

**TERMS AND CONDITIONS**  
**(Terms of Service Provision, Privacy Policy and Cookies Policy)**

**§ 1. Preamble**

1. MasterNodes Club is an internet website which provides the services to Users available on the Website. The Website is accessible via <https://wearemasternodes.club>.
2. The Administrator and Service Provider is Arkadiusz Łytka running a business under the company Cutting Edge Arkadiusz Łytka, Zieleniec 27B/4 St., Zieleniec (46-034), Tax identification number (NIP): 7521437967, registration number (REGON): 24365273.
3. A User is obliged to direct any statements in connection with the Service Provider's activities with this entity and the contact with the Service Provider is available via the form available on the Website or directly at [contact@wearemasternodes.club](mailto:contact@wearemasternodes.club).

**§ 2. Explanations of terms**

Following definitions apply to the following words that are capitalized in herewith document:

1. Terms - means this document.
2. Service - the provision of a Service Provider consisting of the configuration and operation of VPS servers for Users so that they can run their own Masternode. Service allows Users to create a Masternode of a specific cryptocurrency on Service Provider's VPS servers without having to meet the full financial requirements of the cryptocurrency. This possibility results from sharing Masternode (certain percentage) by Users in proportion to financial involvement.
3. Masternode - is a software that maintains a network used to confirm transactions of a specific cryptocurrency, having a specific management role.
4. Service Provider - means Arkadiusz Łytka, running a business under the company Cutting Edge Arkadiusz Łytka, who provides Services to the Users.
5. Marketing Plan - the commission gratification system specified by the service provider for providing marketing services by Users to the Service Provider.
6. User's Account - a registered User account maintained on the website, in which User accumulates funds. Funds may come from User contributions or commissions obtained from Service Provider in accordance with Marketing Plan. Funds collected on the user's account can be used to cover Service charges or can be withdrawn by User (the minimum withdrawal amount is 50\$).
7. Website - means the Service Provider's website, i.e. <https://www.wearemasternodes.club>.
8. The User(s) - a natural person, legal person or other entity on whose behalf the Service Provider provides services.
9. Coins - exchangeable legal means of payment digital representation of value that can be stored electronically, transmitted by means of information technology and used as a medium of exchange, a unit of account or a means of storing value, which is not legal tender issued by any public central banks or other public administration bodies, international an accounting unit established by an international organization and accepted by individual countries belonging to or cooperating with this organization, by electronic money within the meaning of the Act of 19 August 2011 on payment services, a financial instrument within the meaning of the Act of 29 July 2005 on trading financial instruments, promissory note or check.

### **§ 3. The Subject of the Services**

1. The Users are offered the access to the Services, provided within the Website in accordance with their scope, and the possibility to use them in compliance herewith Terms and any additionally published terms and conditions, including in particular the information included on subpages of each Service.
2. The scope of the Services is up-to-date with the one that is available within the Website, with the possibility of setting Masternodes up automatically, including VPS server configuration, as well as using the Partner Program. The Service Provider has no technical ability to make any changes to the user's local wallet files. The User shall be responsible for all activities or changes to the local wallet files, as well as in wallet itself.
3. Masternodes is an alternative way to obtain virtual currencies. This method is close to the PoS (Proof of Stake) mining method but using Masternodes one may obtain larger amount of virtual currency.
4. Using the Service requires to have a local wallet, to which obtained virtual currencies are transferred.
5. To launch the service, it is required to provide the Service Provider with the input data, which shall connect the User's wallet with the server.
6. Maintenance of the Masternode is subject to a monthly fee according to the rates visible on the Website. If the User does not pay in the following month for the service, his/her Masternode shall be disabled.
7. Within the temporary packets, the User may change the Masternode once a month and change the particle Masternode once every three months.
8. Setting the particle Masternode up, the User agrees that transferred coins shall work for at least 3 months and they shall not be withdrawn earlier.
9. Coins obtained from the particle Masternodes prizes are added to the balance of the personal account of the User.
10. The User may vote for coins, which, in his/her opinion, shall be added to the Website to enable setting the Masternodes up on them.
11. After purchasing the service, the User may start using the service at any time. A period of time of the service usage starts at the moment of starting using the service.

