

Welcome to SolarGroup Ltd.

User Agreement

1. General Terms

1.1. Our platform comprises a set of APIs, SDKs, tools, plugins, software code, technologies, content, and services (collectively referred to as the "Platform"). The Platform is operated by SolarGroup Ltd. or one of its operators (hereinafter "SolarGroup" or "we"). Under this User Agreement, we provide you with access to the Platform, and you agree to use it in accordance with the terms and conditions described below.

1.2. You are reading the User Agreement (hereinafter the "Agreement"), which governs the relationship between you and us and sets forth the terms under which you may access and use the Platform, our websites, services, applications, products, and content (collectively, the "Services"). For the purposes of this Agreement, "you," "your," and "User" mean you as the user of the Services.

If you access or use the Services on behalf of a business or organization, then (a) "you" and "your" refer to the legal entity or organization, (b) you warrant that you are an authorized representative of the business or entity with the authority to accept this Agreement and agree to its terms on behalf of the entity, and (c) your business or organization is legally and financially responsible for the access or use of our Services, as well as for the access or use of your account by others associated with your organization, including employees, agents, or contractors.

1.3. This Agreement and the Privacy Policy (collectively, the "Terms of Use"), which is an integral part of this Agreement, constitute legally binding contracts between you and us. Please take the time to read them carefully.

By completing the required fields and reading this Agreement, you accept this Agreement by clicking the "Register" button or a similar button, which constitutes your acceptance (acceptance) of our offer, equivalent to the conclusion of a contract that obliges you to comply with the terms of the Agreement.

Actual use of the Platform without registering an account, in the form and scope available without registration, also constitutes acceptance of this Agreement.

By accessing the Platform and using the Services, you acknowledge that you have read and agree to the Privacy Policy.

1.4. By registering on the Platform, you confirm that you have reached the permissible age for registration in accordance with applicable law and/or have obtained all necessary consents in full compliance with applicable law, including for the purpose of complying with data protection legislation. Otherwise, registration on the Platform and its use are prohibited.

1.5. This Agreement, the Terms of Use, and other applicable agreements and conditions, which are incorporated herein by reference, can be found directly on the Platform. You may print or save local copies of the Agreement and the Terms of Use for your records.

1.6. If you do not comply with this Agreement, the Terms of Use, or any other applicable terms and conditions, we may suspend or terminate your account as described below.

1.7. From time to time, we make changes to this Agreement and the Terms of Use and other legally binding documents, for example, when we update and expand the functionality of our Services and/or applications/Platform or when there are changes in legislation. We will use reasonable efforts to notify all Users of any material changes to this Agreement and other documents within a reasonable time, such as by posting a notice on our Platform or via email. However, you should regularly review the

terms to check for such changes. Your continued access to or use of the Services after the date of the new terms indicates your acceptance of them. If you do not agree with the new version of the Agreement or other terms and conditions, you must cease using our Services/Platform.

2. Terms of Use

2.1. Your Account

2.1.1. Account Registration

2.1.1.1. To access or use some of our services, you need to create an account (account/profile/personal cabinet). When creating this account, you must provide accurate and up-to-date information. It is important that you promptly update your data and any other information you provide to us to keep it current and complete.

2.1.1.2. You will need to provide your mobile phone number and/or email address, to which an authorization code will be sent. You will also need to provide your last name, first name, and username on the Platform. By doing so, you agree to receive SMS messages to the specified mobile phone number and emails to the specified email address with the authorization code for the purpose of confirming the number and subsequently allowing you to log into your account.

2.1.1.3. The Platform's registration form may request additional information from the User.

2.1.1.3.1. You agree that you are fully responsible for actions that occur under your account. We are not responsible if your account gets hacked and your rights are violated. All actions performed by the User using their phone or email are considered to be performed by the User. However, you can always contact our support team for assistance via the appropriate button on the Website at <https://solargroup.pro/>

2.1.1.3.2. You independently determine the conditions and grant access to your personal data to an unlimited number of people. We do not initiate or influence your choice, do not independently distribute your data, nor do we aim to obtain your permission to distribute your personal data.

Your account data and other information are processed by us based on this Agreement in order to properly execute the Agreement under the conditions and procedures specified in the Privacy Policy, available at the link <https://solargroup.pro>.

