use of the Geon App and you should read them carefully. By accessing or using the Geon App or Services, you confirm your agreement to be bound by these Terms.

The Geon App is operated by Geon Network Limited (registered number 116740), with registered offices at 6.20 World Trade Center, 6, Bayside Road, Gibraltar GX11 1AA (**Geon**).

1. Definitions

1.1. In these Terms, the following words and expressions have the following meanings:

Confidential Information: any information disclosed by any party to another, or learnt or made available pursuant to or otherwise in connection with these Terms, including (without limitation) information in relation to you, Cardholders, Transactions, information, systems, revenues, plans, know-how, personnel, or suppliers and other business sensitive information.

Customer Services: can be contacted via the Geon App or emailed at feedback@geon.network.

Geon App: the demonstration-only version mobile (or any other applicable electronic device) application that permits you to access any of the Services.

Geon Coins: has the meaning given to it in clause 4.4.

Geon Tokens: has the meaning given to it in clause 4.5.

Geon Wallet: the area on your Profile where you can use and store Geon Coins, Geon Tokens and access the Services.

Geomining: has the meaning given to it in clause 4.2.

Privacy Policy: available at https://geon.network/download/Geon_Policy.pdf.

Profile: the secure area on the Geon App or Websites where you can log in, use the Geon App and view your Geon Wallet usage history.

Rewards: has the meaning given to it in clause 4.3.

Services: any services or functionality provided via the Geon App as described in these Terms or the Websites.

We/us/ours/Geon: Geon Network Limited

Website/s: <https://www.geon.network/> or any other additional or replacement website indicated from time to time on the Geon App.

You/your/User/s: a person who has downloaded and uses the Geon App in accordance with these Terms.

2. The Geon App and your Profile

2.1. To register with us and open a Profile you must:

- (a) download the Geon App and follow the activation instructions; and
- (b) open a Profile by entering the required details.

2.2. In order to use the Geon App, we may need to collect personal information about you in accordance with our Privacy Policy.

2.3. You warrant and guarantee that all the information provided by you in relation to these Terms is true and accurate and must notify us immediately if there is a change in the information you supply us with via your Profile.

2.4. We reserve the right to refuse applications to open a Profile.

3. The Services

3.1. The full extent of the Services shall be set out in the Geon App and/or Websites but include:

- (a) the ability to create Geons and carryout Geomining (see section 4);
- (b) the ability to generate Geon Coins and Geon Tokens, transfer them to your Geon Wallet and to other users of the Geon App.

4. Geons and Geomining

4.1. You can apply to create a Geon via your Profile and following the instructions therein.

4.2. Geons are virtual icons attached to a specific geographical location (Location) that rewards Users for presenting themselves at the Location (i.e. **Geomining**).

4.3. The **Rewards** (also available for purchase via the App) for Geomining could consist of one or more of the following non-exhaustive list of items as we make available from time to time:

- (a) Geon Coins;
- (b) Geon Tokens;
- (c) third-party gift vouchers (please read the terms and conditions applicable to such gift vouchers);
- (d) Marketing materials, discount vouchers or other such permitted promotional materials.

4.4. Geon **Coins** are the in-App digital currency that can:

- (a) be exchanged for other Rewards; and
- (b) be purchase directly via the App.

4.5. Geon **Tokens** are the utility Tokens that can also be used to purchase Geon Coins and will have the further in-App functionalities as described on the App from time to time.

5. Keeping your Profile and Geon Wallet secure

5.1. Via the Geon App, you will be given security information to enable access to your Profile, e.g. a passcode and password that is personal and must not be disclosed to anyone else.

5.2. You must take reasonable precautions to prevent fraudulent use of your Geon Wallet and Profile.

6. Privacy Policy

6.1. Our Privacy Policy explains how we treat your personal data and protect your privacy when you use our services. If you use a third party application of one of our API partners, any of the personal data you make accessible via the application is subject to that party's privacy policy.

