

# Terms & Conditions

## governing the use of supainvest

### §1.

#### SUBJECT MATTER OF THE TERMS & CONDITIONS

1. This document constitutes the terms and conditions aimed at regulating the functioning of the “Supainvest” service, hereinafter referred to as the “**Service**“, offered by Supainvest Limited, hereinafter referred to as the “**Service Provider**“.
2. The purpose of this regulations is to define the rules of cooperation between the Service Provider and third parties that use the Service, hereinafter referred to as “**Investors**“. In particular, the terms and conditions specify the conditions of using the Service, the method of registration to use the Service, the terms and conditions of investment, including the rules of calculating the share in profit, the method of payment of the funds deposited as part of the investment, the rules of functioning of the commission system and mutual rights and obligations of the Service Provider and individual Investors.

### §2.

#### SERVICE PROVIDER

1. The Service Provider is Supainvest Limited, a company incorporated under the law of the Seychells, address: Crystal Offices, OT Center, Victoria, Mahe, Seychelles, entered into the register under number 0219017.
2. The Service Provider provides the service through special purpose vehicles, which are responsible for the proper execution of the investment covered by the Service in a given country.
3. This terms & conditions refers to all companies operating within Service Provider’s group.
4. The Service Provider provides the Service through Supainvest, a platform for using the Service and managing the investment process,.
5. The Service Provider is the owner of the Supainvest platform and software and possesses the permits and licenses necessary for proper and legal provision of the Service.

### §3.

#### INVESTORS

1. The recipient of the Service is the Investor, i.e. every entity that uses the Service.
2. The use of the Service takes place in accordance with the rules specified in these terms and conditions.
3. By using the Service, the Investor agrees to the provisions of this terms and conditions.

#### **§4.**

#### **SCOPE OF THE SERVICE – RULES OF INVESTMENT**

1. The aim of the Service is to enable investors from all over the world to be part of the gambling market in Africa.
2. Through the Service, the Investor can purchase the ownership of whole slot machine/s or shares in such a machine.
3. Investor by purchasing the slot machine at the same time have possibility to rents it to one of Service Provider's licensed companies which operates the machine generating income and share the profit with the Investor according with the provisions contained herein.
4. The lease is for a fixed period of 5 years, after that period of time Services Provider and the Investor shall prolong the agreement every year for a year period of time with stipulation that the Service Provider have right to not enter into the prolongation agreement at its own sole discretion
5. After the purchase of a given slot machine by the Investor, the Service Provider either orders the production of a new slot machine and then transfers its ownership to the Investor or transfers the ownership of the machine already produced. By making a purchase, the Investor acquires the right of ownership of a specific slot machine with a unique serial number for its identification.
6. Service Provider, delivers slot machine it to the target country and take care of placing it in slot venue of the lessee.
7. The Investor has the right to move the slot machine it has bought to another place at its own expense and only after the 5-year lease period has expired.
8. Service Provider delivers the slot machine to the slot venue in the target country within maximum 30 days from the day of the end of the finalisation of the purchase transaction of the slot machine.
9. From the day the slot machine launches, the Investor may track its results and profit it generates by Service Provider's software and platform specifically designed for this purpose as described in §5 below.
10. The Investor's profit consists of: share in the profit generated by the purchased machines and remuneration according to the commission system.

#### **§5.**

#### **REGISTRATION AND USE OF THE PLATFORM**

1. In order to use the service, the Investor has to register for the service through the platform: [supainvest.com](http://supainvest.com).
2. In order to complete the registration process the Investor is required to provide all of its data that will be required in the registration process. The Service Provider is allowed to require verification of the Investor, in compliance with applicable anti-money laundering and terrorist financing regulations. In particular, the verification may consist of confirming the Investor's data with a valid identity card (containing the identification number and date of birth), receipt of an invoice for his data not older than 3 months and explaining transactions by the Investor, including also sending a photo/photos of the Investor, which presents in the background a well-known place from the area of Investor's place of residence.
3. By making the registration, the Investor agrees to the provisions of this terms and conditions.
4. The slot machines or shares in them are purchased through the investment wallet made available to the Investor upon completion of the registration process or for regulated currency indicated by the Service Provider.
5. At the time of purchase, the Investor is informed via the platform which slot machine it buys (serial number) and where it will be placed.
6. From the moment of registration in the platform, the Investor has the possibility to invite to the service other people.
7. The Investor may track the results of each slot machines which was purchased via: [superinvest.com](http://superinvest.com).

## §6.

### RULES FOR CALCULATING PROFIT-SHARING

1. One slot machine costs USD 5.000. The Investor may purchase from 1% to 100% of share of the slot machine where each 1% may be purchase for USD 50.
2. The Investor is entitled to a 50% share in the profit on the machine it has purchased. The profit is calculated from the moment the slot machine is properly placed and launched in its slot venue in the target country.
3. Calculation of the amount of 50% of the profit to which the Investor is entitled is made after deducting from the total profit generated by the slot machine the local taxes and royalties, won prizes and payouts from the Slot Machines as well as bonuses from Slot Machines .
4. As the right to participate in the profit from the slot machine can only take place after it has been placed in the slot venue, launched and the profit generated, the Service Provider reserves the right to postpone the payment of the Investor's profit until that time.
5. The payment of a share in the profit to which the Investor is entitled takes place within 30 days from the day when given slot machine was launched and brought first income through the account possessed by the Investor on the platform. The paid funds may be used by the Investor for the purchase of subsequent slot machines or to execute an order for immediate withdrawal of this funds as per table of fees and commissions .

