

# THE TERMS & CONDITIONS

## „HEMP & BLOCKCHAIN - HCX”

### § 1. INTRODUCTION

#### 1.1. Purpose

The Terms and Conditions is provided by HCX Inc. and associates (jointly referred to hereinafter as “HCX Inc.”, “we” or “us”) and covers usage of the Website [www.hcxcoin.com](http://www.hcxcoin.com) (referred to hereinafter as “the Website”) and our other websites, platforms, applications, products and services. Herein, we shall refer to you as “You” or “the User”.

#### 1.2. Website

[www.hcxcoin.com](http://www.hcxcoin.com) is a website, which allows to check the requirements to purchase \$HCX Token produced in the BEP20 standard (hereinafter collectively referred to as “\$HCX”) on the terms and conditions determined hereby, by the Website, the Whitepaper and other documents visible and accessible via the Website and their acquisition through third party applications partnered with the Service as of the date of acquisition of \$HCX Tokens (e.g., Metamask). In addition, via the Website, the User has the option to create a User account (referred to hereinafter as “the Account”) by connecting third-party applications, eg. Metamask and providing the identification data required by HCX Inc., such as login and password.

#### 1.3 Purchase of \$HCX Tokens

The User acknowledges and accepts that HCX Inc. manages [www.hcxcoin.com](http://www.hcxcoin.com) and You, by purchasing the Tokens as a part of the blockchain network (BSC), establish a relationship on a basis of other terms and conditions or terms and conditions of service provision, including especially, but not only, information and documents available on websites [www.bnbchain.org/en/smartChain](http://www.bnbchain.org/en/smartChain) and/or [www.metamask.io](http://www.metamask.io). Thus, the User acknowledges and accepts that purchasing the \$HCX Tokens does not refer to any a transaction or conclusion of any agreement directly with HCX Inc.. Conclusion of an agreement on service provision by electronic means between HCX Inc. and the User takes place as a result of registering the Account for a particular User, pursuant hereto.

#### 1.4 Investment

In any way, the activity of HCX Inc. does not refer to investments as investment funds. Based on information posted on the Website, the term “investment” or “investments” shall be defined only as the purchase or pursuing such buy. The activity of HCX Inc. shall not be perceived as investment advising or investment recommendations, or intermediation in such advice or recommendation, or managing of any assets relating to the \$HCX Tokens.

### § 2. DEFINITIONS

- 2.1 **HCX Inc.** – HCX Inc., Office 1204, Tiffany Tower, Al. Thanyah Fifth, P.O. Box 487301, Dubai, United Arab Emirates;
- 2.2 **User** - a natural person, a legal person, an organizational unit without legal personality to whom the law assigns legal capacity, who manages business or acts professionally, or has appropriate competences on the basis of national law applicable in the place of temporary or permanent residence, who familiarize him/herself with the information posted via the Website;
- 2.3 **Website** - an Internet website under the domain: [www.hcxcoin.com](http://www.hcxcoin.com);
- 2.4 **Account** - collections and competences assigned to the User within the scope of the Website, resulting concluding the agreement on service provision by electronic means between the User and HCX Inc., includes data necessary for authorisation and for using some services accessible via the Website;

- 2.5 **\$HCX/Token** - a term referring to the value of assets in BEP20 standard, as a part of the blockchain network BNB Smart Chain (BSC), enabling the owner to act pursuant to information presented on the Website and in the Whitepaper;
- 2.6 **Whitepaper** - a document specifying terms and conditions of \$HCX Tokens functioning and also a possibility to join the Token Distribution Process for the User. The document is available at [www.hcxcoin.com](http://www.hcxcoin.com);
- 2.7 **Token Distribution Process** - means issuing Tokens using blockchain technology whereby these Tokens can be acquired by the User;
- 2.8 **KYC/AML**- a set of activities as a result of which information on a particular User is obtained. These activities are performed in order to determine the scope of financial security measures appropriate for a given business relationship or transaction and to assess the risk related to counteracting money laundering and terrorist financing, taking into account specific types of risk;
- 2.9 **Information and Communication Technologies (ICT) System** - a system of cooperating ICT devices and software which provides processing and storing, as well as sending and receiving data via ICT networks using an appropriate type of an ICT end device.

