

Universum Terms & Conditions

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Welcome to Universum! These Terms of Use (“**Terms**” or “**Agreement**”) is a binding legal agreement between you (“**you**”, “**yours**” or “**User**”) and Universum (“**Universum**”, “**we**”, “**us**,” and “**our**”). The Terms govern your access to and use of the Universum app (the “**App**”) and/or other services that may be offered by Universum from time to time (“**Universum Service**” or “**Service**”).

Agreement to the Terms

BY ACCESSING THE APP, WEBSITE OR SERVICE, SIGNING UP TO USE A UNIVERSUM ACCOUNT, AS DEFINED HEREIN, OR SERVICE THROUGH THE APP OR U-NIVERSUM.COM (“**WEBSITE**”) OR BY PURCHASING, OBTAINING OR HOLDING U(S), AS DEFINED HEREIN, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AND ANY POLICY OR DOCUMENT INCORPORATED HEREIN, AND WILL BE BOUND BY THESE TERMS.

PLEASE REVIEW THESE TERMS CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. YOUR ACCESS AND USE OF THE APP AND THE SERVICE ARE SUBJECT TO TERMS HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP OR THE SERVICE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT THESE TERMS, TOGETHER WITH THE PRIVACY POLICY, REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND UNIVERSUM RELATING TO THE SUBJECT MATTER HEREOF AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Amendment of the Terms and Service

UNIVERSUM MAY, AT ITS SOLE DISCRETION, AMEND, UPDATE, MODIFY OR SUPPLEMENT THIS AGREEMENT AT ANY TIME BY POSTING THE REVISED AGREEMENT ON THE WEBSITE, IN THE APP AND/OR PROVIDING COPY TO YOU (“**UPDATED TERMS**”). THE UPDATED TERMS SHALL BECOME EFFECTIVE AS OF THE TIME POSTED ON THE WEBSITE OR IN THE APP. YOUR CONTINUED USE OF THE SERVICE AFTER POSTING THE UPDATED TERMS CONSTITUTES YOUR ACCEPTANCE AND CONSENT TO THE UPDATED TERMS. IF YOU DO NOT AGREE TO ANY UPDATED TERMS, YOU MAY NOT USE THE SERVICES AND YOUR SOLE AND EXCLUSIVE REMEDY IN SUCH CASE SHALL BE TERMINATION OF USE OF THE SERVICES AND CLOSURE OF YOUR UNIVERSUM ACCOUNT AS SET OUT HEREIN. FURTHER, UNIVERSUM RESERVES THE RIGHT TO MAKE CHANGES TO, UPDATE, MODIFY OR RELEASE A NEW VERSION OF THE SERVICES OR ANY PART THEREOF AT ANY TIME AT ITS SOLE DISCRETION.

No Investment Advice or Brokerage Service

UNIVERSUM IS NOT A BROKER, FINANCIAL INSTITUTE OR CREDITOR AND IS NOT REGISTERED WITH ANY GOVERNMENTAL AUTHORITY IN THAT CAPACITY. UNIVERSUM IS A PEER-TO-PEER PLATFORM THAT FACILITATES TRANSACTIONS BETWEEN TALENTED INDIVIDUALS AND SPONSORS. UNIVERSUM IS NOT A PARTY TO ANY AGREEMENT BETWEEN ANY USERS. UNIVERSUM DOES NOT PROVIDE ANY INVESTMENT, TAX OR LEGAL ADVICE OR RECOMMENDATION, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER ANY TRANSACTION, DONATION OR ANY OTHER ACTION IN CONNECTION WITH THE SERVICES IS APPROPRIATE FOR YOU BASED ON YOUR PERSONAL OBJECTIVES, RISK TOLERANCE AND FINANCIAL CONDITIONS. INFORMATION PROVIDED BY UNIVERSUM ON THE WEBSITE OR VIA THE APP DOES NOT CONSTITUTE INVESTMENT, FINANCIAL OR OTHER ADVICE. UNIVERSUM DOES NOT PROVIDE ANY RECOMMENDATION TO MAKE ANY TRANSACTION WITH ANY U, AND ANY TRANSACTION OR ACCESS TO ANY SERVICE IS MADE BY YOU AT YOUR OWN RISK.

UNIVERSUM IS NOT REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION AND DOES NOT OFFER SECURITIES SERVICES IN THE UNITED STATES OR TO U.S. PERSONS. YOU ACKNOWLEDGE THAT U- IS NOT SUBJECT TO PROTECTIONS OR INSURANCE PROVIDED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR THE SECURITIES INVESTOR CORPORATION.

