

GoldHorn Crypto Terms and Conditions

Last Updated [13. 1. 2022]

THESE **GOLDHORN CRYPTO** TERMS AND CONDITIONS DEFINE THE TERMS UNDER WHICH GOLDHORN CRYPTO PROVIDES ITS SERVICES TO USERS, AND SETS FORTH **GOLDHORN CRYPTO** KYC/AML STATEMENT (“**TERMS**” OR “**AGREEMENT**”), EFFECTIVE UPON THE DATE OF ITS PUBLICATION ON THE GOLDHORN CRYPTO WEBSITE, ACCESSIBLE AT [HTTPS://WWW.GOLDHORN-CRYPTO.COM/](https://www.GOLDHORN-CRYPTO.COM/) (THE “**WEBSITE**”). THESE TERMS SET OUT THE TERMS AND CONDITIONS OF YOUR USE OF THE WEBSITE, FULLY OWNED AND OPERATED BY GOLDHORN CRYPTO OÜ, INCORPORATED AND REGISTERED IN ESTONIA, WITH AN ENTITY NUMBER 16108260 (THE “**COMPANY**”, “**GOLDHORN**” OR “**WE**”), AS WELL AS YOUR ACCESS AND USE OF ANY OTHER COMPANY SERVICES PROVIDED THROUGH THE WEBSITE (THE “**SERVICES**” OR “**GOLDHORN SERVICES**”).

READ THESE TERMS CAREFULLY BEFORE UTILIZING THE WEBSITE AND THE SERVICES OFFERED THEREIN. BY UTILIZING THE WEBSITE AND THE SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND THAT YOU AGREE TO BE BOUND BY THEM, FOR THEY CONSTITUTE A LEGAL AGREEMENT AND AS SUCH CREATE A BINDING CONTRACT BETWEEN YOU AND THE COMPANY. IF YOU DO NOT AGREE TO THE ENTIRETY OF THESE TERMS, YOU ARE NOT AN AUTHORIZED USER OF THESE SERVICES AND YOU SHOULD NOT USE THE AFOREMENTIONED WEBSITE OR THE SERVICES PROVIDED.

TO BE ELIGIBLE TO USE THE GOLDHORN WEBSITE AND SERVICES, YOU MUST BE AT LEAST 18 YEARS OLD (OR THE APPLICABLE AGE OF MAJORITY AND CONTRACTUAL CAPACITY IN EACH QUALIFYING JURISDICTION). BY ACCESSING OR USING THE WEBSITE AND SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER, AND ARE AWARE, FULLY UNDERSTAND AND WARRANT TO ADHERE TO THE RELEVANT LEGISLATION THAT APPLIES TO YOU.

FURTHERMORE, TO BE ELIGIBLE TO USE THE WEBSITE AND SERVICES THEREIN PROVIDED, YOU MUST BE FULLY AWARE OF, UNDERSTAND IN THEIR ENTIRETY AND COMPLY WITH THE GENERAL TERMS AND CONDITIONS OF ICONOMI, AS ACCESSIBLE AT [HTTPS://WWW.ICONOMI.COM/LEGAL/TERMS-AND-CONDITIONS](https://www.iconomi.com/legal/terms-and-conditions).

GOLDHORN RESERVES THE RIGHT TO CHANGE, MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AT ANY TIME, FOR ANY REASON. WE SUGGEST THAT YOU REVIEW THESE TERMS PERIODICALLY FOR SUCH CHANGES, FOR THEY SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. YOU HEREBY ACKNOWLEDGE THAT BY ACCESSING THE WEBSITE AFTER WE HAVE POSTED SUCH CHANGES TO THESE TERMS, YOU EXPRESSLY AGREE TO THE MODIFIED TERMS.

THIS AGREEMENT OR ANY OTHER DOCUMENT PRODUCED AND SIGNED BY THE COMPANY DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SHARES OR SECURITIES IN THE COMPANY OR THE WEBSITE OR SERVICES. NONE OF THE INFORMATION OR ANALYSIS PRESENTED ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, NO SPECIFIC RECOMMENDATIONS ARE INTENDED AND THE SERVICES PROVIDED AND THE WEBSITE ARE NOT AND DO NOT OFFER, AND SHALL NOT BE CONSTRUED AS AN INVESTMENT OR FINANCIAL PRODUCT OR ANY

FORM OF FINANCIAL ADVICE, BUT AS A SOFTWARE APPLICATION. ACCORDINGLY, THIS DOCUMENT DOES NOT CONSTITUTE ANY FORM OF INVESTMENT ADVICE OR COUNSEL OR SOLICITATION FOR AN INVESTMENT IN ANY SECURITY AND SHALL NOT BE CONSTRUED IN THAT WAY.

