

Tryvium Project

Terms & Conditions

Tryvium Terms & Conditions

These Terms and Conditions (hereinafter referred to as “T&C”) apply to the buyer of the Tryvium Tokens (hereinafter referred to as “TYM”) and future user of the Tryvium platform as defined in the White Paper (hereinafter referred to as the “Tryvium Project”).

Please read these terms & conditions carefully before participating to the token sale.

The T&C affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree to these terms of sale, do not purchase TYM Tokens.

By purchasing the TYM Tokens during the token sale period (hereinafter referred to as the “TYM Token Sale”) you will be bound by these T&C, and all terms incorporated by reference. Your purchase of “TYM” tokens is subject to these T&C.

The Company (as defined below) shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including loss of profits, goodwill or data, in any way whatsoever arising out of the use of the Smart Contract System, or the “TYM” Tokens.

Prior to purchasing “TYM” tokens, carefully consider the potential risks and to the extent necessary, consult a lawyer, accountant, and/or tax professional or other advisors to evaluate the risk entailed.

The company (as defined below) makes no promises nor warranties whatsoever of possible gains or returns, in cash or in any other form. You can potentially lose your entire contribution.

The company (as defined below) also does not guarantee in any way the success or full execution of the Tryvium project.

1. GENERAL

The website <https://www.Tryvium.io> (hereinafter referred to as the “Website”) and the sale of “TYM” Tokens are operated by The Tryvium company LTD, with a registered situated at C3006 Balluta Terrace, ST. Julian’s Ramp, ST. Julian, Malta (hereinafter referred to as the “Company”).

The Company is a commercial entity proceeding to the Tryvium Token Sale for the sole purpose of developing and financing its commercial activity and to execute its vision in strict compliance with its company purpose. As such please note that the Company shall not:

- provide any services or otherwise carry out any activities which require a licence pursuant to the Investment Services Act, Chapter 370 of the laws of Malta (hereinafter referred to as the ‘Investment Services Act’);

- constitute or otherwise operate as a collective investment scheme pursuant to the Investment Services Act;

- shall not provide any services or otherwise carry out any activities which require a licence pursuant to the Virtual Financial Assets Act, Chapter 590 of the laws of Malta (hereinafter referred to as the ‘VFA Act’);

- provide any services or otherwise carry out any activities which require a licence pursuant to the Financial Institutions Act, Chapter 376 of the laws of Malta (hereinafter referred to as the ‘Financial Institutions Act’);

Any contributions collected through the TYM Token Sale will be only used for the purpose of developing and financing the commercial activities of the Company in connection to the Tryvium platform.

The purchase of the Tryvium Tokens will help the Company to develop the Tryvium Project, but will not provide the purchaser with any equity, bond, security, derivative or any other financial instrument, contract or right falling within the scope of the Second Schedule of the Investment Services Act. Nor shall the Tryvium Token constitute electronic money for the purposes of the Financial Institutions Act and Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions (hereinafter referred to as the ‘E-Money Directive’).

2. terms

The T&C constitute the agreement (hereinafter referred to as the “Agreement”) between the Company and you (hereinafter also referred to as the “User”) with respect to the purchase of the

TYM Tokens and the participation to the TYM Token Sale, and to the future use of the services offered by the Tryvium Project (hereinafter referred to as the “Services”).

The T&C shall be carefully read by each User. Each User shall understand, irrevocably accept and comply with these T&C at all times.

The T&C provide certain information with regards to purchasing and using TYM Tokens.

The T&C do not purport to contain all information relating to TYM Tokens. In particular, they are not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to purchase TYM Tokens and must not be considered as providing complete information in relation to such a decision.

By using the website and/or purchasing TYM tokens, the user agrees to these T&C in their entirety.

It is understood and presumed that by the facts of use of the website and purchase of TYM tokens, the respective user has fully read, understood, and irrevocably accepted these T&C.

If any user does not agree with these T&C in general or any part of it, such user should entirely withhold from using the website and/or purchase TYM tokens.

If you do not agree to all of these T&C, please do not use the website or any information, link or content contained on the website and do not participate in the TYM token sale.

Your transfer of cryptocurrencies during the subscription period, to the company or your access to and use of the website constitute your acceptance of and agreement to abide by each and every rule and provision of these T&C, including our privacy policy.

If the user is using the website on behalf of this organization, such organization accepts these T&C.

Please note that these terms have not yet been approved by any regulator, competent authority or authorized person in general, and specifically not within the meaning of a competent authority according to EU LAW.

Therefore, relying on this document for the purpose of purchasing TYM tokens may expose you to a significant risk of loss of all your assets.

By using the Services, the User agrees to be bound by the T&C in its latest version.

The User is aware that the Company may amend the T&C at any time and at its sole discretion. The continued use of the Services means that the User accepts any new or modified terms.