Universum Dictionary

“**Achievement**” or “**Promised Achievement**” means an event evidencing the success of the Talented Individual.

“**Business Day**” means day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“**Payout Due Date**” means the final date by which the Talented Individual must Achieve the Promised Achievement for the Sponsor to be eligible to receive the associated Promise.

“**Processing Fee**” means any relevant fee required for processing any transaction concerning U(s), including any payment processing service fee and any other applicable fee payable by Sponsor.

“**Promise**” means payment amount in relation to single U and payable by the Talented Individual in the event of the relevant Achievement as provided for in TISA.

“**Promise as a Single Payment Fee**” means any relevant fee required for processing any transaction concerning payment by Talented Individual of Promise to Sponsors, including any payment processing service fee and any other applicable fee.

“**Redemption Price**” means number of U(s) Sponsor will need to use the Redemption Reward.

“**Redemption Reward**” means a voluntary redemption of U(s) in exchange for virtual meeting with the Talented Individual.

“**Redemption Terms**” means terms and rules governing exercise of Redemption Reward by Sponsors.

“**Sale**” means a sale of U(s) by the Talented Individual to Sponsor as purchaser through the Service.

“**Sponsor**” means any person who would like to purchase or has purchased or otherwise acquired ownership of U(s) through the Service.

“**Talented Individual**” means any user of the Service who offers U(s) for Sale through the Service with the Achievement attached.

“**Total Promise per U**” means the total amount of all Promises per U at any given time.

“**Total Sale Price**” means the total sale price for the Sale.

“**Transmitting Fee**” means any relevant fee required for processing any transaction concerning withdrawal of Proceeds by the Talented Individual from their account and payable by the Talented Individual, including payment processing service fee and any other applicable fee.

“**Universum Proceeds Fee**” means a fee charged by Universum on funds raised by the Talented Individuals through Sale of their U(s) as set out in these Terms.

“**Universum Promise Payment Fee**” means a fee charged by Universum on each Promise amount payment made by Talented Individuals to Sponsors as set out in these Terms.

“U” or “U(s)” means a promise of a Talented Individual to pay a Promise to Sponsor being a lawful owner of the relevant U in the event of Achievement, as well as perform other promises attached to U(s) as provided for in TISA.

“User” means any person who has registered an account through the Service to use the Service, Website or App. Except where otherwise expressly stated in these Terms, User includes both Sponsor and Talented Individual.

Service

Subject to compliance with these Terms, Universum will provide you access to the App, Website and Service.

Universum may, at its sole discretion, prohibit, block or suspend you or any other person from using the App, Website or Service without any prior notice. You hereby agree and consent that Universum is not required to motivate any such decision. You further acknowledge and consent that Universum shall not be liable to you for any such decision.

Account Setup

Universum grants you non-exclusive, limited, non-transferrable and revocable permission to use its Services subject to certain restrictions and conditions.

To use the Universum Service, you must register a user account through the Universum App (“**Universum Account**”). You will need to complete certain verification procedures before you are permitted to use the Universum Service. By registering or using a Universum Account, you agree and represent that you have created and will use your Universum Account only for yourself and not in the interest or on behalf of any third party. Universum may refuse to open, suspend or terminate any Universum Account, suspend or terminate any transaction from or trading in Universum Account at its sole discretion and without prior notice to you. You hereby acknowledge and consent that upon creation will not be able to assign your Universum Account to any other person.

You will be asked to fill in a registration form for Universum Account registration. Your Universum Account name will be assigned to you automatically and consist of your family and given names. You hereby agree and consent that you will not be able to change your Universum Account name after it’s assigned to you at registration.

Each User is eligible to have only one Universum Account at any given time. You are fully responsible for maintaining the security of the Universum Account and for all operations and activities that occur under your Universum Account. You shall be responsible for protecting your Universum Account credentials and assume obligations in relation to all transactions under your Universum Account.

To create an account, you must be an individual and not a company or charitable organization. You must be at least 13 years old and old enough to lawfully provide your consent to processing your personal information. You must be at least 18 years old to Sale or purchase U(s) via the App, the Website or the Service.

Your Universum Account will allow you to record your ownership of U(s) and related transactions with U(s). Your Universum Account is intended solely for the proper use of the App and Service. You will not be able to transfer your U(s) outside of Universum. When you register, maintain or use your Universum Account or otherwise use the App, Website or Service, you must provide Universum with true, accurate and complete information. You must not use false or misleading information in connection with your Universum Account and any Service. You agree and consent to keep your information with Universum current and up to date. You further authorize Universum to make inquiries and take steps that we consider reasonable, necessary or desirable, including through third parties, to verify the accuracy of information provided by you.