### **§ 4. The Registration, Agreement and Verification**

1. The Agreement may be concluded by natural persons, legal persons and other organizational units to whom the law assigns legal capacity. The age of adulthood is determined by the law of the User's country of origin. In case of doubt as to the age of the User, the Service Provider may verify it by requesting the submission of relevant supporting documents.
2. By the registration on the Website, through fulfilling the form, accepting the checkbox and confirming his/her data, the User concludes the Agreement on service provision by electronic means, accepts the available Terms and Conditions, and in particular:
  - a. The scope of provided Services;
  - b. No need to invite a new person to the Website;
  - c. The terms and conditions of payments.

3. The costs of services are available at the address <https://wearemasternodes.club/masternodes> under the title "Costs of Services".
4. Registration is free and the User gains access to the functionality of the Website.
5. The registration itself does not require any fees, the User decides whether he/she deposits means or purchases the Service.
6. It is necessary to pay the fee according to the rates available on the Website to activate the account.
7. Activating the account results in activating one coin. The activation of a coin is understood as a full access to the Website, instruction of setting the Masternode up for a particular coin and server required to maintain the Masternode environment. The activation is lifelong, even in case of lack of paying a monthly fee of the service on the coin.
8. The User may use the packets only on the activated coins.
9. The User receives 100% of obtained coins. The Service Provider does not charge any commissions.
10. In the event of any purchase on the Website, the User confirms that he/she is aware of the lack of the right to withdraw from the Agreement as the delivery of digital content and the situation in which prices and remuneration (commissions and all other receivables available within the Website) depend on fluctuations in the markets, which the Service Provider does not control.
11. The User is obliged to provide correct and real data in the Form. In case of justified doubts about the authenticity of the provided data, the Service Provider reserves the right to suspend the activation of the account.
12. As a part of providing data by the User within the Website, and in particular during verification, the Service Provider may request the following type of information, out of many:
  - a. name and surname;
  - b. phone number;
  - c. type of an account:
    - i. private;
    - ii. business - in that case the Service Provider may request additional data indicated in the form and sending to the Service Provider appropriate documents indicated in the form to complete further verification;
13. In case of a private account (of a natural person) provided data my concern:
  - a. name and surname;
  - b. citizenship,
  - c. identification number of civil register or birth date if such a number is not used in a User's country,
  - d. series and number of a document confirming an identity of a person,
  - e. address of residence - in case of having such information by the authorities,
14. In case of a business account (of a company, legal person or an entity which does not have a legal personality):
  - a. name (of a company);
  - b. organization form,
  - c. address of the registered office or address of business activity,
  - d. Tax Identification Number NIP and in case of lack of such a number - a country of registration, commercial register as well as the number and dates of registration,
  - e. identification data, under (6) of a representative person, who represents legal person or an entity which does not have a legal personality.

15. The Service Provider may introduce additional security methods for an account, including especially procedure connected with the Google Authenticator application or similar.
16. The Service Provider having reviewed provided data, may reject the registration of the User on the basis of low credibility of provided data by the User or demand to provide additional documents, including the identity card or passport, a photo of the User holding the said documents, or a photo of the User presenting in the background a well-known place from the area of User's place of residence (up to 15 km). Lack of verification, confirmed by documents, may result in suspension or removal of the account, including writing off collected funds.

#### **§ 5. Specific risks relating to the use of Service**

1. The risk in the context of virtual currencies is understood in particular as the exchange rate risk, the lack of the central issuer and bank guarantees, thus the virtual currencies obtained as a part of the business activity may either gain or lose value with the passage of time.
2. The use of services provided electronically is associated with the risk of infecting the Users devices by unwanted software, including one whose only purpose is to cause damage.
3. In order to avoid threats related to unwanted infection of the Users devices, it is recommended to install anti-virus software on the computer used by the Service Recipient. It is recommended that the antivirus program be constantly updated as soon as possible to install updates.