6. The minimum payout amount is USD 10.

## **§7. COMMISSION SYSTEM**

1. The Investor is entitled to remuneration in accordance with the commission system described below but not lower monthly than USD 250 with the stipulation to §8 below after the Slot Machine has been placed in the slot venue and launched.
2. The Investor may invite to the service other people. When invited person joins the programme (purchases slot machine), Investor is entitled to one-time commission (CPA) and profit share commission.
3. The Investor is entitled to 5% of the net revenue generated by the slot machines which was purchased by people invited to the program directly by the Investor (Level 1 referrals) and one-time commission (CPA) of USD 400 for each slot machine purchased by each Level 1 referral.
4. The Investor is entitled to 4% of the net revenue generated by the slot machines which was purchased by the Investors invited to the program by Investor's Level 1 referrals (Level 2 referrals) and one-time commission (CPA) of USD 300 for each slot machine purchased by each Level 2 referral.
5. The Investor is entitled to 3% of the net revenue generated by the slot machines which was purchased by the Investors invited to the program by Investor's Level 2 referrals (Level 3 referrals) and one-time commission (CPA) of USD 200 for each slot machine purchased by each Level 3 referral.
6. The Investor is entitled to 2% of the net revenue generated by the slot machines which was purchased by the Investors invited to the program by Investor's Level 3 referrals (Level 4 referrals) and one-time commission (CPA) of USD 100 for each slot machine purchased by each Level 4 referral.
7. The Investor is entitled to 1% of the net revenue generated by the slot machines which was purchased by the Investors invited to the program by Investor's Level 4 referrals (Level 5 referrals) and one-time commission (CPA) of USD 50 for each slot machine purchased by each Level 5 referral.
8. The Investor may earn from people referred by anyone who was invited by the Investor – together up to 15% revenue share.

## **§8. DISCLAIMER**

1. The Service Provider does not guarantee to receive any profits for using the service in any amount in case of changes of the law or regulations in place of installation of the Slot Machine.
2. By using the service, the Investor accepts all the risks associated with this type of investment, in particular, it is aware that the creation of any profit and its amount depends

on the profits generated by the slot machines and whether any profit will be generated and in what amount may change.

3. The Investor acknowledges that Service Provider may deliver the slot machine to the slot venue in the target country within maximum 30 days from the day of the end of the finalisation of the purchase transaction of the slot machine.
4. All rights to the software provided for Investors and all its elements (including software, functional layout, graphics, databases and works presented) belong to the Service Provider.
5. The Investor agrees to the transformations, legal changes and transfer of rights from the Service Provider to another entity, in particular its subsidiaries. In particular, the Investor agrees that the premises of Service Provider are allowed to be transferred to another country, including through creating a completely new company.
6. The Service Provider reserves that the prices and rates contained in these terms and conditions may be subject to change, of which the Investor will be informed each time.
7. The Service Provider is not liable in any manner for the taxes of the Investor that shall be paid by the Investor in country of origin

## **§9. LIABILITY**

1. Any violation provisions hereof, at the discretion of the Service Provider in accordance with the scale of violation, shall result in warning, suspension, removal of the Investor or remission of obtained means. If the Investor has taken steps that are not prohibited hereby, but are understood by the Service Provider to be harmful or unwelcome, the Service Provider shall notify the Investor via email, and demand to discontinue such activity immediately and remedy the default. Lack of Investor's reaction or failure to respond to the Service Provider's demand is a violation hereof.
2. The Investor shall use the content on the software for authorized personal use and for the purposes of the Service only. Any use of the content of the software not constituting hereinabove is prohibited and constitutes a violation of copyright and hereof.
3. The Parties exempt the liability of the Service Provider and its subsidiaries for any damages resulting from the way in which the Investor uses the Service. The Service Provider is not registered as an investment advisor or stockbroker. The Services provided by Service Provider should not be treated as investment advice or recommendation from the Service Provider, its subsidiaries or from companies related on the basis of purchasing, selling or holding a particular security, financial product or instrument that is related to such an investment.
4. Any results of unauthorized acquisition of the password to the Investor's account by the third parties shall not constitute the liability of the Service Provider. In particular, it applies if the Investor logs to the software from different locations, or if the Investor's account is registered by other person or Investor. Sharing the account with other person constitutes a particularly flagrant violation hereof, due to the will of the Service Provider to

honestly inform each person about the conditions of joining the Service and rules of Service Provider's activity.

5. These terms and conditions, together with possible attachments, constitute a binding commitment of the parties using the Service.

## **§10. FINAL PROVISIONS**

1. If any provision or provisions of this terms and conditions shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this terms and conditions (including, without limitation, each portion of any section, paragraph or sentence of this terms and conditions containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this terms and conditions (including, without limitation, each portion of any section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.
2. Any disputes between the Service Provider and Investors which may arise from or are connected with this terms and conditions should be settled by the appropriate court with jurisdiction over Service Provider's registered office.
3. The Service Provider has the right to change these terms and conditions at any time. Investors will be informed of any change through their account at any time.