You must comply with all applicable laws, regulations and these Terms while using the App, Website or Service and must not use the Service, App or Website to infringe any third party’s intellectual property or personal rights.

In accordance with our commitment to compliance, we cannot open accounts for individuals that are residents in certain countries and regions (including Cuba, Iran, North Korea, Syria, Russia, Crimea, Donetsk and Luhansk Regions), as well as to individuals that listed on sanctions lists, including on Specially Designated Nationals List of Office of Foreign Assets Control. Our sanctions policies apply to all Users regardless their locations and residence. By creating account on Universum you confirm that you are not restricted by any of these restrictions. We reserve the right to request confirmation thereof, as well as to independently verify it. We reserve the right to suspend, terminate or take any other appropriate action on the account, should we suspect any sanctions or restrictions violation.

You must not and must not allow others to:

- use the Service, App, Website or any feature thereof for any illegal or unauthorized purpose;
- facilitate illegal or harmful activity through Universum;
- cause harm to Universum or other users through Universum;
- use Universum in any way that violates prohibitions imposed by sanctions authorities;
- create content, products or services except as expressly authorized by these Terms;
- use or reproduce any part of the Service, App or Website except as these Terms or law provide otherwise;
- modify, amend or interrupt the Services, App or Website or technical limitations thereof.

Users that are Talented Individuals may be subject to additional admission procedures and may be required to provide additional information for of Universum.

Universum reserves its rights to impose additional requirements and limitations on Sponsors, Talented Individuals and their actions on Universum, including impose act of sponsorship and Promise limits.

Talented Individuals

If you are a Talented Individual, you understand that you are entering into separate legal agreements with Universum and your Sponsors. Without limiting your general User obligations toward Universum hereunder and toward Sponsors under the TISA, you consent that the following rules apply to you hereunder:

- (1) **Comply with Law.** You must comply with all applicable laws and regulations in statements concerning your Promises, Achievements and any use of Universum.
- (2) **Promises and Achievements.** Your Achievements and Promises offered through Universum must comply with all applicable laws and regulations. You must not offer any Achievement or facilitate any activity that is illegal or violates any applicable law, statute or regulations or violates any of Universum policies, rules, guidelines.
- (3) **Use of Proceeds.** You must use the funds received from Achievement offering toward achieving the relevant Achievement. You must not use or permit use of the Proceeds for any illegal purpose or to violate any law or regulation. You must not raise the Proceeds for charitable purpose.
- (4) **Truthful Information.** Information you provide to Universum and post must be true and accurate. You must not post any information if the respective information is false, misleading or inaccurate. Don't do or post anything deceptive or fraudulent.
- (5) **Restricted Activities.** You must not offer any Achievement or facilitate any activity that is related to any illegal products and services or may be considered illegal, including illegal drugs and substance, violence, hate, harm or discrimination, adult content and services, financial and legal services, gambling, government services, privacy breach, extremism.
- (6) **Personal Use.** Universum is for your personal use. Any Achievement offered, campaign organized or Proceeds raised by you through Universum must be for your own interest and benefit and not for the benefit of any third party.
- (7) **Community Guidelines.** You must comply with all other documents regulating use of our Services, including with Universum Community Guidelines.

The Talented Individual can terminate the campaign within 30 days following its launch and refund Sponsors.

If you are Talented Individual, by using Universum, you agree that you must not amend TISA without prior written consent if Universum.

Content

All content included in or made available through the App, the Website or the Service, or any related content, materials and information such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software (the “**Content**”) is either the property of Universum or its content providers and protected by applicable laws. Subject to these Terms, you are granted a limited, nonexclusive, non-transferable license to access and use the Content solely for purposes using the App, Website or Service as approved by Universum from time to time. Any other use of the Content is expressly prohibited, and all other rights, titles, and interests in the Content are exclusively the property of Universum and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Universum.

Universum Service may let you upload, post and share information and content (for example, text, images, video, audio and other materials) (all together “**User Content**”). Universum does not control such User Content and is not responsible for it. When you access such User Content, you do so at your own risk. You agree that Universum will not be responsible for any losses and damages arising from your use of such User Content or reliance on it.

You must have appropriate intellectual property rights to User Content to post it through the Service or in the App. By posting it through the App, Website or Service, you confirm and attest that you own such rights to relevant User Content being posted.

