CryptoPerformance - Global Performance Group LLC
Customers Terms and Conditions
Date: 15.01.2023

1. Global Performance Group LLC contractual products, general, validity of conditions

1. The Regulations define the rules for the provision of services by electronic means to users/customers by Global Performance Group LLC with its registered (reg no 207196607) in Sofia – Republic of Bulgaria (hereinafter referred to as: "CryptoPerformance - CP"), as part of the cryptoperfromance.io website and subdomains (hereinafter referred to as: "Website") as well as, the rules of using the Website by Users.

2. The CryptoPerformance data communication system includes a group of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving data via telecommunications networks, using the end device appropriate for a given type of network.

3. The provision of services by electronic means by CryptoPerformance consists in providing the possibility of associating the Users via the Website to make them enter into transactions for the purchase of cryptocurrencies available on the Website. CP' pricesof individual cryptocurrencies on the Website result from purchase prices of coins, transactions, IT administration, training, and affiliate commissions.

4. The Service is provided for:
a)natural persons with full legal capacity (i.e. persons over 18 years of age who have full legal capacity),
b)other entities with legal capacity based on separate provisions, that have accepted the Regulations and concluded the ServiceProvision Agreement (hereinafter referred to as: the "User").

5. CryptoPerformance informs that the function and the purpose of the software or data not included in the Service, introduced by Cryptoperformance.io into the data communication system used by the User is defined in the Privacy Policy posted on the Website in the "Privacy Policy- Cookie" tab.

6. Detailed rules for charging fees are indicated in the Table of Fees and Commissions constituting an appendix to these Regulations, located on the Website in the "Table of Fees and Commissions" tab.

7. The conclusion of the Service Provision Agreement occurs at the moment of clicking the "Registration" button in the process of the account registration on the Website (hereinafter referred to as: "Account Registration").

8. The Account Registration on the Website is tantamount to acceptance of these Regulations.

9. By accepting these Regulations, the User declares that:
a) he/she is aware of the risk of investing in cryptocurrencies and is aware that one of the elements of this risk is the possibility of losing all the invested funds as a result of changes in the cryptocurrency rates;
b) he/she is aware that the primary threat to any Internet user, including those using services provided by electronic means, is the possibility that third persons shall take control of the User's devices or otherwise acquire data in order to take over the User's Account on the Website, which may result in theft of funds of User; the User shall be solely responsible for the above-described events and cannot make any claims against CryptoPerformance in this respect.

2. The nature and extent of the services covered by the provisions

1. A device with access to the Internet that supports a web browser (e.g. Mozilla, Opera, Chrome) and allowing in the browser the use of Java Script and Cookies services shall be required for the correct use of the Website. CryptoPerformance hereby notifies that using an outdated Internet browser may cause the Website to work improperly.

2. The User shall be solely responsible for ensuring technical compatibility between the computer hardware or end device used thereby and the data communication system, and the Website.

3. CryptoPerformance shall notify the User about updating the Website in the event of changes related to technological changes of the Service provided, via email to the address stored on the Website or by placing information in a visible place on the Website. The change of technical requirements shall not be treated as an amendment to the Regulations, unless it results in the inability of CryptoPerformance to provide the Service to the User.

4. CryptoPerformance reserves the right to suspend or terminate the provision of individual Website functionalities due to the need of maintenance, review or extension of the technical database, if it is required for the stability of the Website. CryptoPerformance shall use its best efforts to notify in advance the User in this respect by providing the date and time of the technical breaks.

5. CryptoPerformance reserves the right to limit access to some or all Website functionalities due to legal regulations in force in a given territory or towards individual Users.

6. The use of the Services shall be done by logging in to the Website through the Cryptoperformance.io website. Using the Website with the use of external applications, overlays or plug-ins shall be done at the sole risk of the User, for which CryptoPerformance shall not be responsible.

7. The Website uses software technology in the available client-server architecture. The client of a given cryptocurrency is an open source multi-platform application that communicates with a given network via the Internet. The Website shall not be responsible for incorrect operation of the given cryptocurrency client.

8. The moment of showing the transaction in the User's Account balance is the moment of concluding a cryptocurrency sale agreement between the Users. Each price indicated in the offer to buy or sell a cryptocurrency is a price derived from the User, and the decision to introduce the offer for concluding a transaction to the Website is only a manifestation of the will of the Website User. The Website does not guarantee and have never guaranteed a profit on changing the exchange rate difference of the cryptocurrencies.

