



TERMS OF SERVICE

1. INTRODUCTION

1. Welcome to the website <https://www.gomsonglobal.eu/> (hereinafter the “**Website**”), brought to you by Gomson Global Sprl, a Belgian-incorporated company having its registered seat at Rue de Stassart 66, 1050 Brussels, Belgium (Commercial registry number: BE 0698.924.392 (hereinafter “**Gomson Global**”, “**we**” or “**us**”).
2. These Terms of Service (hereinafter the “**Terms**”) are directed at all public users of the Website (hereinafter the “**Visitor(s)**”, “**Users**” or “**you**”), and govern your use of and access to the Website.
3. By accessing the Website, you acknowledge having been informed of and explicitly agree to these Terms as well as the Privacy and Cookies Policies. Should you disagree with these Terms or Policies you are kindly requested to leave the Website.

2. THE WEBSITE

1. The Website is provided exclusively as an informational resource to describe our consultancy services. More concretely, the consultancy services advertise on our Website include but are not limited to our regulatory expertise in Fintech, payments, and digital assets space, particularly in the EU and broader European region (e.g. UK, Switzerland). By visiting the Website, you accept that such use is for informational purposes only and that the information might not be up-to-date.
2. Gomson Global will use all reasonable efforts to keep the content up-to-date and correct. However, not all information may be current or complete. Gomson Global does not guarantee the accuracy of the content.

3. INTELLECTUAL PROPERTY

1. The text, layout, illustrations on the Website or any other content are protected by Gomson Global’s or its affiliates’ copyright, trademark, or other rights (intellectual property and other). All content is Gomson Global’s exclusive property or has been validly licensed to Gomson Global. Thus, all content remains Gomson Global’s property even once downloaded.
2. Unless otherwise specified, information (textual or numeric) may be used freely so long as it is correctly referenced (i.e. Gomson Global is mentioned as the source) and only for non-commercial and non-advertising purposes (i.e. scientific, educational, or purely private ends). However, any use of other

aspects of content, such as the images, sound or layout, is strictly prohibited without Gomson Global's prior written approval.

4. HIGH-RISK DISCLAIMER

1. Before dealing with digital assets, you should be aware of the different considerably high risks associated with them such as transaction confirmation times, the irreversible and immutable nature of transactions, possible inherent technical defects and regulatory uncertainties. In particular, risks inherent to digital assets include, but are not limited to, the following:
 - a. **Legal and Regulatory:** The regulatory status of digital assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies or rules relating to digital assets, blockchain technology, or blockchain applications may be implemented, which would directly or indirectly affect or restrict our ability to make this website available. In particular, note that:
 - You are solely responsible for determining whether the use of this website, or any product you learn about on this website is legal in your jurisdiction and you shall not use any of the products, interfaces or information from this website if it is illegal in your jurisdiction. If you are uncertain, please seek independent legal advice;
 - We may be forced to suspend or discontinue or to change certain aspects of this Website in some jurisdictions, if required by the relevant regulators and/or laws, and this without notice and for whatever reason;
 - Digital assets are not legal tender and are not backed by any government.
 - b. **Loss of Value:** The price, value and liquidity of some digital assets are extremely volatile and unpredictable, which may adversely affect the value and the ability to liquidate the underlying digital assets and result in significant or total loss in a short period of time. Among others, note that:
 - **The decrease or discontinuance of willingness of market participants** to exchange fiat currencies for digital assets may also result in significant or total loss of value in your digital assets.
 - c. **Theft, Hacking and Cyber Attack:** digital assets may be subject to expropriation, theft and/or fraud; hackers or other malicious groups or organisations may attempt to interfere with our system/network in various ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your digital assets, or the loss of your ability to access or control your digital assets. In such an event, there may be no remedy, and holders of digital assets are not guaranteed any remedy, refund, or compensation. In particular, note that:
 - **Any third party who gains access to your private keys, may be able to liquidate, sell, dispose or transfer digital assets,** and may result in significant or total loss of value of your digital assets.
 - d. **Source Code Weakness:** There is a risk that the Website may unintentionally include weaknesses or bugs in the source code which may adversely affect their operation.

- e. **Insurance:** digital assets are not protected by any third party insurance scheme or government-backed insurance scheme.
2. In light of the foregoing, you understand and agree that your use of this Website and the information it displays is conducted at your own risk. This section is not exhaustive and does not disclose all the risks associated with digital assets and the use of our Website. You should, therefore, carefully consider whether such use is suitable for you in light of your particular circumstances and financial resources.