#### **§ 6. Rules of Transferring Funds**

1. Available methods of deposit and withdrawal of funds are included on the Website within the User account. Usage of funds is required to meet the conditions set by the providers of these services.
2. Deposited funds (and owned to profit on the Website) are included on the account as available funds.
3. Ordering withdrawals below the minimal amount of USD 50.00 shall not be executed. In the event that the minimum withdrawal amount is not reached, the funds shall be on the account as available funds and the funds shall be withdrawn to the User when the minimum withdrawal amount has been reached and the withdrawn order is placed again.
4. The User does not have the right to transfer of claims (assignment) to other entities.

#### **§ 7. Partner Program**

1. As a part of the Partner Program, the User may recommend the Services provided by the Service Provider and benefit from such an activity in a form of a commission.
2. The Partner Program is available only to the User with an active account.
3. The User may receive the commission for the activation of the account of a new User and also for the coin activation, payment for the service and purchase of packets by recommended people, according to the value available on the Website and the Marketing Plan.
4. The Service Provider declares, and the User acknowledges and agrees that obtaining new Users within the activity on the Website is not necessary or needed to profit. Any possible information on ways of profiting including the benefits of inviting new people shall not be understood as a required form to operate on the Website. In particular, the phrase "all you have to do is to invite one / another person" does not mean that this is necessary in the scope of the Service Provider activity. The acquisition of new Users aims to increase the scope and profitability of the Service

Provider, thus, the Users and the availability of services enables the Website to be used and profit from such activities.

5. The activities of the User on the Website are performed for own benefit and risk, and the basis of the activities is a voluntary registration at the moment of the conclusion of the Agreement and the selection of the contract. Except for the conclusion of the Agreement on service provision by electronic means, the User is not bound to any other legal relationship, in particular including, under labor law or other, unless the relationship of the Parties has been established on the basis of separate, written agreements or settlements. The User is not entitled to act contrary, directly or indirectly, or violate the provisions hereof, and terms and conditions of cooperation with the Service Provider. In particular, the User shall not act on behalf of or for the profits of the Service Provider.
6. The business activity of the User is subject to generally applicable regulations in this respect. The Service Provider shall not be liable to the User or any third parties for any failures or actions resulting in a neglect or violation of applicable law. The Service Provider does not provide the Users with any consultancy services, in particular regarding legal, financial or tax advising. It is the User's responsibility to settle the tax on his own.
7. The User operating within the Website is obliged to:
  - a. respect all the terms of participation and rules applicable to the Service Provider by adjusting to their content and intentions they are based on;
  - b. in relations with other people, be guided by the principles of honesty and proper treatment; to present the products, services, terms and conditions and prospects of cooperating with the Service Provider in a fair and honest manner;
  - c. not to use misleading, deceiving, dishonest practices or sales; adapt own actions to terms and conditions of cooperation set forth in the Service Provider's documentation and the guidelines provided by the Service Provider, in the sense of personal liability for their violation or nonconformity;
  - d. inform every new person about the lack of need to invite other people within the Website usage, what Masternodes and virtual currency is as well as an existing risk connected with the virtual currency market.
8. The User has the right to use the company (name of the company) and logo (trademark), photographs, prints, information owned or protected by the Service Provider, solely in compliance with the rules set by the Service Provider. Exercising the rights hereinabove to other extent is possible only after obtaining the prior direct consent of the Service Provider specifying the scope, manner, form and the time, if applicable, of such use. The use of the Service Provider trademark is permitted on the basis of the rules set forth on the Website, considering the following provisions:
  - a. if the User advertises, publishes or uses otherwise the trademark of the Service Provider, he/she is obliged to add "Independent Partner";
  - b. if the User has created a Website, which is solely concerned with the Service Provider partnership or is described as one of several programs, the statement "Independent Partner" and the name of the Service Provider shall be visible on the home page;
  - c. if the User uses in own domain indication (in words) of the Service Provider or its part, the Service Provider may demand a transfer of the domain rights or to change the content or structure on the Website.
9. The User shall not seem to be acting on behalf of the Service Provider in User's professional contacts or contacts with other Users. Partners shall not use the title of a "Manager",

“Director” or “President” or other similar title unless the Service Provider agrees and gives such title. If the provision is violated, the Service Provider may warn the User, including imposing appropriate sanctions, including suspension/removal of the User Account. If there are additional terms and conditions/guidelines/instructions applicable to the Partners, they are applicable accordingly.