You retain your ownership rights in your User Content subject to the license granted hereunder. By uploading, posting, transmitting or otherwise making available any User Content through the App, the Website or the Service, you hereby grant to Universum a non-exclusive, perpetual, worldwide royalty-free, transferrable license with the right to sublicense, store, host, use, copy, modify, publish, display, perform, reproduce, distribute, communicate, reformat or otherwise your User Content in all formats to operate, develop, promote, administer or improve our Service.

You understand that all User Content, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such User Content was originated or by whom it was posted or transmitted. Universum does not control the User Content posted or transmitted through the App or the Service and does not guarantee the accuracy, integrity, or quality of such User Content. You must not upload, post, transmit or otherwise make available through the App or the Service any abuse, spam, malware or illegal content, as well as any materials that contain software viruses, worms, code or programs that are designed to interrupt or destroy the functionality of the App, Website or Service or any software or equipment. You understand that using the App or Service may expose you to User Content that is offensive, indecent, or objectionable. Under no circumstances will Universum be liable in any way for any User Content, including, but not limited to, any errors or omissions in User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, transmitted or otherwise made available via the App or Service.

You agree and consent that User Content posted, transmitted or otherwise made available through Universum Service or the App must comply with these Terms and applicable regulations and shall not breach any third-party rights. You cannot post in Universum any User Content that contains any adult or illegal content.

Universum reserves the right to remove any User Content without prior notice. Universum reserves its right to label and categorize User Content, which may affect how the content is displayed to other Users.

Consent for Use of Electronic Records and Signatures

You must read this Consent for Use of Electronic Records and Signatures (“**e-sign consent**”) carefully and retain a copy for your records. It contains important information. In this e-sign consent, the words “we”, “us”, “our” and “Universum” mean Universum, Inc. and its affiliates and third-party service providers or partners acting on its behalf.

This e-sign consent applies to all notices, agreements, disclosures, statements, and other communications (collectively, “**Communications**”) that we provide to you regarding Universum Service.

Communications include (a) terms of use, agreements, policies and disclosures you agree to for the use of or in relation to the Service, including updates and amendments to these terms, agreements, policies and disclosures; (b) any disclosure we are required to make available to you by law or third party; (c) Universum Account details and history, receipts and confirmations, statements and reports, and any other information in relation to the Universum Account and transactions; (d) tax statements and documents; and (e) other letters, notices, alerts and disclosures in connection with your Universum Account, application for the Service, transactions.

By (a) submitting an application or opening an account to use the Service, and/or (b) clicking the button or selecting the checkbox displayed in connection with acknowledging or agreeing to this e-sign consent, and/or (c) otherwise providing affirmative action indicating your agreement to e-sign consent, you agree to (x) receive Communications electronically, (y) your and our use of electronic records and signatures, (z) .

You agree that this e-sign consent applies to all Services that you may use now or obtain in the future. To the fullest extent permitted by law or unless we explicitly agree otherwise, we may provide and you agree to receive Communication to you as follows: (a) by posting Communication on the Website or in the App, (b) by notifying you through the Service, including through your Universum Account, (c) by a text message to the mobile phone number provided in your Universum Account or message on the electronic device on which the App is installed, (d) by sending an email to the email address provided in your Universum Account, or (e) delivering them in another electronic format.

You agree that we may execute Communications electronically. If we request so, you will execute Communications electronically. You further acknowledge and agree that all Communications you or Universum sign electronically will have the same legal effect as a signed physical document. You agree to be bound by any such Communications or other document or notice made in accordance with this e-sign consent.

You are responsible for keeping your email address, if requested so by Universum for use of any part of Services, and other details required to deliver Communications hereunder accurate, true and current. You may update your details in your Universum Account if they change.

To access, view, sign and retain electronic Communications that we provide to you, you must have appropriate hardware and software: (a) your device must have internet access, (b) you must use an up-to-date version of an internet browser and operating system we support, (c) your email address must be valid and active, (d) device on which you use the Service must be up-to-date and have an operating system capable of supporting all of the above.

You may withdraw your consent to this e-sign consent at any time by contacting us at the address below. If you withdraw your consent, you will not be able to use our Service.

Transactions

Subject to the Terms, the App and/or Service will allow you to sell and purchase the Us. Such transactions will be governed by and conducted in accordance with these Terms and in all events are subject to the Talented Individual and Sponsor Agreement (“**TISA**”). Universum is not a party to any transaction between the Talented Individual and Sponsor.

Subject to the Terms, the App and/or Service may allow Talented Individuals to make available for purchase by Sponsors U associated with the Talented Individuals (“**TI U(s)**”).