### **§ 3. GENERAL PROVISIONS**

#### **3.1 User**

Natural persons, legal persons and other organizational units to whom law assigns legal capacity may enter the Token Distribution Process. The age of majority is determined by law of the country in which the User lives, and the minimal age is 18 years old. Using the Website is free of charge.

#### **3.2 Terms and Conditions**

By joining the Token Distribution Process, the User confirms that he/she has read the Terms and Conditions, the Whitepaper, and in particular the mechanisms of software functioning and applications based on the blockchain technology, and the risk of losing all invested funds. The Terms and Conditions constitute a binding agreement between the User and HCX Inc. and apply to all Users who access or use the Website (also by simply browsing the content posted via the Website).

#### **3.3 User Account**

The Account may be created by the User. Account registration is free and voluntary (optional), but necessary to use some of the functionalities available within the Website and using the \$HCX Tokens. In order to create the Account, the User is obliged to provide the required information contained in the registration form on the Website, including in particular the login and password, and is also required to connect the Account with his/her wallet (e.g., Metamask), in accordance with the information available in the Account registration form. The registration of the Account takes place only via the Internet (online).

#### **3.4 Representations on the Token Distribution Process**

The User represents that as a part of the Token Distribution Process, the User acts on his/her own and on his/her own behalf, and in particular does not act for the benefit of a person or entity being a citizen or a resident of countries where law restricts or prohibits participation in processes collectively and commonly referred to as Initial Coin Offering or classifies the Token Distribution Process only as issuing of financial instruments or derivative financial instruments within the meaning of relevant national acts. Also, the User represents that the financial means used to join the Token Distribution Process have legal sources. The User acknowledges and accepts that the \$HCX Tokens are not:

- 1) a document issued by name, on request or issued to the bearer, as well as a financial instrument and a participation unit nor an investment certificate within the meaning of the relevant national law at the place of the headquarters of HCX Inc.;
- 2) a packaged retail investment product within the meaning of Article 4 of the Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and is not under any provisions of law provided by the state.

### **3.5 Representations on Activities of HCX Inc.**

The User represents that he/she fully accepts the provisions hereof, without any doubts nor additions, as well as the User acknowledges and accepts that:

- 1) the Token Distribution Process is not a public offer, alternative investment fund management activity nor activity performed by an investment fund, and that the activities of HCX Inc. are not a banking activity, or an insurance or reinsurance activity within the meaning of the relevant national acts;
- 2) HCX Inc. does not mediate in any way in the transaction of purchasing the \$HCX Tokens, therefore it shall not guarantee that the Token Distribution Process, as well as the acquisition of \$HCX Tokens itself, will bring the User expected outcomes, results or economic or financial benefits. At the same time, the User represents that HCX Inc. have not guarantee him/her such results.
- 3) by purchasing \$HCX Tokens or by joining the Token Distribution Process, the User does not join in any way HCX Inc., does not form a company with HCX Inc., and does not acquire corporate rights in HCX Inc. company and does not enter into a similar legal relationship with HCX Inc., including e.g., a joint venture.

**Given that the purpose of HCX Inc. is to provide an easy, fast and secure way to fund innovative cannabis-related ideas, you further acknowledge and agree that the purchase of \$HCX Tokens does not entitle you to purchase any cannabis products that will be developed or created or produced as part of your investment or venture.**

Furthermore, the User acknowledges and accepts that HCX Inc. does not offer any services related to securities, and that HCX Inc. is not an entity transferring any money to Users or other persons or third parties. HCX Inc. does not provide investment, financial, tax or legal advice. Any information and applications posted on the Website do not constitute investment advice, financial advice, commercial advice or any other type of advice.

### **3.6 KYC/AML Verification**

HCX Inc. or entities cooperating with it as part of activities performed by the User on the Website or in connection with the acquisition of \$HCX Tokens or entering the Process may verify the User to the extent specified in the relevant international acts on counteracting money laundering and terrorist financing (AML). Pursuant to the legal requirements, the entity performing such verification may perform it again in the event of statutory premises, also in accordance with the internal security procedure.

## **§ 4. \$HCX TOKEN**

### **4.1 General Information**

The User, via the application and third-party websites, in particular via the BNB Smart Chain (BSC) blockchain network, obtains the possibility of purchasing \$HCX Tokens as a digital representation of the value generated in the blockchain network. Details on the method of purchasing the \$HCX Tokens and their value expressed in the price - each time determined by third parties or websites of these third parties, e.g Metamask ([www.metamask.io](http://www.metamask.io)), with respect to your payment for the acquisition of these \$HCX Tokens. The purchase of \$HCX Tokens entitles Users to obtain benefits specified in particular in the Whitepaper, subject to the provisions hereof.