6.2. By using the Services, you agree that we can use your personal data in accordance with our Privacy Policy.

7. Other Terms

7.1. To the extent your use of the Services includes Google Maps, you are bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)). Additionally, the use of our services may be subject to other terms, policies or guidelines. In the event there is any conflict between these Terms and any other policies or guidelines that appear on our Websites or through the Geon App,

these Terms will govern. If you navigate away from our Websites or the Geon App to a third party website or application, the terms and conditions of use applicable to that website or application will govern your use of that website or application.

8. Inherent Risks

- 8.1. Geomining and such location-based activities facilitated by the Services can be dangerous and may take you to difficult to access or potentially treacherous locations. When placing or setting Geons or taking part in other location-based activities, you risk property damage, bodily injury or death.
- 8.2. There are many variables that must be considered prior to seeking or placing a Geon or engaging in other location-based activities, including: weather, fitness level, terrain features and outdoor experience. Be prepared and be sure to check the current conditions before heading outdoors. Always exercise common sense and caution.
- 8.3. YOU ASSUME ALL RISKS ASSOCIATED WITH PLACING OR SEEKING A GEON AND OTHER LOCATION-BASED ACTIVITIES ASSOCIATED WITH OUR SERVICES AND AGREE TO RELEASE AND HOLD HARMLESS GEON, LANDOWNERS ON WHOSE PROPERTY GEONS ARE VIRTUALLY PLACED FROM ANY LIABILITY FOR INJURY OR LOSS SUFFERED BY YOU THROUGH THE USE OF OUR SERVICES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. Changes to the Services

- 9.1. We may:
 - (a) change, suspend, or discontinue any portion of the Services at any time, including but not limited to: any feature, database, application, or content;
 - (b) impose limits on certain features offered through the Services with or without notice.
- 9.2. The Services include software that may update automatically on your device once a new version or feature is available and we are under no obligation to provide maintenance support or upgrades for any of our software except where required by applicable law.

10. Restrictions

- 10.1. Permission to use the Services is subject to the following restrictions (violation of which shall be determined at our sole discretions). You agree not to:
 - (a) use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
 - (b) frame our Websites or any portion of our sites on another website or mobile application without our written permission;
 - (c) use the Services other than for your personal use without our written permission;
 - (d) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
 - (e) abuse or exploit bugs, undocumented features, design errors or problems in the Services;
 - (f) interfere or attempt to interfere with the proper working of the Services or any activities conducted through the Services or other measures we may use to prevent or restrict access to the Services;
 - (g) upload, post, transmit or otherwise distribute (including by emailing us) any content that threatens or attacks others on the basis of race, ethnicity, national origin, sexual orientation, gender, religion, age, disability or disease; is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory,

- vulgar, profanity, obscene, libelous, invasive of another's privacy, hateful, embarrassing, harmful to minors; or is otherwise reasonably objectionable to any person or entity;
- (h) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
 - (i) upload, post, transmit or otherwise distribute any content that you do not have a right to under any law or under contractual or fiduciary relationship or for which you have not obtained required consent from third parties;
 - (j) upload, post, transmit or otherwise distribute any content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person, including without limitation under any privacy or publicity rights;
 - (k) upload, post, transmit or otherwise distribute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized solicitation;
 - (l) upload, post, transmit or otherwise distribute any content that contains viruses or any other computer code, files or programs which interrupt, destroy, limit the functionality of, or cause damage to the Services or any computer software or hardware or telecommunications equipment;
 - (m) disrupt the normal flow of dialogue in our forums or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
 - (n) interfere with or disrupt the Services, servers or networks connected to the Services, or fail to comply with any requirements, procedures, policies or regulations of networks connected to the Services;
 - (o) reverse engineer, decompile, or attempt to extract the source code of the software associated with the Services;
 - (p) violate any applicable laws or any of the guidelines or policies associated with the Services;
 - (q) interfere with the ability of other Users to enjoy the Services;
 - (r) collect, store or distribute personal data regarding other Users;
 - (s) promote, distribute or provide instructional information about illegal activities