GOLDHORN CRYPTO EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION, (III) ANY ACTION RESULTING THEREFROM, OR (IV) USAGE OF SERVICES AVAILABLE THROUGH THE WEBSITE.

SHOULD YOU HAVE ANY QUESTIONS OR COMMENTS REGARDING THE WEBSITE OR THE SERVICES, ALWAYS FEEL FREE TO CONTACT US AT: SUPPORT@GOLDHORN-CRYPTO.COM.

1. INTERPRETATION OF TERMS

1.1 The following terms shall have, for the purposes of these Terms, the following meaning:

“**Agreement**” shall mean this agreement between You, as a User, and the Company for the use of the Website and Services provided therein, in accordance with these Terms;

“**AML**” means Anti Money Laundering;

“**Company**” or “**We**” or “**Us**” or “**Our**” or “**GoldHorn**” means GoldHorn Crypto OÜ, the owner and operator of the Website and the provider of Services (and owner of GoldHorn Crypto ® trademark), a company organised and registered under the laws of the Republic of Estonia, with the Company registration number 16108260 and a registered office at Narva mnt 7-634 Kesklinna Linnaosa, Harju Maakond, 10117 Tallinn, Republic of Estonia, EU.

“**Crypto Strategy**” or “**Strategy**” means a feature, available through the ICONOMI Platform and created by GoldHorn that provides Users with a user-friendly template for managing their own Digital Assets, mainly focusing on different crypto assets and their weighting. GoldHorn provides various Strategies available for copying under various terms, as more precisely described and accessible on <https://www.GoldHorn-crypto.com/strategies/overview>.

“**Copier**” is a User who wants to be exposed to strategist crypto knowledge and/or experience and who enters into a social trading relationship with the Strategist by Copying a Crypto Strategy that is available for copying. From that relationship, a Copier receives updates and changes - automatically has items synchronized via re-balancing submitted by the Strategist that trigger changes from the initial Crypto Strategy template.

“**Copy(ing) a (Crypto) Strategy**” means an action of entering in the social trading relationship between the Copier and a Strategist. Copying a Crypto Strategy means a real-time reflection of the template of assets between the Strategist and the Copier until the Copier ends the relationship at their own will. The Copier has complete oversight over their assets and can/may stop Copying the Crypto Strategy at any time.

“**Confidential Information**” means information, technical data or know-how, including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary;

“**Digital Assets**” are cryptocurrencies and tokens available in a particular public blockchain network that are available on the ICONOMI Platform, such as but not limited to Bitcoin, Ethereum, Cardano, Litecoin, Polkadot, Chainlink, Teather and USDC. GoldHorn or ICONOMI may from time to time without argumentation and in full discretion add or remove particular cryptocurrencies or tokens from this list without the need to change these Terms. “Digital Assets” are also referred to for marketing purposes as “Cryptocurrencies” as a commonly interchangeable term for Digital Assets.

“**GoldHorn Website**” or “**Website**” means a website owned and operated by the Company and accessible on <https://www.GoldHorn-crypto.com/>.

“**Intellectual Property**” means all and any software innovations, computer programs, code, designs, concepts, ideas, artwork, notes, documents, information, materials, discoveries, inventions or other original work, including without limitation, any additions, modifications or enhancements.

“**ICONOMI**” means ©ICONOMI, the trading name of ICONOMI Limited, a company registered in England and Wales. Registered address 10 Orange Street London, WC2H 7DQ. Company Registration number: 11087795. ICONOMI Limited is registered with the Financial Conduct Authority (Firm Reference No. 927859). ICONOMI enables Users to buy or sell Digital Assets and copy Crypto Strategies on the ICONOMI Platform.

“**ICONOMI General Terms and Conditions**” or “**ICONOMI Terms**” mean the ICONOMI General Terms and Conditions, as accessible on <https://www.iconomi.com/legal/terms-and-conditions>, and as amended from time to time.

“**ICONOMI Platform**” or “**Platform**” means a software platform consisting of a webpage interface, a software interface for communication between the Website and blockchain networks, all developed by ICONOMI and operated and offered by ICONOMI through their ICONOMI Website, through which ICONOMI provides their services.