### **4.2 \$HCX Token**

\$HCX Token is a form of value that has been generated in the BNB Smart Chain (BSC) blockchain network in the BEP20 standard. The \$HCX Tokens by the User takes place immediately via the blockchain network, after the correct payment by the User pursuant to 4(1) herein. All information about the \$HCX Tokens is posted on the Website in a place visible to the User or via the websites of third parties to which the Website redirects.

At the same time, due to the fact that the process of purchasing \$HCX Tokens is in no way dependent on the activities performed by HCX Inc., as well as due to the close connection of the \$HCX Tokens with financial markets over which HCX Inc. has no control, the User acknowledges and accepts that the rights to withdraw from the agreement within the meaning of withdrawing from the purchase of \$HCX Tokens shall be excluded. **The User acknowledges and accepts that all transactions related to the purchase of \$HCX Tokens are final and it is not possible to return the acquired (purchased) \$HCX Tokens.**

#### **4.3 Respecting the Rules**

Each User obliges to use the Website in accordance with its purpose, applicable law, social and moral norms and the provisions hereof. The User is obliged to protect own passwords and personal access keys to the \$HCX Tokens against third parties' access.

#### **4.4 Unauthorized Access**

HCX Inc. does not in any way process or store access data enabling the management of the \$HCX Tokens, including Users' private keys. The User is obliged to protect data used to access the \$HCX Tokens, including data necessary to access the third party's application eg. Metamask ([www.metamask.io](http://www.metamask.io)) because in the event of their loss HCX Inc. shall not recover the data. In the event of loss of access data, including in particular private keys, the User may lose all acquired \$HCX Tokens, assigned to a given wallet address, for which HCX Inc. shall not be liable.

Any results of unauthorized acquisition of the password, keys or other data enabling the access to the \$HCX Tokens belonging to the User are not the liability of HCX Inc..

#### **4.5 \$HCX Tokens Taxation**

The User is obliged to determine how and according to which legal acts the taxation shall be carried out in connection with the purchase of the \$HCX Tokens and to pay the tax to the competent tax authorities for a particular User. HCX Inc. is not liable in any way for incorrect tax settlement of the User due to the purchase of the \$HCX Tokens.

#### **4.6 Knowledge of the Blockchain Technology**

The User represents that he/she is familiar herewith, Whitepaper as well as the Token Distribution Process and its mechanism, also the User has obtained all necessary information and data that he/she considers sufficient to decide on purchasing the \$HCX Tokens, and that he/she has extensive knowledge in the field of functioning, use or usability of software and applications based on the blockchain technology. All transactions for the purchase of the \$HCX Tokens are executed automatically, based on the User's decisions and his/her orders. The User is solely responsible for determining whether the decision to purchase the \$HCX Tokens is proper. If the User has doubts about the functioning of the blockchain technology, cryptocurrencies or the rules for purchasing the \$HCX Tokens, he/she should contact legal, tax or investment adviser before taking any action on the Website.

### **§ 5. PAYMENT FOR \$HCX TOKENS**

#### **5.1 Value of the Accounting Unit**

The User declares that the accounting unit for the acquisition of the \$HCX Tokens, in connection with the entering the Token Distribution Process, are cryptocurrencies, each time specified by third parties or websites of these third parties, e.g., Metamask ([www.metamask.io](http://www.metamask.io)), which enable the purchase \$HCX Tokens in the BNB Smart Chain (BSC) blockchain network via ICT network.

#### **5.2 Fee and Transaction Time**

The fees are determined each time by third parties or websites of these third parties (e.g. Metamask or equivalent), enabling the purchase of the \$HCX Tokens. By purchasing the \$HCX Tokens, the User undertakes to pay the current fees:

- 1) for the Token - the amount of which depends on the moment when the User purchases the Token and the number of \$HCX Tokens purchased by the User, in accordance with the information provided on the Website;
- 2) any other necessary fees for the delivery of the \$HCX Tokens to the User including in particular, but not only, blockchain network fees and third party service fees.