9. CryptoPerformance does not guarantee that the list of offers to buy or sell the cryptocurrencies displayed in the User's web browser reflects its real items and values at all times. The displayed current rate or the value of offers to buy or sell are influenced, among others, by the browser performance, as well as Internet speed and stability.

10. All transfers shall require entering the name and surname, account number, order number and address of the account holder as well as the transfer title, and the SWIFT number in the case of international transfers. Failure to meet the above requirement may result in the failure of a given transfer execution.

11. The incoming transfers in FIAT currencies are promptly updated in accordance with the sessions of CryptoPerformance bank, with the exception of Saturdays, Sundays and public holidays ("Business Days").

12. Payments made in FIAT currencies are ordered to be processed within 2 (two) Business Days.

13. The cryptocurrency is not a financial instrument or an electronic payment instrument within the meaning of the generally applicable provisions of law.

3.Conditions of service provision
1. The User may stop using the Service at any time.

2. The User shall be obliged to protect his/her passwords, email accounts and data needed to log in to the Website, in particular not disclose them to third parties.

3. The User shall be obliged to refrain from performing any unlawful actions within the use of the Service, in particular:
a) use the Service directly or indirectly for purposes contrary to the law, the Regulations and/or good customs;
b) use the Service in a manner that infringes the rights of CryptoPerformance or third parties;
c) roviding by or to the CryptoPerformance data communications system any data that:
- cause disruption of work or overload data communication system of the CryptoPerformance or of third parties who participate directly or indirectly in the provision of the Service;
- otherwise infringe the law, Regulations, CryptoPerformance or third-party goods and/or good customs.

4. CryptoPerformance may permanently or temporarily cease providing the Service to the User in the event of a violation or a reasonable suspicion of a material violation (temporarily until the settlement) or a material violation of the law, Regulations, CryptoPerformance or third parties rights and/or good customs. Notwithstanding the above, CryptoPerformance has the right to discontinue the Service or terminate the Service Agreement with immediate effect in the event that further provision of the Service to the User is against the law.

5. The permanent cessation of the Service provision may result in the removal of all data from the CryptoPerformance data communication system introduced by the User, unless:

a) legal regulations state otherwise, or
b) the removal of any data entered by the User to the CryptoPerformance data communication system shall not be possible due to the nature of the Service.

6. The temporary cessation of the Service provision shall result in restricting the User in using the Service.

7. CryptoPerformance shall be entitled to prevent (block) access to data entered by the User into the CryptoPerformance data communication system in the case of:
a) receiving an official notice of the unlawful nature of the stored data or related activities,
b) obtaining reliable information or learning about the unlawful nature of the stored data or related activities.

8. In the case referred to in the above paragraph, CryptoPerformance shall immediately notify the User about its intention to prevent (block) the access to data. The notification shall be sent to the email address or telephone number of the User indicated and confirmed upon registration or - to any changed and confirmed email address or telephone number, in the case of a change made by the User after the registration date.

9. CryptoPerformance shall use the securities described in the Service in the "Security" tab, in order to secure the funds and cryptocurrencies collected in the Users' accounts.

10. CryptoPerformance shall have the right to use open sources available on the Internet or to analyze metadata, in order to correctly verify the User and conduct the analysis aimed at counteracting fraud.

4.Anti-Money Laundering Policy
1.CryptoPerfromance processes and secures the personal data on the Platform in accordance with the requirements specified in the Act of 18 July 2002 on Providing Services by Electronic Means (Dz.U. of 2016, item 1030; amended: Dz.U. of 2016, item 1579), in the Act of 29 August 1997 on Personal Data Protection (Dz.U. of 2016, item 922), and in the Ordinance of the Minister of Internal Affairs and Administration of 29 April 2004 on the Documentation Pertaining to Personal Data Processing and Technical and Organizational Conditions which Should be Fulfilled by the Devices and Computer Systems Used for Personal Data Processing (Dz.U. no. 100, item 1024). In particular, CryptoPerfromance secures the personal data on the Platform against access to the data by unauthorized persons as well as against processing the data in breach of law, and exercises day-to-day control over the procedure of data processing, allowing only authorized persons to process personal data.