“**ICONOMI Privacy Policy**” means the Privacy Policy of ICONOMI, as accessible at <https://www.iconomi.com/legal/policies> , and as amended from time to time.

“**ICONOMI Services**” means Services, which are accessible through the Platform on the ICONOMI Website.

“**ICONOMI Website**” means the official website of ICONOMI, as accessible at <https://www.iconomi.com/>.

“**KYC**” means Know Your Customer;

“**Rebalancing**” means an action of changing the Crypto Strategy template, leading to formed orders on exchanges that match the new Crypto Strategy template.

“**Services**” or “**GoldHorn Services**” shall have the meaning as specified in **Clause 3** of these Terms.

“**Strategist**” shall mean an ICONOMI user that shares Crypto knowledge via a Crypto Strategy. A Strategist leads a Crypto Strategy by changing crypto assets and their weighting at any time. A Strategist shall furthermore mean GoldHorn, as a provider of Services, as specified in **Clause 3** of these Terms, who shall set the Strategy structure by choosing crypto assets included in the Strategy and their weights. The Strategist may rebalance the structure at any time and set the fees and can invite others to copy their Strategy for monetary value.

“**Stopping Copying**” means unwinding positions into predefined assets.

“**You**” or “**User**” shall mean a user of any GoldHorn product or Services provided by GoldHorn.

2. GENERAL

2.1 GoldHorn offers Services, which are accessible on the Website and defined in more detail in **Clause 3** of this Agreement.

2.2 The Company’s Privacy Policy, AML Policy and any other mandatory policies of the Company that You can access on the Website or other agreements entered into separately between You and the Company are considered an integral part of this Agreement and shall have the same legal effect as the Agreement. Your use of the Website and Services provided by the Company, is conditional on the acceptance of all supplementary terms as published on the Website.

2.3 We may amend or modify this Agreement at our own discretion at any time by posting such amended or modified Agreement on the Website. Any and all modifications or changes will

become effective immediately upon publication. By continuing to access the Website or use the Services once the revised Agreement is effective, You expressly agree to be bound by its terms.

3. SERVICES

- 3.1 GoldHorn offers Services, which are accessible through the ICONOMI Platform on the ICONOMI Website and are defined in more detail below.
- 3.2 GoldHorn publicly shares crypto knowledge by providing various Crypto Strategies for Copiers to Copy. As a Strategist, GoldHorn sets the Strategy structure by choosing various crypto assets included in the Strategy and their weights, so Copiers can copy such Strategies, operated and provided by GoldHorn, on the ICONOMI Platform.
- 3.3 For the reasons stated above, Users who copy Strategies, operated by GoldHorn, expressly accept and agree to each time valid ICONOMI Terms.
- 3.4 The Strategies provided by GoldHorn are actively changing with Digital Assets direct picking, which enables it to navigate in a challenging and developing crypto market environment. GoldHorn is as such suitable for Copiers who seek high volatility (“drawup” and “drawdown”), high risk exposure and enhanced risk return.
- 3.5 GoldHorn reserves the right to change the Strategy to other Digital Assets exposure and weighting percentage within the Strategy. Rebalancing is performed on a tactical decision and exposure strategy, as decided solely by GoldHorn.

4. RISKS

- 4.1 The Website and Services are provided “*as is*” and “*as available*”. We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise, regarding the Website and the Services provided therein, including any warranty that the Website and the provided Services will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, We disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement and any other warranties arising out of any course of dealing or usage of trade.
- 4.2 You understand that Digital Assets, Crypto Strategies, the Website, blockchain technology, the Ethereum protocol, ether and other associated and related technologies are new and untested and outside of GoldHorn’s exclusive control. You understand that adverse changes in the market forces or the technology, broadly construed, will excuse GoldHorn’s performance under

these Terms. Therefore We kindly ask You to take **note of the following risks of using the Services.**