The delivery of the \$HCX Tokens to the User takes place immediately, provided that the User makes the correct payment pursuant to hereinabove. The process is executed automatically, without the possibility of changes or modifications. HCX Inc. indicates that the process of delivering the \$HCX Tokens in exceptional cases may be extended to a maximum of 48 hours in the event of situations beyond the control of HCX Inc., such as e.g., failure of the BNB Smart Chain (BSC) blockchain network.

## **§6. RESTRICTIVE MEASURES AND COMPLAINTS**

### **6.1 Reporting Violations**

The User or third parties may refer to HCX Inc. regarding possible violations of the provisions hereof, the Whitepaper or violations of the use of the [www.hcxcoin.com](http://www.hcxcoin.com) Website. Any violations in the scope of the purchase of the \$HCX Tokens should be directed only to third parties providing services of the acquisition of these \$HCX Tokens in the blockchain network, in accordance with the information provided, out of many, at [www.bnbchain.org/en/smartChain](http://www.bnbchain.org/en/smartChain). All reports to HCX Inc. should be sent to the e-mail address: [hello@hcxcoin.com](mailto:hello@hcxcoin.com).

### **6.2 Violations Results**

Any violation of provisions hereof may result in, appropriately to the scale of damage:

- 1) warning;
- 2) a temporary suspension of the Account, i.e., prevent accessing the User Account;
- 3) deletion of the Account, which is understood as termination of the agreement on service provision by electronic means;

The Parties agree that the deletion of the Account, under any legal or factual cause, shall not give rise to any claims on the part of the User, including claims for the payment of any compensation.

### **6.3 Standard Report**

HCX Inc. replies to the report of the User or a third party by electronic means, generally within 30 (say: thirty) working days from the date of receipt of the report. A response to the report shall be sent to the e-mail address provided by the User or a third party in the e-mail message. HCX Inc. reserves the right to extend the above term by a maximum of 30 (say: thirty) working days if the identification of the report requires special information or encounters obstacles independent of HCX Inc.. Furthermore, HCX Inc. reserves that the examination of the report may require additional explanations from the User or a third party - in such a situation the duration of a response from HCX Inc. shall be extended accordingly each time.

### **6.4 Complaints**

The Users and third parties may submit complaints to HCX Inc. regarding the functioning of the Website (in the scope of the Account, regarding service provision by electronic means), as well as appeals against the decisions of HCX Inc.. Reports shall be sent directly to HCX Inc. at the e-mail address [hello@hcxcoin.com](mailto:hello@hcxcoin.com). The report shall include:

- 1) indication of a reporting person or entity which enables to identify the Account;
- 2) detailed description of a report.

HCX Inc. informs the entities submitting complaints about recognizing the complaint by electronic means to the e-mail address provided by the reporting entity, immediately, but not later than within 14 days from the date of receipt of the notification. Processing of a complaint may require obtaining additional explanations and clarifying information from the reporting entity. The reporting entity is then obliged to provide all necessary information and answers. The time for the reporting entity to provide answers to additional questions or information, each time extends the time limit for processing (completing) a particular complaint report.

## **6.5 Consent to Contact in the Electronic Form**

Submitting the complaint electronically by the User or a third party to HCX Inc. is understood as a consent to receive a response from HCX Inc. in the electronic form.

## **§ 7. PRIVACY POLICY**

### **7.1 Data Processing**

By providing any personal or identification data to HCX Inc., the User agrees to include such data in the HCX Inc. collection and to process them for the purpose of performing specific tasks, under the provisions hereof. HCX Inc. processes or may process Users personal data, in accordance with the data provided, including in particular identification and contact data. The data Controller is HCX Inc. (referred to hereinafter as "the Controller"). The contact with the Controller is available at: [hello@hcxcoin.com](mailto:hello@hcxcoin.com).

The Controller processes personal data in accordance with the requirements of applicable law. The User is liable for providing false personal data. By accepting the Privacy Policy, the User agrees to terms and conditions of collecting, processing and securing personal data regarding the use of the Website.

### **7.2 Respect for Privacy**

The Controller makes every effort to ensure that personal data are processed with the greatest respect for the privacy of the data provider and with the utmost care for the security of the processed personal data, and in particular ensures to take all legal measures to safeguard the personal data collections.

### **7.3 Protection Measures**

The Controller represents to apply technical and organizational measures to ensure protection of processed personal data appropriate for the risks and a category of protected data, and in particular to protect data against unauthorized sharing, processing as a violation of law and against their loss, damage or destruction .

