



**PUBLIC
OFFER
AGREEMENT**

1. TERMS

- 1.1. Client or Customer (hereinafter referred to as the "Client" or "Customer") - legally capable person, placing orders and purchasing services presented on the website at www.africanprospectors.com for personal, household and other needs not related to business activities.
- 1.2. Seller or Contractor (hereinafter referred to as the "Seller" or "Contractor") - United African Prospectors Ltd., 77 Vasco Boulevard, Vasco Estate, Goodwood, Western Cape, 7460, South African Republic, www.africanprospectors.com website operator, registered under No.K2018520131 on October 1, 2018 in accordance to the South African Revenue Service.
- 1.3. Website - Seller's website, located at www.africanprospectors.com
- 1.4. Service - the Contractor provides the Customer with rights for joint possession of gold mining equipment and management of the extracted golden assets. The Contractor chooses the production strategy at its own discretion, determining the amount of gold to be produced, and also makes a decision on the strategic management of golden assets extracted.
- 1.5. Product - complete investment packages available on the Contractor's website and submitted to the choice of the Client, having varied cost and combining all the services provided by the Contractor.
- 1.6. Order is the Client's order duly completed and placed (complete registration online at www.africanprospectors.com and purchased package), addressed to the Seller, for services associated with co-ownership or lease of the Seller's equipment for extraction and processing of gold and management of extracted golden assets according to the packages presented on the Seller's website.
- 1.7. Package is a rate schedule, having certain parameters, according to which the services are provided and the obtained revenue is distributed.
- 1.8. Personal Account is the Client's private page on the Seller's website, where logging in takes place using unique registration data (E-mail, password). This page allows Customers to place orders, see full statistics of package operation, withdraw the accruals received, participate in the affiliate program, review transactions history, etc.
- 1.9. Affiliate Program is the Contractor's purposely generated offer, addressed to all Clients who wish to recommend the Contractor's services to others in order to earn certain bonuses under the terms of the marketing plan, set out on the Contractor's website.

2. GENERAL PROVISIONS

- 2.1. The website is owned and managed by United African Prospectors Ltd.
- 2.2. The terms of provision of services to the Customer, set forth below, as well as information provided on the Contractor's website constitute a part of this Public Offer (the "Offer").
- 2.3. Filling out the registration form, freely available at www.africanprospectors.com/register, by the Client for opening a Personal Account on the Seller's website shall be deemed to be the Client's full and unconditional acceptance of the terms of the Offer.
- 2.4. Terms of this Offer shall apply to the relations between the Parties from the moment of Client's actions, specified in the preceding paragraph.
- 2.5. Any previous agreements and arrangements between the Parties having an identical subject shall terminate from the moment of Customer's acceptance of the terms of this Offer.
- 2.6. The Parties agree that the place of conclusion of this Agreement shall be the location of the Contractor, namely 77 Vasco Boulevard, Vasco Estate, Goodwood, Eastern cape, 7460, South African Republic.

3. SERVICE INFORMATION

- 1.1. The subject of this Offer is the joint ownership of equipment capacities for gold production, followed by management of the obtained golden assets on gold market exchanges for a period of not more than seven hundred thirty (730) days.
- 1.2. Further information concerning the services being provided can be accessed through any communication channel on the Contractor's website.
- 1.3. Contractor shall have the right to unilaterally limit the scope of services provided under one order, single order amount, the form of possible order payment, as well as the number of orders, made by one Customer.

4. REGISTRATION ON THE WEBSITE

- 4.1. To place an order the Client should register on the website and make an order independently or with the assistance of customer care manager.
- 4.2. When registering on the site, the Client must provide accurate data regarding his/her name and surname. Seller shall not be liable for non-performance or delay in performance of order and (or) reverse transfer of funds for refusal to provide services on account of the Customer's presentation of inaccurate or false personal data.
- 4.3. Client undertakes not to disclose e-mail and password, specified during registration on the website, to any third parties. In case Client has suspicions regarding the security of his Personal Account or the possibility of its unauthorized use by third parties, Client shall immediately notify the Seller thereof through any communication channel on the Contractor's website.
- 4.4. Seller reserves the right to unilaterally delete Client's personal account or restrict Client's access to the account in case of Customer's proven mass unsolicited mailing (SPAM) and (or) creation of multiple accounts.