- 4.3 You understand that the risk of loss in holding any cryptographic tokens can be substantial. Therefore You should consider carefully whether holding any cryptographic tokens or complying with any Crypto Strategies is suitable for You in light of Your financial condition. In considering whether to hold any cryptographic tokens or following the provided Crypto Strategies, You should be aware of the high volatility of the value of Digital Assets and the subsequent value fluctuations, which may be unfavorable and may as such consequently affect the value of the investments copied in Crypto Strategies that are linked to those Digital Assets. There may also be other reasons, not related to the value of the Digital Assets to which Crypto Strategies are linked to, that can cause unfavorable fluctuations of the value of investments in copied Crypto Strategies.
- 4.4 When using the Website and Services You acknowledge that the Company is not responsible for any losses resulting from market changes. The Company does not invite or make any offer to acquire, purchase, sell, transfer or otherwise deal in any crypto asset and does not undertake any liability in connection thereto. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connection failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your Wallet. Unlike bank accounts or accounts at other financial institutions, funds held using the Website, Platform, Crypto Strategies or Blockchain network are entirely uninsured.
- 4.5 You understand and agree that any cryptographic tokens, blockchain technology or distributed ledger technology related projects are new and relatively untested and outside of our exclusive control. Any adverse changes in market forces, the technology and regulatory environment impacting our performance under this Agreement shall absolve Us from responsibility in this regard, including but not limited to hacking attacks, possible theft, unfavourable regulatory action, or unclear legal/tax status of cryptographic tokens.
- 4.6 Furthermore, Digital Assets are not legal tender, are not backed by the government and Digital Assets accounts and value balances on the Platform are not subject to any deposit insurance or protection scheme. GoldHorn does not offer fiduciary services or any form of financial advice and does not take over the role of a bank in any form of meaning.
- 4.7 In addition to the risks set forth by this **Clause 6**, there are further risks that GoldHorn cannot foresee and it is unreasonable to believe that such risks have been foreseeable. Risks may further materialize as unanticipated.
- 4.8 **With the acceptance of these Terms (and the ICONOMI Terms) You acknowledge and confirm that You understand that:**

- **Digital Assets Services, cryptocurrencies, Strategies and products related thereto carry significant inherent risks that may not exist or may substantially differ from traditional asset classes, including any form of other financial instruments;**
- **Past performance of Digital Assets, Services, cryptocurrencies, Strategies and other related products does not predict or in any way guarantee future returns;**
- **Assets invested into Digital Assets, Services, cryptocurrencies, Strategies and other related products on the Website or Platform do not represent a significant share of Your total net worth;**
- **Investment in Digital Assets, Services, cryptocurrencies, Strategies and other related products may result in losses up to and including the total amount of Your principal;**
- **Assets which You deposit on the Platform are Your own and are not subject to the rights of third parties;**
- **You are aware of all risks associated with Digital Assets, Services, cryptocurrencies, Strategies and other related products on the Website and You accept those risks.**

5. USER REPRESENTATIONS AND WARRANTIES

5.1 By accepting these Terms and the General Terms and Conditions of ICONOMI, You warrant that You:

- Have read carefully in their entirety the contents of this Agreement and of the ICONOMI General Terms and Conditions, to which You have fully consented;
- Confirm that You have performed reasonable due diligence with regard to the Company and the Services and that You have, if and to extent You deem necessary, sought independent financial and/or legal advice;
- Are of a legal age (at least 18 years old (or the applicable age of the majority and contractual capacity in Your qualifying jurisdiction));
- Are fully aware of and in its entirety fully understand and will comply with any applicable laws and regulations;
- Have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets, Crypto Strategies or other

related token storage mechanisms and blockchain technology;

- Have not previously been suspended or removed from using the Platform, Website or Services;
- Have full power and authority to enter into this Agreement under these Terms, and in doing so will not violate any other Agreement to which You are a party;
- Have not been placed on any of the sanctions lists published and maintained by the United Nations, European Union, any European Union Country;
- Will not use the Website and Services provided therein, if any applicable laws or regulations in the jurisdictions of Your habitual residence or incorporations prohibit You from doing so in accordance with these Terms; and
- Have provided all of the above representations and warranties truthfully, completely and accurately and in a non-misleading manner, all at the time of Your registration to the ICONOMI Platform.

6. DATA PROTECTION AND GOLDHORN PRIVACY POLICY

- 6.1 Protecting Your privacy is very important to the Company. The Company respects Your privacy and is committed to protecting Your personal data.
- 6.2 We do not collect any of Your personal information data, however each User of the Website and the Services provided therein, expressly agrees and warrants that they are aware of, understand in their full capacity and fully comply with the ICONOMI Privacy Policy.