2. CryptoPerfromance processes the personal data of the Users within the scope necessary to establish connection with, shape the content of and correctly render the Services on the Platform by electronic means, including: the purchase, sale or exchange of currencies by electronic means, and performing by CryptoPerfromance the duties of an obliged institution within the meaning of the Act of 16 November 2000 on Preventing Money Laundering and Terrorist Financing (Dz.U. of 2010, no. 46, item 276). CryptoPerfromance processes the personal data of the Users for the purposes associated with making payment transactions and documenting their completion, including performing by CryptoPerfromance the duties of an obliged institution within the meaning of the Act of 16 November 2000 on Preventing Money Laundering and Terrorist Financing. As required by the duties imposed by the said act, the defined internal policy encompasses such actions as:

a) keeping the register of transactions made via the CryptoPerfromance Platform, the value of which exceeds EUR 15.000,00 or its equivalent, also in the event the transaction is carried out in the form of several operations, when the circumstances of such operations indicate that the operations are related to one another and have been divided to operations of less value with the intention to evade registration;

b) applying financial safety measures with regard to the Users of the Platform, including the option to identify the User. The scope of applying such measures is determined on the basis of the assessment of money laundering and terrorist financing risk, made through an analysis, taking into account in particular the kind of the User of the Platform, economic relations, products or transactions;

c) introducing a procedure of suspending a transaction, blocking individual users accounts and freezing the funds deposited on the accounts;

d) storing appropriate registers for at least 5 years of the day a particular transaction was registered;

e) performing the duties of suspending a transaction ordered by the State or European Union authorities in conjunction with reasonable suspicions of the illegality of the transaction.

f) in the case when CP receives from any government authority of the member European Union or any otherauthority established on the basis of an international agreement to which the Republic of Estonia of any decision resulting in the obligation to retain or transfer to a depository account of the above-mentioned institution the funds or the cryptocurrency

of the User, the User's Account shall be suspended, and the funds accumulated on it shall be transferred into the aforementioned account or their withdrawal shall be blocked until a new decision of the Court and/or decision of the other authorities that finally settles the issue of the blocked funds is issued. The same consequences shall result from blocking the bank account on which CP funds are deposited under any decision of the above-mentioned authority. In this case, CP shall notify the User of the reason for blocking the access to his/her funds within 7 days from the date of blocking, if that such notification does not constitute an infringement. CP shall have the right to make available to the authorities described above the User's data held at the express request of the relevant authorities and after the presentation of the required documents.

5.Conclusion of contract, Prices and KYC
1. The User's registration on the Website is required for the provision of the Service.

2. An email address, a unique Username, as well as, the User PIN must be provided for the registration.

3. The User is assigned an individual designation (User Account) after the registration, for use of the Service. Each User may have one User Account on the Website.

4. It is necessary to identify the User in order to obtain full functionality of the User Account, by mans of: KYC, Customer data/documents

a) In order to be able to buy CryptoPerformance contractual products, Customers must provide proof of their identity and address. Customers may only purchase the requested products once these documents have been successfully confirmed.

- As proof of identity, the Customer or the Customer's authorized agent must submit a copy of a valid and official identification document (driver's license, personal identification card or passport) to CryptoPerformance. The photo must be in color and clearly visible, and the name and date of birth on the document must match the data in the profile.

- As proof of address, the Customer must submit a copy of a bill from a public utility company (e.g. gas, water, electricity or telephone bill, which may not be older than six months), to CryptoPerformance. The address and the date of issue must be clearly shown on the bill. Letter envelopes, screenshots or online bills are not deemed sufficient in this regard.

- As proof for company profiles, the Customer must submit a copy of the official business registration that confirms the Customer's full name, company name, company address and the tax number.

b) The User/Customer must submit additional documents to CryptoPerformance upon request.

c) The current CryptoPerformance KYC directives also form an integral part of the contract. The current KYC directives can be found at cryptoperformance.io.

5. The Service is implemented through the Website located under the following domain: Cryptoperformance.io and subdomains.

6. The Service Provision Agreement shall be terminated:
   a) at the User's request with immediate effect,
   b) by CryptoPerformance, in the cases specified in the Regulations.

7. A prerequisite for terminating by the User the Service Provision Agreement is the User's 0 (zero) balances on each of the User's portfolios available on the Website.

8. Termination of the Service Provision Agreement by the User shall result in the account deletion understood as blocking the ability to log in to the User's Account. In this case, the data provided by the User shall be removed from the Website, unless the law provides otherwise. After the termination of the Service Provision Agreement CryptoPerformance shall be obliged to store the User's billing data pursuant to tax regulations for the period indicated therein.

9. In order to ensure the further provision of the Service in a manner consistent with the Regulations, it is allowed to change the entity providing the Service to another entity related to CryptoPerformance. The change of the entity providing the Service will take place in accordance with the law. Change of terms of providing the Service – made in connection with the change of this entity - may not be to the detriment of Users. In the case referred to in this paragraph, the previous entity providing the Service ceases to be a party to the User Agreement and shall no longer provide the Service to the User.