5. ORDER ACCEPTANCE

- 5.1. After placing an order, the Client receives information about the order parameters with the cost of services provided in the Client's personal account.
- 5.2. The equipment transferred to the Client into joint ownership after ordering shall be the joint ownership of the Client and the Seller for the period defined by investment package from the date of commencement of work. Equipment is located and operated in UAP premise, owned by the Seller and the Client is not entitled to apply for direct access to the equipment under paragraph 12.5 of this Offer. The equipment, according to the parameters of the purchased package, performs gold extraction for the Customer for the package validity period, after which it becomes the property of the Seller.
- 5.3. The Seller shall have the right to unilaterally change the parameters of packages at its discretion. The effective date of new terms is the date of their publication on the Seller's website.
- 5.4. The Seller reserves the right to cancel the order without disclosing the reason within 24 hours of its acceptance and return funds to the Customer if the order was paid for, and the Seller shall notify the Customer of such cancellation by written notice to the e-mail address specified during registration. Seller shall return funds according to banking details, used for the payment.

6. PAYMENT TERMS

- 6.1. Payment for services shall be made from the Customer's transit account in his Personal Account. Prior to the payment the Customer shall in advance replenish the balance of the transit using one or more means of payment presented in the Personal Account.
- 6.2. The Seller shall have the right to unilaterally change the price for services without warning, since the cost of equipment purchased by Seller is constantly varying. However, the Seller shall have no right to change the price of service ordered by the Customer after the order was accepted by the Seller in accordance with clause of this Offer.
- 6.3. Additional commission for transferring funds from the Client's wallet to the Seller's wallet can be charged when debiting.

7. ORDER FULFILLMENT AND DELIVERY OF SERVICES

- 7.1. Information on the date of commencement of provision of Services is posted in the Customer's personal account upon order payment.
- 7.2. Contractor shall provide the customer with Services throughout the period specified in package parameters, subject to Customer's fulfillment of its obligations according to the terms of the Offer.
- 7.3. Contractor has the right to temporarily suspend provision of services in the event of carrying out preventive maintenance, by sending a written notice to the Customer to the e-mail address or in the news on the Website no later than 24 hours before start of maintenance.
- 7.4. The Customer confirms that the fact of command execution (keystroke, click, etc.) via the Personal Account interface shall mean expression of Customer's will in respect of the order and (or) activation of services in accordance with price and (or) other parameters of services provided, defined by this Offer and the Contractor's website.

8. REFUND

- 8.1. In case the Services are not actually delivered as indicated in paragraph 5.5 of the Offer the Client may send a free-form written message to e-mail address support@africanprospectors.zendesk.com and demand the refund of amounts paid to the Seller's banking details. The demand for a refund cannot be satisfied after the Services were actually provided.
- 8.2. The demand for the refund of monetary amounts paid shall be subject to fulfillment within five (5) days after the corresponding request.
- 8.3. Seller shall return funds according to banking details used for the payment.

9. AFFILIATE PROGRAM

- 9.1. The amount of Partner's commission, types and payment procedure shall be governed by the terms of the marketing plan, available on the Contractor's website.
- 9.2. Client receives information about all the remunerations accrued as a result of his actions under the terms of the marketing plan through the Personal Account on the Contractor's website.
- 9.3. Remuneration is paid to the Customer within 1-10 days from the moment the Customer submits a corresponding request in his/her Personal Account.
- 9.4. The Parties shall fulfill their tax and other obligations to third parties on their own and independently of each other.

