



IMPT Platform Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.impt.io (the '**Website**'). The Website for the IMPT Platform (the '**Services**').
- 1.2. The Website is operated by IMPT Shopping with a registered office at 4 Old Park Lane, Mayfair, London, England W1K 1QW, AI Tokenomics Limited with a registered office at Suite 304, 9 Pembroke Street Upper, Dublin 2 Ireland D02 KR83 and IMPT UAB with a registered office at Vilnius, Gedimino pr. 44A-201 Lithuania, hereinafter IMPT. Access to and use of the Website, or any of its associated Products or Services, is provided by IMPT. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of our Services, immediately.
- 1.3. IMPT reserves the right to review and change any of the Terms by updating this page at its sole discretion. When IMPT updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- 2.1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by IMPT in the user interface.
- 2.2. The "**Terms**" is defined as the following:
 - (a) These Terms and Conditions
 - (b) Our Privacy Policy
 - (c) Our Cookie Policy
- 2.3. IMPT is operating under Irish, English and Lithuanian legislation. The products and services provided by IMPT on the Website are not considered to be financial services, or crypto services under these jurisdictions, and therefore does not require any licenses to operate. The IMPT token is considered to be a utility token and is therefore not a financial instrument. As laws and regulations are different in other countries the right to access and/or use the Website (including any, or all of, the products and services offered via the Website) may be illegal in certain countries. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction

and that the service offered on this Website is not illegal in the territory where you reside.

3. Registration to use the Services

- 3.1. In order to access the Services, you must first register for an account through the Website (the '**Account**').
- 3.2. 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
- 3.3. You warrant that any information you give to IMPT in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4. Once you have completed the registration process, you will be a registered user of the Website ('**User**') and agree to be bound by the Terms.
- 3.5. Some of the Services offered will require that you as a User go through a KYC process. The purpose of this process is for IMPT to identify you as a customer. This KYC process is currently provided by a third-party provider ('**KYC Provider**'), Sedicii Innovations Limited, a company incorporated in Ireland (registration number 537185). When the KYC process is initiated, the User will be sent to the KYC Providers webpage, where the KYC process will be carried out.
- 3.6. Some of the Services offered will require that you as a User connect a crypto wallet to the Webpage.
- 3.7. IMPT will charge a commission fee for its services per transaction. By completing a transaction you agree to this commission.
- 3.8. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with IMPT; or
 - (b) you are a person barred from receiving the Services under the laws of countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a User

- 4.1. As a User, you agree to comply with the following:
 - (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify IMPT of any unauthorized use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of IMPT providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavors except those that are facilitated by the platform or specifically endorsed or approved by the management of IMPT;
- (f) you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by IMPT for any illegal or unauthorized use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Services offered on the platform

- 5.1.** IMPT will offer a wide range of Services on the Platform. The current Services will be listed here. IMPT reserves the right to change or discontinue the Services offered at its own discretion.
- 5.2.** The Purchase of IMPT tokens. This will be done by referring the User to one of the exchanges where the IMPT token is sold. IMPT does not hold the Users tokens in any way and the transaction is always with a third-party (exchange).
- 5.3.** The Purchase of Carbon Credits. To purchase carbon credits, the User will need to connect a wallet to the Platform. The transaction is made between the User and IMPT, where the User pays for Carbon Credits with IMPT tokens.
- 5.4.** The Purchase of Goods and Services through the IMPT platform.
 - (a)** When Users use the links provided on the IMPT platform to access the retailers' shops (**Vendors / Affiliates**), and make a purchase on the Vendors website, IMPT receives a commission in fiat.
 - (b)** This commission (less the commission fee charged by IMPT) is used to buy IMPT tokens in the market and distribute them to the User. The IMPT tokens that are distributed to the User this way can only be used to buy Carbon Credits. Please see the Whitepaper and the webpage for details.