Unless otherwise expressly agreed by Universum in its sole discretion and subject to these Terms, each Talented Individual will be allowed to offer for sale via the Service of up to 50,000,001 TU(s). The TI U(s) and subsequent right of the Talented Individual to sell them to Sponsors shall be subject to vesting (each “**Vested TI U(s)**”) in accordance with schedule available in the App.

In each case, Vested TI U(s) shall become available for offering by Talented Individual at 6 am UTC on the relevant date. Without limiting the generality of other provisions of these Terms, Talented Individual hereby acknowledge and consents that Universum can terminate, suspend or cancel vesting of the relevant TI U(s), as well as lock any Vested TI U(s) at any given time without any prior notice. You hereby consent and agree that we have no obligation to explain or motivate any such decision.

The offering of Vested TI U(s) for sale shall be at the sole discretion of the relevant Talented Individual. The Talented Individual may offer for sale all or part of Vested TI U(s), as well as not to offer for sale any Vested TI U(s). Talented Individual bears no obligations in relation to Vested TI U(s) that have not been sold.

In the event Talented Individual offers TI U(s) for sale, details of each offer shall specify all sale details (“**Offering Information**”) as set out in these Terms, including:

- Sale price (“**Sale Price**”) per TI U,
- Achievement,
- Payout Due Date,
- Promise,
- Redemption Terms, and
- Other rights and restrictions applicable to U(s).

Promised Achievement and relevant Payout Due Date and Promise cannot be changed after announcement. Any additional information that may be provided by the Talented Individual in relation to proposed sales of TI U(s), whether via social media accounts of the Talented Individual, the App or the Service, will not constitute Offering Information.

Without limiting the generality of other provisions of these Terms, you hereby consent and agree that Universum does not pass upon the merits of or give its approval to any Offering Information and any other information provided by the Talented Individual to Sponsors, its accuracy or completeness, nor does Universum pass upon the accuracy or completeness of any materials and documents disclosed as part of the Offering Information or any such information. The Offering Information, including any description of Promised Achievement or any materials and documents related thereto, and any other information provided by the Talented Individual to Sponsors through the App, Service or Website are the sole responsibility of the relevant Talented Individual.

Subject to these Terms, the Talented Individual determines the Sale Price for TI U(s) in its sole discretion. The Sale Price offered by the Talented Individual shall be denominated in US Dollars and must be lower than Total Promise per TI U at any given time.

Talented Individuals hereby acknowledge and agree that any information provided to Sponsors in relation to TI U(s) being offered, including Offering Information must be complete, accurate and include all relevant information associated with TI U(s).

Subject to these Terms, the Talented Individual will be able to announce new Achievements and associated Promise in the future. Sponsors holding TI U(s) sold by the relevant Talented Individual before such announcement will have a right to receive relevant Promise.

Redemption Reward

Sponsor can exercise Redemption Reward upon request in accordance with terms of TISA at any time subject to sufficient balance of U(s). U(s) remain redeemable even if the Talented Individual fails to complete the Achievement.

Redemption Price for the meetings with Talented Individual is determined by Universum. Talented Individuals agree to comply with Universum terms, instructions and directions in relation to Redemption Terms of the respective U(s). Redemption Price and other Redemption Terms are available on the Talented Individual’s profile page on Universum.

All redeemed U(s) are automatically transferred to the Talented Individual. Sponsor will not be entitled to any Promise payment in relation to redeemed U(s), if the Talented Individual completes the Achievement after the redemption.

All meetings between Talented Individuals and Sponsors will be virtual. Users agree the meeting to be recorded for security purpose.

Fees and Payments

Fees and Payments payable by Sponsors

Sponsors pay the following fees in relation to transactions made through Universum platform:

Processing Fee: Sponsorship transactions made through the App will be subject to the applicable Processing Fee. Processing Fees payable in relation to acquisition by Sponsor of U(s) in a particular transaction depend on a number of factors, including transaction size, payment method, payment processor and other factors. Upon acceptance of the Sponsor's order, the Sponsor will see the Total Sale Price for the U(s) purchased and the applicable Processing Fee on the purchase preview screen. By proceeding to checkout, Sponsor agrees to pay the Total Sale Price and Processing Fee on top of the Total Sale Price in each purchase. Upon payment of the Total Sales Price and all applicable Processing Fees, Sponsor will receive the relevant TI U(s). It usually takes at least 7 (seven) days to deliver TI U(s) to the Sponsor but may take longer time. If TI U(s) are not delivered within 14 calendar days upon payment, please contact Universum support team.