10. CONFIDENTIALITY & PERSONAL DATA PROTECTION

- 10.1.** When registering on the site, the Client transfers the following personal data to the Seller: name, surname, e-mail address, telephone number.
- 10.2.** By submitting personal data to the Seller, the Client agrees to its processing by the Seller, including for the purposes of fulfillment of its obligations to the Customer within the framework of this Offer, promotion of services by sending promotional newsletters, conducting electronic and SMS-surveys, holding contests and other promotions among clients, analysis of results of marketing actions, customer support, conducting statistical research, monitoring of customer satisfaction regarding the quality of the Seller's services.
- 10.3.** Customers and other persons visiting the site, agree that in order to satisfy the obligations to the Client, as well as for the purpose of conducting marketing research, generation of analytical reports and other marketing activities, the Seller may have personal data (including without limitation, name, surname, e-mail address, phone number, social networks accounts information, purchase history) processed by third parties by virtue of a treaty entered into with such parties, subject to compliance with the requirements of the law on ensuring the confidentiality and safety of personal data in course of data processing.
- 10.4.** Personal data processing shall be understood to mean any action on personal data, performed with or without the use of automation tools, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (including transfer to third parties, not excluding a cross-border transfer, if the need arises in the course of performance of obligations), depersonalization, blocking, deleting and destruction of personal data. Seller shall have the right to process personal data including by sending correspondence of an advertising nature to the Client's specified e-mail address, making phone calls, sending SMS-messages and messages via online messengers.
- 10.5.** Client may unsubscribe from mailings, advertising and other information from the Seller by selecting the appropriate item in the "Settings" menu of Personal Account.
- 10.6.** Seller undertakes not to disclose personal data received from the Client. Provision of information to agents and third parties shall not be deemed a violation if the agents and third parties are acting on the basis of a contract with the Seller and the information is provided for the purpose of fulfillment of obligations to the Client.
- 10.7.** Seller shall have the right to use "cookies" technology. "Cookies" do not contain confidential information. Website visitors or the Client hereby consents to collection, analysis and use of "cookies", including by third parties for the purpose of generation of statistics and optimization of advertising messages. Also, the Seller receives information about the IP address of the website visitor. This information is not used to identify the visitor.
- 10.8.** The Seller shall take all the necessary organizational and technical measures to protect the Client's personal data against unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as against other illegal acts of third parties.

11. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

11.1. Client shall:

- 11.1.1.** Comply with his/her obligations set forth in the Offer;
- 11.1.2.** Transfer funds to Contractor's payment details as a security of his/her claims and obligations arising from execution of this Offer;
- 11.1.3.** Not use textual information, graphic images, and other IP assets, the exclusive rights to which belong to Contractor, without Contractor's prior approval;
- 11.1.4.** Not make any promises, statements and guarantees on behalf of the Contractor, nor conclude transactions with Customers on behalf of the Contractor;
- 11.1.5.** Not exert moral coercion of any kind against any third parties in order to obtain partner's commission by any means. The decision to conclude a transaction with the Seller shall be made by a client independently.
- 11.1.6.** Not provide third parties with false or inaccurate information of any kind regarding the Website and/or the Services provided;
- 11.1.7.** Not create or use a site being confusingly similar to the Contractor's website at www.africanprospectors.com;
- 11.1.8.** In case of occurrence of any circumstances adversely affecting Contractor's activity or reputation, immediately inform Contractor about these facts through any convenient channel.
- 11.1.9.** Respect confidentiality regarding the information that became known to the Client in the course of execution of this Offer.

11.2. Client has the right to:

- 11.2.1.** Carry out any operations provided for by the feature set of Personal Account, in the manner and terms established by this Offer and the Contractor's website;
- 11.2.3.** Transfer all documents and information necessary to fulfill obligations under this Offer to the Contractor;
- 11.2.4.** Use Contractor's marketing tools and other assets, specially designed and provided to the Client;
- 11.2.5.** Plan and conduct marketing and advertising campaigns independently, having coordinated them with the Contractor in advance.

11.3. Contractor shall:

11.3.1. Provide the Client with joint cryptocurrency mining services and management of the obtained cryptoassets on cryptocurrency exchanges according to the parameters of the packages presented on the Contractor's website;

11.3.2. Pay the accrued profit to the Client within 15 days according to the parameters of the packages presented on the Contractor's website;

11.3.4. Respect confidentiality regarding the information that became known to Contractor in the course of execution of this Offer.

11.4. Contractor shall be entitled to:

11.4.1. Terminate this Offer unilaterally at any time in case of Client's violation of the conditions specified in this Offer;

11.4.2. Receive from the Client all information and documentation required for the performance of the Offer at first request;

12. LIABILITIES OF THE PARTIES

- 12.1. By accepting the terms of this Offer, the Customer agrees that he/she is aware of essential functional properties of the equipment installed in the Contractor's premise.
- 12.2. The Parties agree that Contractor shall not be liable for any delays, interruptions, direct and indirect damages or losses resulting from defects in any electronic or mechanical equipment due to objective technological reasons, and also as a result of acts or omissions by third parties, not caused by Contractor.
- 12.3. Contractor shall be liable only for actual damage caused to the Client as a result of the Contractor's failure to fulfill the obligations under this Offer. In this case the Client's loss of expected profit shall not be refundable. In all other cases, the Customer's losses are the result of Customer's actions or omissions.
- 12.4. Client shall be liable to the Contractor for losses incurred by the Contractor through the Client's fault, including damage caused to the Contractor as a result of the Client's failure to provide or untimely provision of any documents that must be provided at the Contractor's request, as well as the damage caused to the Contractor as a result of any corruption of data contained in the documents provided by the Client.
- 12.5. The Parties have agreed that the Customer does not have physical access to the industrial industrial mining equipment and has no right to claim such access. Industrial equipment location shall be kept secret from the Customer, and any unauthorized attempts to gain access to industrial equipment will be prosecuted in accordance with the current criminal legislation in the territory of the country where industrial equipment is located.