10. Regardless of the mode of terminating the contract, the User may withdraw or convert all funds in FIAT and Cryptocurrencies from the User's wallets available on the Website in accordance with the principles described in the

Regulations. These are mainly the actual terms in the Dashboard cryptoperformance.io . These terms are applicable in case of death or termination as well.

6. Returns of goods

1. CryptoPerformance grants consumers 14-day right of revocation starting with delivery of the goods. We refer to the general revocation explanation and revocation form.

2. There is no right of withdrawal for crypto products, in connection with the revocation under 6.1, as as they are products whose prices are subject to fluctuations in the markets over which CryptoPerformance has no influence and which can occur during the withdrawal period.

7. Responsibility

1. The User shall be responsible for all actions taken after logging in with the login and password.

2. The User shall use the Service at his/her own risk, which shall not exclude or limit the responsibility of CryptoPerformance related to the provision of the Service, to the extent that that responsibility cannot be excluded or limited by law.

3. CryptoPerformance shall be liable to the User for non-performance or improper performance of the Service to the extent resulting from the Regulations, unless the non-performance or improper performance of the Service is a consequence of circumstances for which it is not liable under the law.

4. CryptoPerformance shall not be responsible for the consequences of non-performance or improper performance of the obligations undertaken by other Users towards the User.

5. CryptoPerformance shall not be responsible for:

- deletion of data entered by the User into the CP data communication system, by data communication systems beyond the control of CP,
- consequences of providing third parties with the login and the password by the User,
- effects of transactions conducted on the User's Account, if they were ordered or made while observing the procedure for logging in to the User Account with the User's login and password,
- effects of actions or omissions by external operators or other entities providing services to the User as part of the implementation of particular Website functionalities,
- delays in displaying the Website on devices used by the User created on servers other than CP servers or devices used by the User,
- time of transaction registration when charging portfolios of individual cryptocurrencies.
- incorrect entering by the User of data for payment or withdrawal of funds - in the event of the need to cancel the operation the User shall be charged with a bank or a service operator commission,
- financial losses incurred by the User resulting from the inability to make transactions via the Website during the technical break,
- financial losses of the User resulting from exchange rate differences arising during blocking of a given transaction or the User Account executed in accordance with the Regulations or at the request of government authorities,
- for technical problems or limitations, including the speed of data transmission of computer hardware, terminal equipment, data communication system and telecommunications infrastructure used by the User, which prevent the User from using the Website,
- liability for the consequences of using the Website by the User in a manner contrary to applicable law, Regulations or principles of social coexistence or custom adopted in this regard.

6. The Regulations shall apply taking into account the rights of the User arising from consumer laws.

8. Intellectual Property

1. CryptoPerformance shall have rights to the works, markings and trademarks available on the Website, to the extent necessary to provide the Service.

2. The works, markings and trademarks provided within and for the purpose of providing the Service shall enjoy the protection provided by law.

3. The User shall be entitled to use the works under the permitted private use provided for by law.

4. The use beyond the permitted private use shall require the prior consent of the authorized entity.

9.Complaintsprocedure

1. If, in the User's opinion, the services provided by CryptoPerformance are not performed in accordance with the provisions of the Regulations, he/she may submit a complaint in the manner set out below.

2. The complaint may be submitted with our Ticketsystem under subjects Complaints.

3. The complaint should contain:
- the name (login) under which the User appears on the Website;
- the subject-matter and the circumstances justifying the complaint;
- the proposed method of resolving the complaint.

4. The complaints shall be considered in the order of their receipt., but not later than within 14 (fourteen) days. If the complaint does not contain information necessary for its consideration, CryptoPerformance shall ask the User to supplement it to the necessary extent, and the period of 14 (fourteen) days shall run from the date of delivery of the completed complaint. In justified cases, CryptoPerformance may extend the complaint consideration period by additional 14 (fourteen) days, about which the person submitting the complaint shall be informed. In case of services provided by the outside companies, term of considering of the complains shall be extended by the dates provided by the regulations of given company. User shall be informed about above mentioned extend term and about company responsible for given services.

5. The person submitting the complaint shall be informed about the method of considering the complaint in the form in which it was submitted.

6. The User shall have the right to appeal against the decision taken by CryptoPerformance within the complaint procedure. The provisions of article 2, 3 and 5 of this T&G shall apply mutatis mutandis.