5. EXCLUSION & LIMITATION OF LIABILITY

1. To the extent permitted by law, Gomson Global will not be held liable for any damage that may result directly or indirectly from using the Website.
2. The use of any information obtained from or through the Website is done at the Visitor's own risk.
3. To the extent permitted by law, Gomson Global's declines any liability relative to decisions made on the basis of information obtained from or through the Website.
4. Gomson Global does not guarantee the Website's effective operation and functional performance. To the extent permitted by law, Gomson Global declines all liability in the case of any defect or unavailability, or in the case of any other direct or indirect damage that may arise in connection to accessing or using the Website. Gomson Global is not liable for any damage owing to any service interruptions, technical errors, viruses or any other factors beyond Gomson Global's control.
5. Gomson Global bears no liability in connection to any third party websites and does not condone any content made available through them. The content of any third party websites or apps is the exclusive liability of those third party operators.

6. PRIVACY POLICY

1. Gomson Global may process your personal data as agreed and described in its Privacy Policy. Any data protection enquiries can be made to gomson.global@gmail.com.

7. COOKIE POLICY

1. The Website uses a certain number of Cookies, as agreed to and described in its Cookie Policy.

8. CHANGES TO TERMS

1. Gomson Global reserves the right, at its sole discretion, to amend, complete or otherwise modify these Terms at any time and without notice. If you do not agree with these amendments, or any particular amendment, you may not be able to continue to use the Website.

9. RESTRICTIONS ON USE

1. The Website is made publicly and freely available to all Visitors. You agree to use the Website and the content solely for lawful purposes. The content may only be used for non-commercial and private purposes.
2. You may not, knowingly or unknowingly, use any harmful software or introduce any harmful programs or files (i.e. a virus) to access the Website, distort the content, or disrupt services. You will exercise reasonable care to avoid and prevent any of the foregoing. You may not distort, modify or otherwise manipulate the Website or content in any manner whatsoever.

10. NO WARRANTY

1. Gomson Global disclaims any and all warranties, expressed or implied, in connection with the use of this Website. The Website is provided "*as is*" and "*as available*" and at your own risk, and Gomson Global does not warrant or represent any quality, fitness for purpose, non-infringement, completeness or accuracy of the Website. Regardless of our efforts to provide you with a Website of the highest quality, safety and security, we make no warranty that the Website will be uninterrupted, timely or error-free or that defects will be corrected.
2. Gomson Global reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Website, and we will not be liable to you for any interruption, modification, or discontinuation of the Website or any function or feature thereof. Gomson Global is not responsible for any difficulties in operating or using the Website that are caused by the web hosting service provider, internet service provider of the User or any other third party, unless prescribed otherwise by applicable law.

11. NO RECOMMENDATIONS OR INVESTMENT ADVICE

1. Gomson Global does not provide any financial, legal, tax or investment advice or recommendations. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Our Website is not, does not offer, and shall not be construed as investment or financial products. You are solely responsible for determining whether any of the content on our Website is appropriate for you based on your personal objectives, financial circumstances and risk tolerance. You agree and understand that under no circumstances will the operations of Gomson Global and your use of our Website be deemed to create a relationship that includes the provision of or tendering of investment advice. You should consult your legal or tax professional regarding your specific situation.

12. INDEMNIFICATION

1. You agree to indemnify, defend, and hold harmless us and our third party service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising

out of or relating to your use or misuse of the Website, breach or alleged breach of any of these Terms and the violation of any rights (including intellectual property rights) of a third party.

13. NON-WAIVER

1. Any activity or behaviour contrary to these Terms or Gomson Global's failure to enforce them can never be deemed a waiver of Gomson Global's rights under said Terms.

14. SEVERABILITY

1. If any one or more of the provisions of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired. The invalidated provision will be replaced with a provision that adequately reflects the parties' initial intention.

15. ASSIGNMENT

1. This agreement may not be assigned or transferred by you, without the prior written consent of Gomson Global. We may assign our rights and transfer our obligations at any time provided we ensure that your rights are still adequately safeguarded after that transfer.

16. TERMINATION

1. The User understands that we reserve ourselves the right without any prior notice to terminate this agreement, including but not exclusively, by restricting access to the Website or shutting down its operation entirely.
2. Moreover, upon any User's infringement of any of these Terms or of the law, Gomson Global has the sole right to terminate User's access immediately without any prior notice.

17. ENTIRE AGREEMENT

1. These terms constitute the entire agreement between you and us in relation to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

18. APPLICABLE LAW & JURISDICTION

1. By accessing the Website, you agree to these Terms, and further accept the application of Belgian law.
2. Any dispute arising in connection to these Terms and/or the Website is the exclusive jurisdiction of the Brussels Courts, unless otherwise required by mandatory law.

19. CONTACT US

1. If you have any questions or comments about these Terms, please contact us here:

By email to gomson.global@gmail.com

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