10. It is not prohibited to cooperate with other entities providing services on the market by the User, however, to sell directly or indirectly products or services of another company to other Users of the Service Provider and to offer them cooperation in this matter shall be deemed as a serious violation of interests of the Service Provider. It is prohibited to combine the Service Provider's presentation with other presentations in one material unless the Service Provider has given his consent.

### **§ 8. Liability**

1. The User is responsible for maintaining the confidentiality of his/her account and password and for preventing unauthorized access to the account.
2. The User agree to accept responsibility for all activities that occur under his/her account or password.
3. The User should take all necessary steps to ensure that your password is kept confidential and secure and also use two factor authentication.
4. The User should inform Service Provider immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.
5. Any violation of the provisions hereof shall result in a warning, a complete lock of the account, limitation of the use of certain services and imposing a contractual penalty up to the total of collected funds accumulated on the User's Account at the Service Provider's discretion. If the User has taken steps that are not prohibited hereby but are understood by the Service Provider to be harmful or unwanted, the Service Provider shall notify the User via email, and demand to discontinue such an activity immediately and remedy the effects. No response and lack of prompt reaction of the User to the request of the Service Provider is a violation hereof.
6. The Service Provider shall not be liable for any effects resulting from the possession of the third party of the access password to the User account. In particular, it concerns logging in to the Website by the User from different locations.
7. The Service Provider shall not be liable for services provided by third parties, who provide services to the User under their own name and for own profit, under separate terms and conditions and under separate agreements concluded with the Service Provider or its contractors, in particular with the reference to the payment methods. Terms and conditions governing the provision of such services belong to the entities providing these services and these entities are solely liable for them. Any complaints to the Service Provider in this regard shall be passed to these entities.
8. The Service Provider is not liable for a change of value of obtained funds on the virtual currency market.
9. The User may use Website only for the purposes for which it is provided.
10. The User could not use Website for fraudulent or other unlawful activity or otherwise do anything to damage or disrupt this site.

11. Multiple accounts for the purpose of defrauding, circumventing bans, soliciting or abusing Services will result in immediate termination of all related accounts.
12. To open another account please contact [contact@wearemasternodes.club](mailto:contact@wearemasternodes.club) so that previous account can be deactivated or deleted.
13. The Service Provider has the right to send a question to the User, and the User is obliged to provide the Service Provider the information necessary to explain the circumstances related to the violation of the responsibility of the User.

### **§ 9. Cancellation and Termination**

1. The user can cancel account at any time by using web interface or by contacting Service Provider at [contact@wearemasternodes.club](mailto:contact@wearemasternodes.club).
2. If the User cancels the Service before the end of the month or year through which is currently paid or do not make use of all purchased credits, cancellation will take effect immediately. There will be no refund for unused months of Service or credits.

### **§ 10. Complaints**

1. The User and third parties may notify the Service Provider any abnormalities related to the operation of the Website and its functioning via e-mail address or through the Support or other appropriate tab.
2. The notification should specify:
  - a. description of the violation;
  - b. request for a specific behavior to handle the complaint.
3. The Service Provider shall provide information on the examining notification by electronic means in 30 (thirty) days from the date of its submission. The response to the notification shall be sent to the notifier via the address provided in the notification. The Service Provider reserves the right to extend the above deadline by a maximum of 30 (thirty) days if the examination of the notice requires special information or overcoming obstacles encountered by the Service Provider, in particular hardware or network failures. The Service Provider further reserves the right that the examining of the notification may require the notifier to provide further clarification - the time of the exchange of correspondence prolongs the period in which the notification is examined appropriately.
4. User's submission of a complaint in the electronic form is equivalent to agreeing to receive a reply from the Service Provider also in the electronic form.