11. Intellectual Property & Content

- 11.1. the Services are the property of Geon or of its licensors and are protected by copyright, trademark, and other intellectual property laws. Use of the Services does not give you ownership of any intellectual property rights in our services or the content you access. Do not copy or download any of the content available through the Services (except your own) unless we have expressly authorized you to do so.
- 11.2. All rights not expressly granted in these Terms are reserved by Geon or by the respective owners of the intellectual property rights. Do not remove, obscure, or change any legal notices displayed in or along with the Services.
- 11.3. The Services may display content that do not belong to Geon: except as part of the Services, you may not use third party content from the Services unless you have our permission, obtain the permission of the content owner or are otherwise permitted by law.
- 11.4. Content available through the Services that does not belong to Geon is the sole responsibility of the person or entity that has made it available. We do not review content available through the Services, although we may remove or refuse to display content that we reasonably believe violates our policies or applicable law.

Third parties may provide products for use with the Services, such as software or widgets and our Website may include third party products and links to third party sites. To the maximum extent permitted by applicable law, we do not assume any responsibility or liability for any such third party websites, widgets, software, products or content (or for removal or any failure or delay in removing such content).

- 11.5. All content you submit through the Services remains yours: You are entirely responsible for all content that you upload, post or otherwise transmit via the Services. You represent and warrant that you have all necessary rights and permissions required for all content you post and for the rights you grant to us herein, and that your content does not violate these Terms, the rights of any other third party or applicable law.
- 11.6. By submitting content to or via the Services, you grant Geon a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully transferable and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media now known or created in the future for any purpose. You agree that we have no obligation to monitor or protect your rights in any content that you may submit to us, but in the event that someone else takes content you have submitted through the Services without our permission, you give us the right to request that they take the content off of their website or otherwise stop using it.

12. Term and Termination

- 12.1. We may suspend or terminate your access to the Services, including your Profile and Geon Wallet, at any time for any reason without notice and without liability.
- 12.2. We also reserve the right to terminate or suspend Profiles that are inactive for an extended period of time.
- 12.3. You can stop using the Services and terminate these Terms at any time.

13. No Warranties

- 13.1. The Services and Geon App are provided as-is and as-available and you assume the entire risk as to your use of, the content available through, the same. We make no promises about the Services or content available through the Geon App, including with regard to their availability, reliability, functionality, accuracy or truthfulness, or lack of viruses or errors.
- 13.2. To the fullest extent permitted by applicable law, we disclaim all warranties, representations, terms or conditions, express or implied, whether by statute, common law or otherwise, regarding the Services and any content available therein, including but not limited to implied warranties of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, availability and lack of negligence.

14. Our Liability

- 14.1. We will not be liable to you for any loss arising under these Terms out of or in connection with:
 - (a) any cause which results from abnormal or unforeseen circumstances beyond our reasonable control or which would have been unavoidable despite all our efforts to stop it;
 - (b) us suspending, restricting or closing your Profile if we suspect it is being used in an unauthorised, fraudulent or otherwise illegal manner, or as a result of you or a User breaking an important term or repeatedly breaking any term in these Terms;
 - (c) our compliance with any applicable laws; or
 - (d) loss or corruption of data unless caused by our willful default.
- 14.2. Regardless of the form or cause of action of the alleged basis of the claim, to the fullest extent permitted by law, we will not be liable for any direct, indirect, incidental, consequential, exemplary, punitive or special damages, lost profits, revenues or data arising from these Terms or your use of the Services.

14.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

15. Indemnification

15.1. You agree to indemnify and hold Geon, its officers, employees and agents against any and all losses, claims, damages, and expenses (including reasonable attorneys' fees) that Geon may incur in connection with: (a) your breach of any part of these Terms; (b) your use of the Services and/or Geon App; or (c) your violation of any applicable laws.

16. Miscellaneous

16.1. These Terms are between you and us and no other person shall have any rights to enforce any of its terms.

16.2. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.3. These Terms shall be governed by and construed in accordance with the law of Gibraltar: you agree that the courts of Gibraltar shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms.