

# TERMS AND CONDITIONS

(The Terms and Conditions of Service)



## § 1. Preamble

1. Rockwall Investments is a web-based platform that provides Users with the services available on the platform and with the ability to build own community network according to the available matrices. The access to the platform is granted at <http://www.rockwall.investments>.
2. The Administrator and Service Provider of the Platform is Rockwall Ltd., registered in Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (P.O. Box 1405, Majuro Marshall Islands) registration number: 92066. A User is obliged to direct any statements in connection with Rockwall Investments activities with this entity and a contact with the Service Provider is available on the form available on the website or directly at [info@rockwall.investments](mailto:info@rockwall.investments).

## § 2. The Subject of the Services

1. Users within the platform are offered access to the Services in accordance with their scope and the possibility to use them in accordance with the Terms and Conditions and any additional published terms and conditions, including in particular the information contained in each Service page.
2. The scope of services offered is up-to-date with the one available within the Platform, including:
  - 1) the MINING Program as a digital currency mine;
  - 2) the ESTATE Program as a right to share in profits from real estate;
  - 3) the FUSION Program as a right to share in profits from trading on the digital currency stock market;
  - 4) the SHIELDS Program, as building social networks in accordance with the available matrices.
3. Within the MINING Program a User concludes a contract to extract the selected digital currency according to the provided options and conditions in the platform. The User can choose the type of contract according to the computing power and the price per 1 MH / s. The price is determined according to the amount of computing power selected by the User. The price is confirmed by a User by the acceptance of the payment made or the funds transferred from those held in the account. Contracts for the extraction of digital currency are concluded for certain periods of time and cannot be

**ROCKWALL  
INVESTMENTS MAKES  
THE POSSIBILITY OF  
EARNINGS  
ACCORDING TO  
SELECTED SERVICES  
BY THE USER**

terminated before this time. The Service Provider does not guarantee profits because it depends in particular on the efficiency of the output and their value, which price is determined according to the market conditions on the digital currency markets. The program starts functioning 30 days after purchase.

**WITHIN THE ESTATE  
PROGRAM THE USER  
PURCHASES THE RIGHT  
TO SHARE IN THE  
PROFITS OF THE  
COMPANY'S REAL  
ESTATE**

4. Within the ESTATE Program a User enters concludes a contract (purchase contract) for the purchase of the right to profit from the Service Provider's real estate property according to the options and terms provided on the platform. The User can select the type of a contract according to available forms, return on investment as the potential rate of return, minimum deposit amount, and payout policy. The payment of profits to the Users is dependent on the use of the property by the Service Provider, i.e. by renting it and benefiting from it or further resale. A User does not purchase property in connection with the paid amounts or with the participation in these properties.

**WITHIN THE FUSION  
PROGRAM THE USER  
PURCHASES THE SERVICE  
AS THE RIGHT TO SHARE  
IN THE PROFITS OF  
DIGITAL CURRENCY  
STOCK MARKETS**

5. Within the FUSION Program the User concludes a contract to purchase the right to profit from the Company's funds used on the digital currency stock market according to the possibilities and terms provided on the platform. The User can choose the type of a contract according to the available forms and paid money. The payment of profits to the User is conditioned on the effectiveness of the used trader's funds (belonging to the Service Provider) within the Service Provider's business. The program starts operation 5 days after the date of purchase.

**NO NEED TO INVITE THE  
NEW PERSON TO THE  
PLATFORM**

6. Within the SHIELDS Program a social networking service is available based on the available matrices and the corresponding terms. Within the purchased matrix, the User buys a product that is available for the User after a closure of the matrix. The User receives the product for maximum 6 months after the matrix's closure. Each User receives 8% from directly recommended for their purchases within given structure. In addition, in case of having 39 people in the matrix and thus closure of it, the User receives 20x (twenty times) its price. In case of closure of one matrix a new matrix with the value of the closed one is received by the User free of charge. Products received after closure are included in physical or digital form. The product type is not known to the User before it is closed and is randomly allocated at the opening of the matrix. Each User can have one main account and any number of submatrices.

**PAID FUNDS TO  
PROGRAMS ARE  
DISTRIBUTED  
ACCORDING TO THE  
GIVEN PERCENTAGE  
STRUCTURE**

7. As a part of the purchased Programs as well as SHIELDS the funds are paid by the User to the common pool in the system of the Service Provider. In connection with the selection of the Program by the User, the funds shall be distributed as follows:

- 1) 60% to the selected Program;
- 2) 5% as administrative fee for the operation of the Program;
- 3) 5% as a commission to the Service Provider;
- 4) 20% for the digital currency mine;
- 5) The remaining 10% the Service Provider may either allocate to the Program selected by the User or transfer to another Program at User's own choice.

8. The core service of the Rockwall Investments is a digital currency mine and regardless of the type of selected Program, according to Article 2 (7.4), in each case the Service Provider develops the MINING Program through investment in equipment, service, maintenance and further development. All Programs available on the platform are important to its functioning in order to diversify its earning potential.

9. In the event of the purchase of one of the Programs available, the User receives a confirmation of his / her activity by activating the Service in the User's account. In addition, the User will receive a contract in electronic form .pdf

10. The Service Provider declares and the User acknowledges that the Service Provider does not carry out any fundraising activity in order to encumber the risk of such funds, as:

- 1) Within the MINING Program, the User purchases the computing power to extract digital currency;
- 2) Within the FUSION Program, the User purchases the right to participate in the profits from the Service Provider, and this option is an additional function and it is always interdependent to the MINING program due to the structure of the distribution of funds;
- 3) Within the ESTATE Program, the User purchases the right to participate in real estate profits purchased by the Service Provider, and this option is an additional function and is always interdependent to the MINING Program due to the structure of the funds allocation;
- 4) Within the SHIELDS Program, the User purchases functionality in a platform that provides possibility of building its social network through shared matrices.

11. Funds deposited by the User in the FUSION and ESTATE Programs are guaranteed up to the amount of the deposit, so they are not subject of any risk. However, due to the digital currency market and real estate the User may not make profits and is therefore informed that the charge can be 0 %. The lack of guaranteed funds in the MINING and SHIELDS Program results from the fact that the first one is redeemed in computing power, and in the second one the functionality on the platform, so there is no turning of the User means in this case.

### **§ 3. Registration and Contract**

1. The contract may be concluded by natural persons, legal persons and other organizational units to which the law grants legal capacity. The age of adulthood is determined by the law of the country of origin of the User. Registration is free and the User will gain access to the functionality of the platform. A minor can become a User if he or she has a legal guardian's consent. In case of doubt as to the age of the User, the Service Provider may verify this condition by requesting the submission of relevant supporting documents.

**THE CORE SERVICE OF THE ROCKWALL INVESTMENTS IS THE DIGITAL CURRENCY MINE, THE REST OF THE SERVICES ARE SUPPORTING**

**THE SERVICE PROVIDER DOES NOT CARRY OUT ANY ACTIVITIES BASED ON GATHERING THE USER'S FUNDS OR ON ENCUMBERING THE FUNDS WITH THE RISK**

**THE REGISTRATION ON THE PLATFORM DOES NOT REQUIRE ANY FEES REJESTRACJA W**

2. By making a registration on the Platform the User concludes the Electronic Services Agreement, accepts the applicable Terms and Conditions, and in particular:
  - 1) The Scope of Services;
  - 2) No need to invite new people / entities to the platform;
  - 3) Rules of payments;
  - 4) The existence of a basic functions in the platform as a digital currency mine, and thus to grant it preferential treatment in the distribution of funds paid by the Users.
3. To start a business in the platform and thereby gain profits, the User should purchase \$25 SHIELD and at least a minimum \$25 MINING Program. The registration itself does not require any fees, the User decides whether he or she is making a deposit and the type of Program selected.

#### **§ 4. Rules of transferring financial means**

1. Available methods of payment and withdrawal of financial means are included in the platform within a User's account. Means usage is required to meet the conditions set by the providers of these services.
2. Paid financial means (and held for profit on the platform) are included in the account of available means. For each withdrawal, a percentage is retained in the account of the available means.
3. The percentages referred to in Article 4 (2) is specified by the Service Provider in the User account. With the development of the platform, this number will be modified to eventually release payouts.
4. Payouts will be made every 2 weeks, i.e. every second Monday.
5. Payment orders less than the minimum amount of \$50.00 will not be made. In the event that the minimum payout's amount is not reached, the funds will be in User's account and the funds will be paid to the User once the minimum payout amount has been reached and the renewed payment order.
6. The parties establish a prohibition on the transfer of claims (assignment) to other entities.
7. If the bank account is not indicated or is invalid, and the payment is returned, the User shall bear the costs and charges. Transfer fees resulting from transfers to non-EU countries (SEPA countries) are borne by the User and are settled with commission claims.

**IN CASE OF PAYMENT  
ORDER A PART OF THE  
FUNDS MAY BE KEPT BY  
THE SERVICE PROVIDER  
ON THE USER'S  
ACCOUNT AS AVAILABLE  
FINANCIAL**

#### **§ 5. User's Activities**

1. The Service Provider declares and the User acknowledges and agrees that obtaining new Users within the Platform Business is not necessary or needed to earn profits. Any possible information on how your earnings are earned

**ROCKWALL  
INVESTMENTS MAKING  
MONEY MODEL IS BASED**

**ON THE USE OF  
AVAILABLE SERVICES  
AND NOT INVITING NEW  
USERS**

taking into account the benefits of inviting new people cannot be understood as a required form to operate on the platform. In particular, the phrase "all you have to do is invite one person / another" does not mean that this is necessary in the Rockwall Investments earnings model. The acquisition of new Users is designed to increase the scope and profitability of the Service Provider and the Users with the availability of services enabling the platform to be used and earning revenue without these activities, especially with regard to the use of the digital currency itself. The User who successfully invites a new User to the platform gets the User to their own SHIELDS structure.

2. The activities of the User in the platform are performed within own account and risk, and its basis is a voluntary registration made for the conclusion of the Agreement and the selection of the contract. Apart from the conclusion of an electronic service contract, otherwise Rockwall Investments does not (in principle) link to any other legal relationship, including, in particular, labor relations or other agreements unless the mutual relations of the Parties have been separately developed. Concluded contracts are in the form of a .pdf contract which is secondary to these Terms. The Partner is not entitled to act contrary, directly or indirectly, or violate the provisions of these Terms and Conditions, and terms and conditions of cooperation with Rockwall Investments. In particular, Partners shall not act on behalf of or for the profits of the Service Provider.
3. The business acts by Users is subject to generally applicable regulations in this respect. The Service Provider shall not be liable to the User or any third party for any failure or consequential failure or breach of applicable law. The Service Provider does not provide to the Users any consultancy services, in particular as regards legal, financial or tax advice. It is the User's responsibility to settle the tax on his own. The services at Rockwall Investments are directed exclusively at business entities.
4. The User operating within the platform is obliged to:
  - 1) respect all the terms of participation and rules applicable in Rockwall Investments by adapting to their content and intentions;
  - 2) in relations with other people, be guided by the principles of honesty and proper treatment; To present the products, services, and terms and prospects of working with Rockwall Investments in a fair and honest manner;
  - 3) not to mislead, deceive, dishonest practices or sales; Adapt your actions to the terms of cooperation set forth in the Service Provider's documentation and the guidelines provided, in the sense that you are personally responsible for their violation or non-use;
  - 4) inform each new person of the lack of need to invite further individuals, the basic functionality in the platform as a digital currency mine and the principles of division of funds specified in Article 2 (7.4).
5. The Partner has the right to use the company name (logo), logos, photographs, prints, information owned or protected by Rockwall Investments, solely as determined by the Service Provider. The use of the above rights to another

**THE USER SHALL  
INDICATE ACTING AS  
THE INDEPENDENT**

## **PARTNER**

extent is possible only after obtaining the prior direct consent of the Service Provider specifying the scope, manner, form and possibly the time of such use. The use of the Rockwall Investments trademark is permitted on the basis of the rules set forth in the platform, subject to the following provisions:

- 1) If the User advertises, publishes or otherwise uses the Rockwall Investments logo, he/she is required to add the "Rockwall Investments Independent Partner";
- 2) If the User has created a site that is exclusively affiliated with Rockwall Investments, or is one of several described programs, the "Independent Rockwall Investments" sign must be on the home page;
- 3) If the User uses Rockwall Investments (or words) in own domain, the Service Provider may request a transfer of domain rights or change of content or structure on the Website.

**THE LEADER STATUS  
SHALL BE GIVEN ONLY  
BY THE SERVICE  
PROVIDER**

6. The User shall not seem to be acting on behalf of Rockwall Investments. Partners shall not use the "Leader", "Manager", "Director" or "President" or other similar title unless the Service Provider agrees and gives such title. In the event of a violation of this provision, the Service Provider may warn the User, including the applicable sanctions, such as the suspension / removal of the Account. If there are additional rules / guidelines / instructions applicable to the Partners, then the Service Provider shall act accordingly.

**PARTICIPATING IN  
OTHER PROGRAMS IS  
ALLOWED**

7. The User is not prohibited from cooperating with other entities providing their services on the market, however, for serious violation of the Service Provider's interests, they will be deemed to sell directly or indirectly products or services of another company to other Rockwall Investments Users and to offer them cooperation in this matter. It is prohibited to combine the Service Provider's presentation with other presentations in one material, unless the Service Provider has given his consent.

## **§ 6. Liability**

1. Violation of the provisions of the Terms and Conditions shall, at the Service Provider's discretion, result in a warning, total lockout of the Account, limitation of the use of certain services and imposition of contractual penalty up to the amount of funds collected. In the event that the User has taken steps that are not prohibited by the Terms and Conditions, but is deemed by the Service Provider to be harmful or unwelcome, the Service Provider may notify the User by e-mail requesting immediate cessation of such actions and removal of consequences. No response and prompt failure of the User to request the Service Provider is a violation of the Terms and Conditions.
2. The parties exclude the Service Provider from liability for any damages resulting from the way in which the User uses the platform and the available services. In particular, the Service Provider is not liable for damages resulting from force majeure or third parties.
3. Any effects resulting from the third party's entry into the password for access to the User's account shall not give rise to liability on the part of the Service

Provider. In particular, this applies if the User logs on to the platform from different locations.

**THE VALUE OF DIGITAL  
CURRENCY AND THUS  
USER'S PROFITS ARE  
CONDITIONED BY THE  
VALUES OF THE DIGITAL  
CURRENCY STOCK  
MARKET**

4. The Service Provider shall not be liable for services provided by third parties who provide services to the User in their own name and on their own account, under the terms and under separate agreements concluded with the Service Provider or its contractors, in particular payment methods. The rules governing the provision of such services belong to the entities providing these services and these entities are solely responsible for them. Any complaints to the Service Provider in this regard will be communicated to these entities.
5. The Service Provider shall not be liable for the change of value in the digital currency markets, and the User acknowledges that the benefits of the MINING and FUSION Programs are primarily dependent on external factors.

**§ 7. Complaints**

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

**§ 8. Additional information about Services**

1. The Service Provider shall ensure the operation of the teleinformatic system which is used in such a way that each User may terminate at any time the use of electronic services. In connection with the rules of payouts of funds, the User should refer to 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 the 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, a classic for the use of IT systems. The User of a business model should protect their electronic connections and devices against unauthorized access, including, in particular, installing anti-virus software.
4. In order to use the electronic service provided on the platform, 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 to the Internet, having a browser allowing the display of web pages, 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, with cookies enabled, SSL and JavaScript enabled, and having an active email account (e-mail).
5. The Service Provider reserves the right to interfere in the technical structure of the User's Account in order to diagnose abnormalities in the functioning of the platform services, and may make changes and otherwise affect the technical side of the User Account, to modify or restore the correct operation of the User Account or platform itself.

#### **§ 9. Final Provisions**

1. Rockwall Investments has the right to change the Terms and Conditions without giving any reason. The Service Provider shall notify the User about changes in a prominent place on the Site or through an electronic message to the User. If the User does not agree to the Terms and Conditions, the User has the right to delete own account.
2. Lack of legal basis or incompleteness of any of the clauses contained in the Terms and Conditions does not mean that the entire agreement is legally void. These provisions change to the ones that best reflect its meaning and purpose.
3. The provisions of these Regulations and any disputes between Rockwall Investments and the User shall be subject to the Polish law, regardless of conflict of law. The User is obliged to resolve any disputes with the Service Provider in the Court in Wrocław or in Warsaw. The User agrees to be bound by the jurisdiction of these courts to settle any dispute. In the event of questionable interpretations, the decisive meaning of the Polish version is given in determining the meaning of the provisions of the Terms and Conditions.
4. In special cases that affect the security or stability of the IT system, the Service Provider has the right to temporarily discontinue or limit the Services without prior notice to the User. In particular, the Service Provider is entitled to conduct maintenance work aimed at restoring the security and stability of the IT system. The User has no claim in connection with the Service Provider's interruption or termination of service. The Service Provider may also terminate the service permanently.

**WE ALWAYS TRY TO  
SOLVE PROBLEMS  
AMICABLY. IN CASE OF  
ANY PROBLEMS, PLEASE  
CONTACT US**