13. FORCE MAJEURE

- 13.1** The Parties shall not be liable for improper performance of terms of this Offer if the said default is caused by extraordinary and unavoidable circumstances, including, but not limited to the following events; mass riots or civil unrest, terrorist acts, floods, extraordinary meteorological conditions, earthquakes or fires, wars, mass uprisings, governmental actions, communication failures or power failures, equipment breakdowns or software malfunctions, effects of anomalies, etc. that make it impossible to perform obligations of the Parties.
- 13.2.** The Parties are exempted from liability for non-fulfillment or improper fulfillment of conditions of this Offer, if such failure or improper fulfillment is a consequence force majeure circumstances.
- 13.3.** A party, for which the performance of obligations has become impossible, shall, within ten (10) working days, notify the other Party of such circumstances in electronic format (news on the website, e-mail message, message in an online messenger). In this case failure to notify or untimely notification of the other Party entails the loss of the right for the first Party to allege force majeure circumstances as exempt from liability, unless the failure to inform was the result of force majeure circumstances itself.
- 13.4.** If the nature of the force majeure circumstances is such that they substantially or irrevocably prevent the Parties from achieving the objectives of this Offer, or the fulfillment by any of the Parties of their obligations under this Offer remains obstructed within thirty (30) days, the Parties shall take a coordinated decision on further fulfillment of terms of this Offer.
- 13.5.** Contractor shall not be responsible for any possible failure to achieve the Client's expected results in cooperation with the Contractor, due to the fact that the Client is not an employee of the Contractor, but rather acts on his own behalf and on an independent basis.

14. OFFER DURATION

- 13.1** This Offer comes into effect from the moment the Customer completes the registration form for opening a personal account on the Contractor's website and is valid until the expiration of 730 (seven hundred thirty) days from the Effective Date.
- 13.2.** In case of the Customer's intention to terminate this Offer, the Customer is obliged to give the Contractor at least 30 (thirty) days free-form notice in writing by sending the appropriate notice to the e-mail address support@africanprospectors.zendesk.com. The Client was notified that a penalty equal to the total amount of all services ordered on the Seller's website shall be paid by the Client for an early termination of this Offer shall be exacted.
- 14.3.** This Offer can be terminated early by mutual agreement and subject to notification of the Parties not less than thirty (30) days before the termination date.
- 14.4.** Contractor shall have the right to terminate the Offer unilaterally and without prior notice to the Client and to delete the Client's personal account without any refund of the cost of the services paid by the Customer on the Seller's website for the following reasons:
- 14.4.1.** Client violates applicable local and international laws;
 - 14.4.2.** Client's actions compromise the Contractor's name or damage its reputation;
 - 14.4.3.** Client violates the terms of this Offer.

15. DISPUTES SETTLEMENT

- 15.1.** All disputes arising in the course of execution of this Offer shall be settled by the Parties through friendly negotiations. If the arising issues are not resolved, the dispute shall be subject to judicial consideration in accordance with the legislation in effect in the territory of the country of conclusion of the Offer.

16. MISCELLANEOUS

- 16.1** The Contractor reserves the right to amend this Offer unilaterally, and the Client undertakes to independently regularly monitor changes in the Offer posted on the Seller's website.
- 16.2.** In order to ensure the Customer's familiarization with changes or additions made to the Offer before they come into force, the Customer must, at least once a week, independently or through authorized persons, access the Contractor's website for information about amendments made to this Offer.
- 16.3.** All attachments, changes and amendments to this Offer shall be considered valid if they are published on the Contractor's website.
- 16.4.** From the effective date of the procedure described in paragraph 16.1 of this section, any changes and amendments made to this Offer shall equally apply to all persons who have concluded the Offer, including those that entered into it before the effective date of the amendments.
- 16.5.** The Parties fully accept all terms and conditions of this Offer. Neither Party makes or refers to any statements that are not related to the terms of this Offer

Thank You!