2.2. Platform Rules

2.2.1. On the Platform, you can use all functionalities of the Platform in accordance with the Terms of Use.

2.2.2. The following are prohibited on the Platform:

- registering as a User on behalf of or instead of another person ("fake account");
- misleading Users about your identity using the phone or email of another registered User;
- misrepresenting information about yourself, your age, or your relationships with other people or organizations;
- unlawfully using the intellectual property of third parties;
- using software and performing actions aimed at disrupting the normal functioning of the Platform;
- attempting to access another user's account in any way, including deception, abuse of trust, hacking, but not limited to these methods;
- unlawfully collecting and processing personal data of others.

3. Funding of Our Platform

3.1. The use of the Platform is free for the user.

3.2. The User has the right to deposit funds into the Platform's account as Investments based on the Offer and the Agreement.

3.3. Investments are determined in monetary form, with the main currency being US dollars (hereinafter referred to as USD). By mutual agreement, the Parties may agree to provide investments in another currency.

3.4. Investments may be made in another currency provided such currency is converted equivalently to the USD rate posted on the Website.

3.5. The method of transferring Investments is by the User remitting funds in USD or another currency agreed upon by the Parties to the investment recipient's account specified in the User's Personal Cabinet.

3.6. To invest in the platform, the User must review the Offer and the Agreement posted on the website and, if agreeing to the terms of the Offer and the Agreement, accept such terms.

3.7. After accepting the terms of the Offer and the Agreement, the User has the right to select a Tariff Plan and pay for it using the Payment System connected to the Platform.

3.7.1. By making money transfers on the Platform using the connected bank, you agree to the payment system's offer.

4. Granting License Rights to the Platform

4.1. We respect intellectual property rights and ask that you do the same. As a condition for your access to and use of the Services, you agree not to use the Services in a manner that infringes any intellectual property rights. We reserve the right, at our discretion and without notice, at any time to block access to the Platform/Services and/or delete the account of any User who infringes or is alleged to infringe copyright or other intellectual property rights.

4.2. Granting you license rights to use the Platform. Subject to your compliance with this Agreement and all other applicable terms and rules, we grant you a limited, non-exclusive, non-sublicensable (and non-transferable and non-assignable) license to access and use the Platform and integrate with it, but only to the extent permitted by this Agreement and all other applicable terms and rules. You will not sell, transfer, or sublicense the rights to the Platform to others. Except as expressly provided by this Agreement, you shall not use the Platform or any part thereof, access, integrate, modify, translate, reverse engineer, or otherwise exploit it, or create derivative works from it.

4.3. SolarGroup manages the current operations of the Platform, determines its structure and appearance, may permit or restrict your access in case of violation of the provisions of this Agreement, and exercises other rights belonging to it.

4.4. In terms of providing the ability for interaction between Users, including enabling Users to perform certain actions independently within the Platform, SolarGroup acts solely as a provider of the technological capability for such interactions using the Platform and is an information intermediary. The transfer and storage of information, graphical images, and other materials provided by Users in connection with such interactions, as well as ensuring access to them via the Internet and the Platform's software, are carried out without changes to such materials or influence on their content by SolarGroup.

4.5. We have the right to:

4.5.1. Change the design and user interface of the Platform at any time, its content, the content of the Platform's provided features, change or supplement the

scripts, software, and other items used or stored on the Platform, with or without notifying the User.

4.5.2. We reserve the right to temporarily or permanently disable a User's account at any time, including if you do not comply with any provision of this Agreement, the Terms of Use, or other applicable rules and conditions, or if activities conducted from your account, at our discretion, cause or may cause damage or reduce the quality of services, or infringe or may infringe the rights of third parties, or violate any laws or rules, about which we will notify you within a reasonable time.

4.5.3. WE RESERVE THE RIGHT TO BLOCK YOUR ACCOUNT, INCLUDING IF:

4.5.3.1. You have violated this Agreement or any legally binding agreements with us.

4.6. You acknowledge and agree that we may terminate your license rights to the Platform, as described in this section, at any time for any reason or for no reason.

4.7. Provision of licenses for third-party services.

5. Warranties and Liability

5.1. Your Warranties and Liability

5.1.1. You warrant that you have all necessary authority and capacity to enter into this Agreement and other applicable terms and conditions and assume responsibility for evaluating the accuracy, completeness, and suitability of all opinions, assessments, services, and other information, as well as the quality and functions of goods provided through the Platform.

5.1.2. You are not entitled to transfer your rights or obligations under this Agreement without our consent.

5.1.3. You are responsible for any Content or other information that you post on the Platform or otherwise make public on or through the Platform. You agree to independently resolve any third-party claims related to the unlawful posting of Content and information on the Platform.