Universum Promise Payment Fee: Universum collects a 7.5% platform fee on amounts paid by Talented Individuals to Sponsors as a Promise payment. Sponsor hereby consents to and authorizes Universum to automatically deduct any applicable Universum Promise Payment Fee from any Promise payment made by Talented Individual.

By choosing Same day bank payment method for the payment, you agree to execute the Sponsorship transaction electronically and authorize Universum or our third-party payment processor to electronically debit the bank account that you have provided to Universum or our third-party payment processor. You agree and consent that (1) Universum and our third-party payment processor will perform an assessment to define if you are eligible for this payment method and can decide at their discretion to terminate your access to this payment method, (2) Universum and our third-party payment processor can stop processing Same day bank payment method at their discretion at any time if more than two failures of electronic debits occur due to insufficient funds or other reasons. If Universum or our third-party payment processor has terminated access to the Same day bank payment method, you can send a request to resume access via support@universum.com. You agree and acknowledge that Universum can (1) resume access with additional fees applied, and (2) decide not to resume access to Same day bank payment method at our sole discretion.

Fees and Payments payable by Talented Individuals

Talented Individuals pay the following fees in relation to transactions made through Universum platform:

Universum Proceeds Fee: Universum collects 12.5% of the Total Sale Price and additional 1.5% of the Total Sale Price if payment is made by international cards. Talented Individual hereby consents and authorizes Universum to automatically deduct Universum Proceeds Fee from proceeds from sale of U(s) by the Talented Individual ("Proceeds") before transmitting the Proceeds to the relevant Talented Individual.

Transmitting Fee. The Proceeds are credited to the dedicated account held by our third-party payment processor. Withdrawal transactions are subject to Transmitting Fees. The Transmitting Fee payable in relation to each particular withdrawal depends on number of factors, including on fees applied by our third-party payment processor, transaction size and other factors. Talented Individual hereby consents and authorizes Universum and its third-party payment processors to automatically deduct the Transmitting Fee from withdrawal amounts. Talented Individual acknowledges that the Transmitting Fee may vary from payment processor to payment processor.

Promise as a Single Payment Fee. Promise as a Single Payment Fee applies to each Promise payment made by Talented Individual. Promise as a Single Payment Fee payable in relation to a particular payment depends on number of factors, including transaction size, payment method and other factors. Talented Individual hereby agrees to pay the Promise as a Single Payment Fee on top of any Promise payment.

The Proceeds credited to the dedicated account held by our third-party payment processor become available for withdrawal on the 5th and 20th days of each month or, if the 5th and 20th day of the month is not a Business Day, on the next succeeding day that is Business Day but in no event earlier than 15 calendar days after provision by the Talented Individuals of the payment details.

Payment of Promise to Sponsors is made using Promise as a Single Payment method. Talented Individual makes a Promise payment through a payment method provided by our third-party provider. Promise payment amount is then credited to a dedicated account with Universum's third-party payment processor. Universum and our third-party payment processor transfer promise payment to Sponsors of the Talented Individuals in accordance with registry of Sponsors as set out in the TISA. Notwithstanding any provision herein, Talented Individual remains solely responsible and liable for payment of Promise in accordance with TISA. Our obligations to make any payment to Sponsors are limited to amounts actually received from Talented Individual with respect to the relevant Promise. Universum does not guarantee payment of any Promise by the Talented Individual.

Universum relies on third-party payment processors for the Service. The availability of Proceeds on the Universum Account for subsequent transfer to the Talented Individual is subject to the timing of the payment process by such third-party payment processor. We do not receive the funds instantly and there may be severe delays between the payment for any TI U(s) sale being initiated by the Sponsor and the payment arriving in the Universum Account. Talented Individual acknowledges and agrees that this may result in substantial delays in the payment arriving in the Talented Individual's account. Please contact your bank for any delays.

Any transaction with U(s) through the App, Website or Service will be final and not reversible. You will not be able to cancel neither sale, nor purchase of U(s) after you consent to such transaction by clicking the button or selecting the relevant checkbox displayed at the checkout.

Payment Processing Services and Other Partners

We partner with other companies (such as Stripe) for payment processing and rely on certain other third parties to assist with certain elements, parts, transactions or features of the App, Website or Service. If we cease to continue any relationship with such third parties for any reason, this may adversely affect access to and use of the App, Website and Service.

Such third parties are subject to their own terms, agreements and policies. By using Universum, you also agree to such terms, agreements and policies and agree to be bound by them. For example, payment processing services provided by Stripe are subject to the Stripe Connected Account Agreement and the Stripe Terms of Service and certain other Stripe policies (together "**Stripe Agreement**"). By using Universum, you agree to be bound by the Stripe Agreement, as may be modified by Stripe from time to time.