### **7.4 Processing Scope and Purpose**

The Controller processes personal data of the User with the purpose of:

- 1) fulfilling legal duties of HCX Inc. ;
- 2) marketing and advertising services, as well as sending commercial information;
- 3) using ICT end devices and automatic trigger systems - for marketing purposes;

### **7.5 Data Profiling**

Processing personal data includes profiling the Users according to their behavior, interests, credibility and preferences (including purchase preferences). Based on profiling, a specific content is conveyed to the Users, which potentially may interest them.

### **7.6 Data Sharing**

To fulfill obligations, the Controller may disclose collected personal data with the entities including: employees, associates, delivery service, payment system operators, entities providing operating, legal, accounting and IT services for HCX Inc. , as well as entities personally or financially associated with HCX Inc. . In such cases the volume of disclosed information is limited to necessary minimum each time.

### **7.7 Traffic Analysis**

The Controller represents that it is allowed to use tools designed to analyze traffic within the Website such as e.g., Google Analytics. In particular, the Controller has the right to collect information on the User's activity and behavior. The Controller uses the data to research the market and traffic on the Website, as well as to create statistics, in particular, to assess the interest in the posted content, as well as to improve the Website and fulfill obligations in the scope of counteracting money laundering and terrorist financing. The collected data shall be processed in an anonymous manner and used only for statistical purposes or to ensure proper use of the Website.

### **7.8 Traffic Analysis**

The Controller shall comply with the following rules for the processing of personal data:

- 1) recording collected personal data only on such storage media that are protected against third party access;
- 2) reporting collections of personal data or appointing persons who shall perform the required duties as such;
- 3) performing personal data security surveillance throughout the whole term during which they are possessed to ensure in particular protection against unauthorized access, damage, destruction or loss;
- 4) sharing personal data to competent authorities under applicable law;
- 5) preserving the confidentiality of personal data.

The personal data processed by the Controller are not shared in a form that allows User identification of any kind, unless the User has given a consent or if the obligation to disclose such information is based on applicable law.

### **7.9 User Rights**

The Controller ensures that the applied rules of processing personal data comply with Users' rights under the applicable law, in particular the right to access, correct, update, remove, limit processing, transfer own data, to object, to withdraw the consent, to complain to the supervisory authority.

## **§ 8. COOKIES POLICY**

### **8.1 Cookies Types**

In terms of the Website functioning, the Controller is allowed to use the following types of Cookies:

- 1) temporary, which are removed after leaving the Website or after turning a web browser off;
- 2) permanent that are stored on the User's end device for unspecified period of time, or until the User manually deletes them;
- 3) statistical to track traffic on the Website;
- 4) functional, allowing personalization of the site in relation to the User;
- 5) advertising, which allow to provide the User with the content adjusted to his/her personal preferences;
- 6) obligatory and safety, which regard safety keeping rules within the Website and authentication rules.

### **8.2 Purposes of Using**

The Controller uses Cookies for the following purposes:

- 1) optimization and increase in efficiency in terms of HCX Inc. activity;
- 2) correct feature configuration available within the Website;
- 3) personalizing displayed contents and adjust advertisements on the Website;

- 4) keeping safety and reliability of the Website;
- 5) collecting and using general and publicly available statical data through analytical tools.

### **8.3 Purposes of Using**

To ensure the highest quality, Cookies are analyzed by the Controller to determine which subpages are visited the most, which browsers are used by visitors and whether the Website structure is free of errors.

### **8.4 Cookies Configuration**

Cookies stored on the User's end device may be used by other entities that affect the quality via the Website. The User may change own Cookie settings at any time by specifying the conditions of storing and granting access to Cookies on the User's device. The User is allowed to change the settings referred hereinabove by using the settings of the web browser or by configuring a service or services. These settings may be changed in a way to block automatic Cookies activity in a web browser or to inform the User of placing a Cookie on the User's device.

### **8.5 User's Rights**

The User is allowed to remove Cookies at any time by using the settings available in the used web browser. Restricting or blocking Cookies via the web browser shall not make it impossible for the User to browse the content posted via the Website, however, this may cause difficulties or irregularities in the Website operation. It is recommended to use software that enables Cookies operation.