### **§ 11. Additional Information about the Services**

1. The Service Provider shall ensure the operation of the communication and information system which is used in such a way that each User may terminate the use of electronic services at any time. In connection with the rules of withdrawals of funds, the User should refer via the e-mail address of the Service Provider.

2. The Service Provider shall ensure that the used information and communication system is used in such a way as to prevent an unauthorized person from accessing the content of the transmission of electronic services, in particular through the use of cryptographic techniques.
3. The Service Provider states that the use of electronic services may involve a technical risk, typical for the usage of IT systems. The User of the business model shall secure their electronic connections and devices against an unauthorized access, including, in particular, installing anti-virus software.
4. In order to use the electronic service provided within the Website, the User shall meet the following technical requirements necessary to cooperate with the IT system of the Service Provider: having a device enabling the use of the Internet, connection with the Internet, having a browser allowing the display of web pages e.g. Internet Explorer versions 5.5 and higher or Opera versions 7 and higher, or Firefox versions 1 and higher, or Google Chrome 5.0 or higher, or Safari 5, or higher, and cookies support enabled, SSL and JavaScript enabled, and having an active email account (e-mail).
5. The Service Provider reserves the right to interfere with the technical structure of the User Account in order to diagnose abnormalities in the functioning of the services provided within the Website, and the Service Provider may make changes or otherwise affect the technical features of the User Account, to modify or restore the correct operation of the User Account or the Website itself.

## **§ 12. Privacy Policy/GDPR**

Pursuant to European Parliament and Council regulation (EU) 2016/679 dated 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, Official Journal of the European Union, L 119/1 of May 4, 2016 (hereinafter referred to as: GDPR) the Service Provider as the Personal Data Controller of the Customer, who is a natural person (a person whose personal data have been obtained by the Controller), represents:

1. Information on the Controller: The Controller of the data is the company of Service Provider
2. For what purpose and on what basis we collect and use data:
  - a. in order to properly provide the Services offered on the Website - the legal basis: art. 6(1)(b) of the GDPR;
  - b. in order to comply with legal obligations of the Controller, i.e. issuing invoices, other accounting documents - the legal basis art. 6(1)(c) of the GDPR;
  - c. in order to respond to complaints within the time and form provided by law, in accordance with the applicable provisions in this area - the legal basis art. 6(1)(c) of the GDPR;
  - d. in order to market directly, by which we inform about offers and promotions, the legal basis: processing is necessary for the purposes of legally justified business activities conducted by the Controller - the legal basis art. 6(1)(f) of the GDPR),
  - e. in order to support Customer Service, better adjust current offers on the basis of chosen products, the legal basis: processing is necessary for the purposes of legally justified business activities conducted by the Controller - the legal basis art. 6(1)(f) of the GDPR).

3. The following personal data are processed: Name and surname; phone number, address, email address, age, country of origin.
4. The recipients of your personal data are:
  - a. support of the Website, employees, associates of the Controller,
  - b. companies providing services subcontracted by the Controller,
  - c. entities providing the Controller with advisory, consultancy, audit, legal, accounting or tax as well as ICT and marketing services,
  - d. entities performing payment activities (banks, PayU) in order to make payments, refunds and other settlements,
  - e. institutions that carry out tax, accounting etc. audits for at the Controller.
5. Personal Data Storage Time: Personal data shall be kept for the duration of the Agreement and for the time necessary to comply with tax and accounting obligations regulated by separate regulations. The Controller may store personal data for a longer period of time but only in justified cases and in compliance with law.
6. You have the right to: a) demand of the Controller to access personal data, b) demand of the Controller to correct personal data, c) demand of the Controller to remove personal data, d) demand of the Controller to limit personal data, e) object to data processing, f) demand to transfer data to another controller or to the Country (under art. 20 of the GDPR), To exercise the said rights, you shall file a motion via email address of the Service Provider.
7. Respect for Privacy The Service Provider assures to make an effort to ensure that personal data are processed with the greatest respect for the privacy of the data subject and with the utmost care for the safety of the processed personal data, and in particular ensures that the Service Provider has taken all legal measures to safeguard personal data collections.
8. Applied Safety Measures The Service Provider declares that he adapts technical and organizational means to protect the personal data being processed, appropriate to the threats and categories of data subject to protection, and in particular, protects the data against unauthorized access, unauthorized retrieval, processing in violation of the legal provisions and alteration, or destruction.