As a condition to Universum enabling payment processing services through Stripe or any other payment processors, you agree to provide Universum accurate and complete information about yourself and you authorize Universum to share any such information with payment processor, as well as transaction information related to your use of the payment processing services. In all cases, other third-party processing fees apply in addition to any Universum Fees. We are not responsible for the performance of any processing or third-party payment services.

Universum may contain links to third-party websites, apps services. We do not control, endorse or own such websites, apps or services and are not responsible for information from them. When you access those websites, apps or services, you do so at your own risk. We are not responsible for the performance of any such third-party and not liable for any losses or damage you may incur by dealing with such third parties and websites. You

hereby release Universum from any and all liability arising from your use of or access to such third party websites, apps or services.

Compliance

By using Universum, you agree to comply with all applicable import, re-import, export, and re-export control laws, decrees and regulations, including any country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you use any third-party products funded through the website.

You agree to indemnify Universum for any penalties, fines, attorneys' fees and other amounts that may be incurred by Universum or its employees or affiliates that arise out of or are related to your failure to comply with these terms.

Termination

You should be aware that removing or uninstalling the App or closing or deleting your Universum Account may not be sufficient to terminate it and these Terms or any obligation arising out of or in connection with your use of the App, Website or Service. Terminating your Universum Account, or otherwise terminating these Terms, will not entitle you to receive any refunds for any purchases that you might make on or using the App, Website or Service.

After sale of at least one TI U, Talented Individual will not be able to close or terminate its Universum Account. Notwithstanding anything contrary in these Terms, the Universum Account of the Talented Individual can be deleted or terminated by the relevant Talented Individual only upon buy back of all TI U(s) from Sponsors.

Universum reserves the right to suspend or terminate in its sole discretion your Universum Account and your access to, or use of, the Website, App or Service, as well as any transaction from or trading in Universum Account, at any time and for any reason without any prior notice to you. Universum will not be liable to you or to any third party for any suspension or termination. You agree and consent that Universum has no obligation to disclose details of any such suspensions or cancellations to you.

Upon any termination or deletion of your Universum Account for whatever reason, you may no longer have access to information that you have submitted, stored, posted, or otherwise transmitted over or related to the App, Website, or your Universum Account.

You hereby agree and consent that all U(s) stored on the Universum Account will be permanently lost at the moment of deletion or termination. You will not be able to restore your Universum Account and any U(s) stored on the account upon deletion or termination for whatever reason.

Further, you acknowledge and consent that you will not be able to withdraw any cash you have credited on your Universum Account prior to such deletion or termination.

Universum has no obligation to store any information from, or any asset stored on, the terminated or deleted Universum Account in our databases or forward it to you or any other person.

Assumption of Risk

You understand and agree that your access and use of the App, the Website or Service is voluntary and entirely at your own risk. Universum is not a financial institution or creditor and is not registered as such with any governmental authority. Universum does not provide any advice in relation to any transaction. You understand that you are solely responsible for determining whether any transaction, donation, sponsorship act or any other action in connection with the App, Website or Service is appropriate for you based on your personal objectives, research, risk tolerance and financial conditions.

You make your sponsorship transactions voluntary at your sole discretion and risk. We do not guarantee that any Achievement will succeed and that the Talented Individual will fulfill their Promises in relation to the Achievement.

Universum does not guarantee any Achievement offered by the Talented Individual or undertake any duty to moderate or investigate any statement made by a Talented Individual.

Use of Universum requires software, internet connection and equipment. You agree and consent that Universum will not be responsible for any communication failures, disruptions, errors, or distortions you may experience when accessing or using the App, Website or Service.

Without limiting the foregoing, you hereby understand, acknowledge and consent that:

- U is not legal tender. It is not backed by the government and not subject to mandatory insurance or other protections.
- Transactions involving the transfer of assets in electronic form may be irreversible. Therefore, losses arising from or in connection with fraudulent or accidental transactions may not be recoverable.
- The value of U(s) is extremely subjective. There are many factors that may affect and materially impact the value and willingness of market participants to exchange the U(s).
- There may be no secondary market for any subsequent transfer of U(s), and to the extent there is a market, U(s) may or may not have any material value in that market.
- There is no guarantee that the U(s) shall be valued on the same basis by independent third parties, and its sale price represents the fair market value of the U(s).
- The value of U(s) may be derived from or affected by the willingness of market participants to exchange legal tender for U(s). This may result in potential or permanent total loss of value of a particular Ts, should the market for U(s) or market demand for it disappear.