- (c) Please note that IMPT is not responsible in any way for the transactions that happen on a third-party website. The transaction is always between the User and the Vendor and the transaction takes place on the Vendors website. Consequently all potential consequences of the transaction, such as returns, are between the Vendor and the User. IMPT is legally only an affiliate of the Vendor and receives an affiliate payment from the transaction.
- (d) Nor, can IMPT guarantee the distribution of IMPT tokens following such a purchase as (in rare cases) the purchase might not be recorded as a purchase that originated from the IMPT website, meaning that IMPT is not recorded as an affiliate and subsequently does not receive an affiliate payment.

6. Payment

- 6.1. Currently, IMPT does not charge any fee for the Services (the '**Services Fee**'). If this is done in the future, that might be by way of:
 - (a) Credit Card Payment ('**Credit Card**')
 - (b) Cryptocurrency ('**Cryptocurrency**')
- 6.2. Currently, the only payment made directly from the User to IMPT is when the User connects the wallet to the IMPT webpage and exchanges IMPT tokens for Carbon Credits. In this scenario IMPT does not hold the Users IMPT tokens or Carbon Credits as this will always be in the Users wallet.
- 6.3. You agree and acknowledge that IMPT can introduce and vary the Services Fee at any time.

7. Refund Policy

IMPT cannot refund any transaction where the User buys or sells crypto for Carbon Credits. These transactions are final.

Any transaction that happens on a third-party website is a transaction between the User and the vendor. IMPT is not responsible for that transaction, and any refund (if applicable) is the responsibility of the vendor.

IMPT will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of IMPT makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the '**Refund**').

8. Copyright and Intellectual Property

- 8.1. The Website, the Services and all the related products of IMPT are subject to copyright. The material on the Website is protected by copyright under the laws of Ireland, the UK and EU and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive

features) or the Services are owned or controlled for these purposes and are reserved by IMPT or its contributors.

8.2. All trademarks, service marks and trade names are owned, registered and/or licensed by IMPT, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained on the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

IMPT does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by IMPT.

8.3. IMPT retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

- (a) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

8.4. You may not, without the prior written permission of IMPT and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

9. Privacy

9.1. IMPT takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to IMPT's Privacy Policy, which is available on the Website.

10. General Disclaimer

10.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law (or any liability under them) which by law may not be limited or excluded.

10.2. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

- (b) IMPT will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

10.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of IMPT make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of IMPT) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of IMPT; and
- (d) the Services or operation in respect to links which are provided for your convenience.

11. Limitation of liability

11.1. IMPT's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

11.2. You expressly understand and agree that IMPT, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Termination of Contract

12.1. The Terms will continue to apply until terminated by either you or by IMPT as set out below.

12.2. If you want to terminate the Terms, you may do so by:

- (a) providing IMPT with 1 days' notice of your intention to terminate; and
- (b) closing your accounts for all of the services which you use, where IMPT has made this option available to you.

Your notice should be sent, in writing, to IMPT via the 'Contact Us' link on our homepage.

12.3. IMPT may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) IMPT is required to do so by law;
- (c) the provision of the Services to you by IMPT is, in the opinion of IMPT, no longer commercially viable.

12.4. Subject to local applicable laws, IMPT reserves the right to discontinue or cancel your account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts IMPTs name or reputation or violates the rights of those of another party.

13. Indemnity

13.1. You agree to indemnify IMPT, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

14. Dispute Resolution

14.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

14.2. Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

14.3. Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (a) Within 14 days of the Notice endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator.
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertaking to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Ireland, England or Lithuania at the discretion of IMPT.

14.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

14.5. Termination of Mediation:

If two weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15. Venue and Jurisdiction

The Services offered by IMPT are intended to be viewed by residents of Ireland, England and Wales, Lithuania and the EU. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of one of the above at the discretion of IMPT.

16. Governing Law

The Terms are governed by the laws of Ireland, England and Wales, and Lithuania. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Ireland, England and Wales and Lithuania, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

17. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable, and both parties having taken the opportunity to obtain independent legal

advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.