### **§ 13. Cookies Policy**

#### **Cookies Types:**

1. The Service Provider may use the following types of cookies on the Website:
  - a. temporary which are deleted after leaving the site or turning off a web browser;
  - b. permanent which are stored on the User's end device for an unspecified period of time, or until the User deletes them manually;
  - c. statistical to track traffic on the Website;
  - d. functional which allow personalization of the site in relation to the User;
  - e. advertising which provide the User with content adjusted to his/her personal preferences;
  - f. necessary and secure which concern the maintenance of safety rules within the maintenance of the Website and authentication rules.
2. Purposes of Using:
  - a. optimization, increasing efficiency and quality of the provided services;
  - b. correct feature configuration available within the Website;
  - c. personalization of the displayed content and ad matching the visitors of the Website;
  - d. safety maintenance and reliability of the Website;

- e. collecting and using general and publicly available static data through analytical tools.
3. External Entities Cookies stored on the User's end device are allowed to be used by other entities that affect the quality of the offered services. The User may change own cookies settings at any time by specifying the conditions of storing and granting cookies the access to the User's device. Changes to the settings referred to hereinabove may be made via the settings of the web browser or via the configuration of the service. The settings may be changed to block automatic cookie operation in the settings of a User's web browser or to notify the User every time when cookies are placed on the device.
4. User Rights: The User may delete cookies at any time by using the settings available in the used web browser. Restricting or blocking cookies via the web browser shall not refrain the User to participate in the Website, however, this may cause difficulties or irregularities with the Website operation, for which the Service Provider is not liable. It is recommended to use software that enables cookies operation.

#### **§ 14. Intellectual Property Rights**

1. All intellectual property on this site, including without limitation any trademarks, text, graphics (except coin logos or third party logos) and copyright, is owned by us or our content suppliers subject to paragraph 5.
2. Service Provider is the exclusive owner of all rights in the compilation, design, software, functional layout and software of this site.

#### **§ 15. Final Provisions**

1. The supply of services by electronic means of communication is governed by the law of Poland.
2. Users may not transfer their rights under these Terms and Conditions to any entities.
3. The Service Provider shall inform the User about amendments in a visible place on the Website, either by sending an e-mail to the User or directly by the notification available on the User Account (in the User panel).
4. Information about the planned changes to the Terms and Conditions shall be provided Clients at least two months before their implementation.
5. If the User does not agree to the amendments, he/she has the right to remove the User Account.
6. Any disputes arising herein are applicable to the legislation based on general principles, and the parties reserves that if it is possible to apply principles of international law, the Service Provider has the right to choose the court and competent law. Before taking legal measures, the Service Recipient shall call the service provider and specify the claim, and then in 30 days the Service Provider shall respond and choose the competent court and law.
7. The User agrees to any transformations, legal changes and transfer of the rights of the Service Provider to another entity. In particular, the User agrees that the registered office of the Service Provider may be moved to another country and that a completely new company may be set up. Assignment of rights and claims is prohibited between the Parties in other cases.
8. If, at any time, one or more provisions hereof become invalid or ineffective for any reason under law provisions, a final court judgment or a final administrative decision of a public administration authority, all the other provisions hereof remain fully effective. Invalid or

ineffective provisions, referred hereinabove shall be replaced by provisions under the relevant provisions of law having legal effects similar to the amended provisions.

9. The Terms and Conditions in this form are valid from 13.01.2020.