5.1.4. To the extent permitted by law, in any dispute you have with third parties resulting from your use of our Services, including, for example, any telecommunications operator, copyright holder, or other Users but not limited to them, arising directly between you and such third parties, you irrevocably release us and our partners from any claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, arising in any way and related to such disputes.

5.2. Warranties and Liability of SolarGroup

5.2.1. We have the right to assign our rights and obligations to other parties. For example, this may occur in the event of a change of ownership (via merger, acquisition, or sale of assets) or by law.

5.2.2. The Platform is provided "as is," and we make no warranties that:

- The Platform will operate uninterrupted and free from technical errors;
- The Platform will meet all your expectations or requirements.

5.2.3. We do not participate in forming the content of your account and Content, do not control your actions, do not and cannot technically perform automatic censorship of information in open sections of the Platform, and in your account. Due to the nature of the Platform's functioning, we do not and cannot technically pre-moderate information and Content posted by you and are not responsible for its content.

5.2.4. We bear no responsibility for any content presented and posted by Users and/or authorized third parties.

5.2.5. In the event of problems with our Platform, we cannot predict all possible consequences. You agree that we will not be liable for any lost profits or revenue, lost information or data, or any indirect, punitive, or incidental damages arising from or in connection with this Agreement, even if we were advised of the possibility of such damages. This provision also applies to our deletion of your Content, information, or account, loss of business, loss of business reputation, interruption of business, or loss of business opportunities. Any other losses will be limited to the amount you paid to SolarGroup in the last 12 months.

6. Special Terms

6.1. **Applicable Law and Jurisdiction.** This Agreement, its subject matter, and its content are governed by the laws of the location where the Platform is registered. All disputes between the parties regarding this Agreement shall be resolved through correspondence and negotiations using a mandatory pre-trial (complaint) procedure. If the parties are unable to reach an agreement through negotiations within 60 (sixty) days from the date the other party receives the written complaint, the dispute shall be submitted for consideration by any interested party to a court of general jurisdiction at the location of SolarGroup (with the exclusion of jurisdiction by any other courts), unless otherwise explicitly stipulated by applicable law.

6.2. **Entire Agreement.** This Agreement (including all terms and conditions) constitutes the entire legal agreement between you and SolarGroup, governs your use of the Services, and completely replaces any prior agreements between you and Solar regarding our Services.

6.3. **Age Restrictions.** The Services are provided only to individuals who are 18 years of age or older.

6.3.1 The age may be increased due to specific legal requirements of the country of the User's residence.

6.4. **Waiver of Rights.** Our failure to enforce any provision of this Agreement shall not be construed as a waiver of such provision or right.

6.5. **Security.** We do not guarantee that our Services will be secure or free from errors or viruses. You are responsible for configuring your information systems, computer programs, and Platform access to our Services. You should use your own antivirus software.

6.6. **Severability.** If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, that provision will be removed from the Agreement without affecting the remainder of the Agreement, and the remaining provisions will continue to be valid and enforceable.

6.7. **Communication**

Any notices may be sent by one party to the other:

- by email: to the User's email address provided at registration, or via the appropriate button on the Platform;
- by mobile phone message: to the User's phone number provided at registration;
- to the Notification section in the User's personal profile within the Platform.

Appendix No. 1 to the User Agreement Glossary

Each term defined in this Glossary retains its meaning regardless of where it appears in the Agreement or its appendices. Words indicating the singular include the plural and vice versa.

Plain Text Administration – employees of SolarGroup, as well as persons duly authorized by SolarGroup to manage the Platform and provide Company Services to Visitors and Users within the scope of their use of the Platform.

Plain Text Client – A User who uses this Platform, including without registration.

Plain Text Personal Law – the personal law of an individual. The personal law of an individual is considered to be the law of the country of which the individual is a citizen. If an individual holds both Russian and foreign citizenship, their personal law is Russian law. If a foreign citizen resides in the Russian Federation, their personal law is Russian law. If an individual holds multiple foreign citizenships, their personal law is considered to be the law of the country where they reside. The personal law of a stateless person is considered to be the law of the country where they reside. The personal law of a refugee is considered to be the law of the country that granted them asylum.

Plain Text Offer – an offer made by the Executor to the Customer using the software and technical means of the Platform.

Plain Text Agreement – the Investment Agreement concluded between SolarGroup and the Client.

Plain Text Agreement – the User Agreement for providing the Platform.