10. Transaction security procedures

1. If CryptoPerformance reasonably suspects a commitment of a crime, in particular, it suspects that funds or cryptocurrencies that are the subject-matter of the transaction originate from an offense, CryptoPerformance shall be entitled to block the transaction or the User Account, as well as to notify the law enforcement and the judiciary authorities about its suspicion. The notification referred to in the preceding sentence is made independently of other actions taken independently by CryptoPerformance. CryptoPerformance shall have the right to block the User's Account until the doubts are clarified (e.g. by re-verification of the User) or the relevant decision of the relevant authority is obtained.

2. In the case of suspicion or finding that the User's data on the Website is incomplete, incorrect and/or outdated, CryptoPerformance has the right to request from the User to undergo another User verification mentioned in article 5 of the Regulations and/or other documentation justified by circumstances of the case.

3. Acceptance of these Regulations is tantamount to consent of the User to the possible subsequent verification of the User by CryptoPerformance referred to in paragraph 2.

4. In case where the doubts as to the origin of funds or cryptocurrencies being the subject-matter of the transaction do not disappear, re-verification of the User does not lead to the identification of the User, or there is still a doubt that the declaration of will made by the User within the transaction is fraught with a defect, CryptoPerformance shall refuse conducting the transaction.

5. If in the case referred to in paragraph 1, CryptoPerformance has accepted any funds or cryptocurrencies, CryptoPerformance may block the execution of the transaction by depositing the funds or the cryptocurrencies in the blocked User Account, in a CryptoPerformance deposit account or in a court deposit until the final decision on who owns them by the competent law enforcement and justice authorities.

6. Upon a justified request of a bank or other financial institution, if they suspect a possibility of commitment of a crime, CryptoPerformance may block the transaction execution by depositing the funds or the cryptocurrencies in the blocked User Account, in a CryptoPerformance deposit account or in a court deposit until the final decision on who owns them.

7. In the event that CryptoPerformance determines, without any doubts, who is the owner of the funds or the cryptocurrency, it shall independently order the return of them to the owner.

8. CryptoPerformance shall immediately notify the parties to the transaction of any suspension or blocking of the transaction.

9. Any subsequent execution of the transaction after its previous suspension or blocking of the Account, or return of funds after the transaction suspension or blocking in connection with actions resulting from violation of the Regulations by the User or actions of CryptoPerformance performed based on the provisions of the Regulations (e.g. the need to conduct the User's re-verification procedure) shall not authorize the User to file any claims against CryptoPerformance on any grounds, in particular regarding lost profits.

10. The procedures indicated in article 11 shall also apply when the User performs transactions for third parties. In this case, in addition to the procedure described in paragraph 2, the verification of the User may consist in particular in demanding from the User the data enabling full verification of third parties for whom transactions are conducted in accordance with the provisions of paragraph 2 of this Clause and demonstrating the authorization to conduct transactions for those third parties.

11. In the case referred to in the above paragraph, the provisions of this Clause shall apply mutatis mutandis.

12. CryptoPerformance shall provide the authorities referred to in paragraph 1 with the User's data regarding User's identity, both indicated by the User himself/herself and obtained in the verification procedure referred to in paragraph 2, as well as other information about the User's activity on the Website, in the case of necessity, and without the need to obtain the consent of the User.

11.Changes to the regulations
1. CryptoPerformance shall be entitled to amend the Regulations and the amendments become effective on the date indicated by CryptoPerformance. The deadlines for the amendments implementation may not be shorter than 7 days from the time when the Regulations amendment is made available on the Website. The User will be notified of an amendment to the Regulations on dashboard or via email to the address stored on the Website.

2. If the amendments are not accepted in order to terminate the agreement, the User should immediately notify CryptoPerformance, with our ticketsystem.

3. Change of the Table of Fees, prices and Commissions or Methods of Payment shall not constitute an amendment to the Regulations.

12.Language of the contract, English version
1. English is the language of the contract. The Customer must translate correspondence in other languages into English at his own cost, risk and responsibility. Translation errors are the Customer's responsibility.

2. Only the English version of these T&C shall be binding; other versions are provided solely for informational purposes.

13.Applicable law / Place of jurisdiction
The law applicable to the agreement between the User and CryptoPerformance, the subject-matter of which are the services provided by CryptoPerformance within the Website, under the terms specified in the Regulations, shall be the law of seat CryptoPerformance. All and any disputes related to the services provided by CryptoPerformance shall be resolved by competent courts of Company's residence.

14. Severability clause
1. In the event one or more provisions under this contract are found to be invalid, another pro-vision that most closely corresponds to the invalid provision on a business level shall apply.

2. The invalidity of one or more provisions of these T&C shall not affect the validity in the remainder.

3. An invalid provision is automatically replaced with a valid provision that most closely corresponds to the business purpose of this agreement.