Indemnification

You hereby agree to indemnify and hold Universum, its affiliates, suppliers, agents, contractors, and any of their respective officers, directors, agents, joint venturers, employees or representatives harmless from any and all claims, liabilities, damages and expenses of any kind and nature, whether known or unknown, arising out of or associated with your breach of these Terms, your use or attempt to use the App, Website or Service or your violation of any law, rule or regulation or any third party right, or, except as expressly provided herein, your dispute with one or more Users of the Service.

Warranty Disclaimer and Limitation of Liability

The Universum App, Website and Services are provided on an “as is” and “as available” basis without any warranty or representation of any kind. To the maximum extent permitted by applicable law, Universum specifically disclaims all warranties and conditions, whether express, implied or statutory, of merchantability, title, fitness for a particular purpose, non-infringement, security and/or accuracy of the App, Website or Services. Universum does not guarantee that any particular User request, whether in relation to the App, the Website or the Service, will be accepted, executed and performed.

Universum makes no representations or warranties that access to or operation of the App, Website or Service or any part thereof will be continuous, uninterrupted, error-free, timely, reliable, complete or fully complied with laws of the particular jurisdiction. You hereby acknowledge and confirm that Universum will not be liable for any losses or damages relating to or arising in connection with any (i) inaccuracy, error, glitches, omission, defect, delay or interruption of our App, Website or Service or any related data, (ii) viruses, trojan horse, bugs or malfunction resulting from use of or accessing to the App, Website or Service and/or any software or systems associated thereto, (iii) suspension, termination, cancellation, investigation and any related delay or interruption of your Universum Account.

You agree that in no event shall neither Universum, nor its affiliates, suppliers, agents, contractors, or any of their respective officers, directors, agents, joint venturers, employees or representatives be liable to you for any

your damages, whether incidental, compensatory, consequential, punitive or other, lost profits, reputation or business opportunity, or loss, claims, costs, liabilities, of any type arising out of, in connection or associated with the use of the App, Website or Service in an amount greater than the total amount paid by you to Universum under this Agreement during twelve (12) months preceding the event giving rise to the claim or \$100 US Dollars, whichever is greater.

Taxes

You acknowledge and consent that it is your responsibility to determine what taxes, if any, arise from your transactions using the App and/or related to Universum Service. Users are solely responsible for reporting and paying any applicable taxes arising from using the App and/or related to Universum Service, including from any transactions thereon.

You understand that Universum shall report information with respect to your transactions, payments, transfers, or distributions made by or to you with respect to your activities using Universum Service to a tax or governmental authority to the extent such reporting is required by applicable law. From time to time, we shall ask you for tax documentation or certification of your taxpayer status as required by applicable law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by applicable law. You should conduct your own due diligence and consult your tax advisors before making any decisions with respect to any transactions using the App and/or related to Universum Service.

Additional Policies

The following policies and guidelines are incorporated into these Terms by reference:

1. Privacy Policy.
2. Universum Community Guidelines.

Relationships with Users

Notwithstanding anything contrary in this Agreement, Universum is your independent contractor for all purposes in connection with the Service and this Agreement. Nothing herein is intended to or shall operate to create a partnership or joint venture between you and Universum or authorize you to act as an agent of Universum.

General Provisions

These Terms, the Privacy Policy and/or other documents incorporated by reference herein comprise the entire understanding and agreement between you and Universum as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any previous versions of these Terms), between you and Universum. Section headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision of the Terms. If you enter into another formal agreement with Universum, the terms of that agreement shall prevail where inconsistent with these Terms.

Universum reserves the right to assign its rights without any restriction, including without limitation to any of its affiliates or subsidiaries, or to any successor in the interest of any business associated with the Service or any right or obligation hereunder. If Universum is acquired by or merged with a third-party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign or transfer these Terms or any of your rights or obligations hereunder without our preliminary written consent. Universum may refuse such consent at its sole discretion. Any transfer or assignment by you of these Terms without such consent of Universum is null and void.

If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of the Terms shall not be affected.

This Agreement shall be governed by and interpreted in accordance with the laws of State of Delaware. All disputes relating to these Terms, including disputes related to any transactions conducted using the App, Website or Universum Service shall be resolved in courts of Delaware unless the parties to the dispute agree otherwise.

Notices

All notices to Universum in relation to this Agreement or in relation to other matter must be submitted electronically to support@u-niversum.com.

Universum provides notice to you via email to the email address you provided upon registration of your Universum Account.

Contact Us

If you have any questions regarding these Terms or the Service, please feel free to contact us at support@u-niversum.com.