### **8.6 Copyright and intellectual property**

All rights to the Platform, including copyrights to the Platform, as well as to its respective parts, in particular to the text, graphics, multimedia and programming elements, including industrial property rights and any other derivative rights, with the exception of content provided by payment operators, belong to HCX Inc.

Upon use of the Platform and acceptance of the Terms and Conditions by the User, HCX Inc. grants the User a non-exclusive license to use the Platform. The license is non-transferable and is granted for the duration of the User's use of the Platform for its intended purpose and in accordance with the Terms and Conditions. The non-exclusive license granted to the User does not entitle the User to grant any further licenses. Transfer of the content of the Website to third parties is permitted only with the use of tools contained in the Website and intended for this purpose.

The User is not authorized to reproduce, sell or otherwise market or distribute the source code of the Platform, in whole or in part, in particular to transmit or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems.

## **§ 9. ADDITIONAL CLAUSES**

### **9.1 Technical Requirements**

To use the Website, the User shall meet the following technical requirements:

- 1) having a device enabling the use of the Internet;
- 2) the Internet connection;
- 3) having a browser that allows to display websites and support third parties' applications (e.g., Metamask), e.g., Google Chrome.

HCX Inc. represents that it makes every effort to ensure constant access to the Website, however, it does not guarantee that the use of the Website is free of errors and technical breaks. In addition, HCX Inc. reserves the right to change the above minimum requirements for using the Website at any time without prior notice to the User.

## **9.2 Cryptographic Techniques**

HCX Inc. shall ensure the operation of the ICT system in a form of the Website, in such a way as to prevent unauthorized access to the content, in particular using cryptographic techniques.

## **9.3 Technical Risk**

HCX Inc. stipulates that the use of the Website may involve a technical risk, typical for the use of the ICT system, and an increased risk in the field of the blockchain technology, characteristic for software based on the BNB Smart Chain (BSC) blockchain network. The Users shall secure electronic connections and devices against unauthorized access, including, but not limited to, installing anti-virus software and securing the wallet, e.g., Metamask, in accordance with the recommendations specified at [www.metamask.io](http://www.metamask.io).

## **9.4 Technical Breaks**

HCX Inc. reserves the right to temporarily or permanently terminate or limit activity of the Website. In particular, HCX Inc. is entitled to conduct maintenance work of the Website to restore security and stability of the ICT system. Accordingly, the User acknowledges and accepts that he/she has no claims regarding such interruptions or restrictions of access to the Website.

## **9.5 Other Websites of Third Parties**

HCX Inc. exercises due diligence to specify unambiguously and identify pages and websites managed by third parties that offer separate services or a service, not related to the activities of HCX Inc., pursuant hereto. However, HCX Inc. is not liable for the content, subject and the relationship established with another entity by the User. In such a situation, the User should each time exercise due diligence to determine with which entity the possible relationship is being established and to which website of the third party the User has been redirected using the Website.

# **§ 10. FINAL PROVISIONS**

## **10.1 Terms and Conditions Enters into Force**

HCX Inc. has the right to amend hereto at any time. In such a situation, HCX Inc. shall inform about changes hereto in a visible place on the Website, including in particular by posting a new version hereof on the Website.

## **10.2 Additions and Information Included Herein**

No legal basis or incompleteness of any of the provisions contained herein does not mean that the entire Terms and Conditions is legally void. Such provisions shall be amended to the ones that best reflect their meaning and purpose.

## **10.3 Disputes**

All parties to the disputes that may arise in connection herewith shall be settled amicably in the first place, by mutual arrangements between the User and HCX Inc.. The User acknowledges and accepts that the amicable resolution of a dispute procedure is a condition precedent that shall be met prior to commencing any legal proceedings. In such a situation, the User is obliged to contact HCX Inc. pursuant to provisions 6 hereof.

If the above provisions are met, as well as in the absence of an amicable solution to the dispute, the provisions hereof shall be settled by the court competent for the current place of a registered office of HCX Inc.. At the same time, the User acknowledges and accepts that disputes arising here from may only be considered on the basis of an individual case of the User. In no way is HCX Inc. obliged to settle disputes as collective cases or collective actions.

#### **10.4 Transformation or Transfer of Rights**

The User acknowledges and accepts that the HCX Inc. may transfer the rights and obligations resulting from the implementation of the provisions hereof to another entity, person or third parties, including transferring the rights and obligations to another, newly established company as a result of the transformation.