7. RETENTION OF INTELLECTUAL PROPERTY RIGHTS

- 7.1 GoldHorn Crypto ® is the trading name of GoldHorn, a company registered under the laws of the Republic of Estonia, with a registered company number 16108260 and a registered office at Narva mnt 7-634 Kesklinna Linnaosa, Harju Maakond, 10117 Tallinn, Republic of Estonia, EU.
- 7.2 GoldHorn Crypto® is a registered figurative trademark at the European Intellectual Property Office (EUIPO), No.: 018257604. Owner of the figurative trademark is GoldHorn.
- 7.3 The Website and any of the Services provided therein, including their design elements or concepts and any and all underlying Intellectual Property, including, but not limited to any

registered trademarks, are the property of the Company, and are protected by copyright, patent, trade secret and other Intellectual Property laws. The Company retains any and all rights, title and interest in and to the Website and the Services provided therein (including, without limitation, all Intellectual Property rights), including all copies, modifications, extensions and derivative works thereof. No licences to use any of the trademarks or any other Company brands are to be inferred or assumed pursuant to the use of any of the Services. All rights not expressly granted to You are reserved and retained by the Company and its licensors.

- 7.4 You expressly agree not to duplicate, copy, transmit, distribute, license, reverse engineer, modify, publish, reuse or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Intellectual Property of the Company without the express prior written consent of the Company. You shall not infringe the Intellectual Property rights of the Company, other Users, or any third party.

8. LIABILITY

- 8.1 **Disclaimer of liability.** GoldHorn and its affiliates, their respective officers, employees, or agents will, in regard to the Website, Services and any other related products or services, not be liable to You or anyone else for any damages of any kind, including but not limited to direct, consequential, incidental, special, or indirect damages (including, but not limited to profits, trading losses, or damages) and/or any costs, including (but not limited to) the regulatory costs, license fees or other related costs that result from or are related to the use or loss of use of this Website and its products, or are arising out of or in connection with any acceptance of or reliance on this Agreement.
- 8.2 **Nature and intent of the Services provided.** GoldHorn does not provide any licensed financial services, such as investment services, fund management, portfolio management or investment advice. This Agreement or any other document produced and signed by GoldHorn, as well as the Website and any of its content, does not constitute an offer or solicitation to sell shares or securities. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. The Services provided and the Website are not, do not offer and shall not be construed as investment or financial products, but as a software application.
- 8.3 **Computer Malware.** We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect Your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Company.

- 8.4 **No warranty.** The Services are provided on “*as is*” and “*as available*” basis without any representation or warranty, whether express, implied, or statutory. The Company specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. The Company does not make any representations or warranties that access to any part of the ICONOMI Platform and GoldHorn Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, error-free or secure. Operation of the ICONOMI Platform may be interfered with by numerous factors outside of our control. The Company also specifically disclaims any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in this agreement.
- 8.5 Furthermore, We are not responsible for the cryptocurrency market, and We make no representations or warranties concerning the real or perceived value of cryptocurrency as denominated in any quoted currency. You understand and agree that the value of cryptocurrency can be volatile, and We are not in any way responsible or liable for any losses You may incur by holding or trading cryptocurrency, even if the Services are delayed, suspended, or interrupted for any reason. Lastly, the Company makes no representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Services or any materials contained therein.

9. MISCELLANEOUS

- 9.1 **Age limit.** We do not permit individuals under the age of 18 to register with our Website or use our Services. If we become aware that a child under the age of 18 has provided us with personal data, we will delete such information from our files immediately and block him or her from accessing our Website and Services.
- 9.2 **Governing Law.** The laws of the Republic of Estonia (with the exclusion of any conflict of laws rules that might lead to the use of any other law which is not the law of Republic of Estonia) will govern the validity and construction of this Agreement, any separate agreement whereby we provide You any services and any dispute arising out of or in relation to this Agreement or such separate agreement.
- 9.3 **Jurisdiction.** Courts of the Republic of Estonia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. You and We agree that any claims will be adjudicated on an individual basis, and each waives the right to participate in a class, collective or other joint action with respect to the claims.

10. CONTACT US

10.1 If You have any feedback, question, or complaint, contact us via email at support@GoldHorn-crypto.com. When You contact us please provide us with Your name, address, and any other information we may need to identify You , and the issue on which You have feedback, questions, or complaints.

These Terms and Conditions have been drafted with support of GrlicaLaw and adopted by the Company on [13. 1. 2022]. Date of last revision: [13. 1. 2022]