The amended version will be published on the Website and the terms described therein will come into effect upon publication on the Website.

3. THE TRYVIUM PROJECT

The Company with the Tryvium Project aims to implement a “blockchain based” ecosystem to revolutionize short term property leasing market. Tryvium is a modern platform for booking hotels, apartments, B&B, and other accommodations. The technology incorporates the use of blockchain along with smart contracts systems to deliver real-world solutions to the industry challenges.

The intuitive, user-friendly platform allows the user to easily book their ideal accommodation. Tryvium is decentralized by nature, allowing users to interact directly, with no intermediaries or their associated fees.

By incorporating blockchain technology, Tryvium aims to take decentralization to the next level through the implementation of the Tryvium Token. Users will be able to complete transactions using the TYM Token, thus eliminating the need for in-person transactions.

For any further and more detailed information related to the Tryvium Project, the User shall refer to the latest version of the White Paper published on the Website.

The User understands and accepts that the development and execution of the Tryvium Project is solely and exclusively of the competence of the Company.

The Company shall be entirely free in its way of developing and executing the Tryvium Project, in particular (and among other measures) by engaging any

subcontractors it would deem necessary to perform the entire or partial development and execution of the Tryvium Project.

The scope of the development work will be dependent on, and triggered by, the amount received in cryptocurrency as a result of the TYM Token Sale.

The User understands and agrees that, for the purpose of the development and execution of the Tryvium Project, the Company will receive a sum in cryptocurrency that will cover expenses, charges and other costs that may arise in relation to the Company and/or its subcontractors as part of the development and execution of the Tryvium Project.

The Company will allocate the amount in cryptocurrency received as result of the TYM Token Sale in accordance with the White Paper, but (within this general frame) the Company shall decide at its sole discretion how to allocate the above mentioned amount in order to develop and execute the Tryvium Project at its best.

The User understands and agrees that the Tryvium Project is still at its beginnings and will need to go through substantial developments. As a consequence, it may undergo significant conceptual, technical and commercial changes before release, the identification and implementation of which are fully and entirely of the Company's discretion.

The User is aware of the risk that even if all or parts of the Tryvium Project are successfully developed and released in full or in part, the Tryvium Project could, due to a lack of public interest, be fully or partially abandoned, suspended, remain commercially unsuccessful or be shut down for lack of interest, funds, regulatory reasons or any other reasons. Such reasons, as well

as any of their consequences, shall be assessed and evaluated by the Company itself. The Company shall therefore be fully and entirely free to take any and all measures it would deem necessary or appropriate. The User understands and agrees that the purchase of TYM Tokens carries significant financial, regulatory and/or reputational risks (including the complete loss of value of TYM Tokens).

4. The TYM Token

TYM Tokens, according to the MFSA (the Malta Financial Service Authority) definition, have the nature of utility tokens that the Users can use in relation to the Services and to the Tryvium Project.

The TYM Token is final, non-refundable and unredeemable insofar as the TYM Token does **not** represent a claim on the Company for the return by the Company to the User of the price or value of a TYM Token. As such, the TYM Token does not constitute electronic money for the purposes of the Financial Institutions Act and the E-Money Directive.

TYM Tokens are not cryptocurrencies and may not be used as such in any way. They are also not, and shall not be used in any way as, equity, bonds, securities, derivatives or any other financial instruments, contracts or rights falling within the scope of the Second Schedule of the Investment Services Act.

Any information given or inferred from the above mentioned website is not, and shall not be held as, part of these T&C.

The Tryvium Tokens do not represent or otherwise constitute any of the instruments that are listed in the Second Schedule of the Investment Services Act, including transferable securities, money market instruments, units in a collective investment scheme or derivative instruments or contracts. The Users understand and agree that smart contract technology is still in an early development stage and its application is of an experimental nature. It therefore carries significant operational, technological, financial, regulatory and reputational risks. The Users are fully aware of such risks and accept them as part of your participation in the TYM Token Sale and Tryvium Project.

The User must access and use TYM Tokens using an ERC20- compliant wallet. It is the User's sole responsibility to not lose his TYM Tokens, in particular by losing access to the keys which allow access to the wallet and/or allowing malicious third parties to access the keys and/or the wallet.

The company shall not be held liable for any loss of TYM tokens and/or other damage incurred as a result of the transfer of the TYM Tokens to the user's wallet or loss of key or attack on the wallet.

TYM Tokens are not a means of payment of products or services, except for the ones described in the White Paper. They do not constitute or represent, and must not be held as constituting, cryptocurrencies or any other form of currencies.

The User understands and accepts that the purchase of TYM Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction. Thus, the User understands and accepts that they will have no influence over the governance of the Company.

TYM Tokens can be purchased during the TYM Token Sale directly from the Company.

5. Tryvium token sale offer and acceptance

TYM Tokens are available for purchase to eligible Users only during a specific contribution period (hereinafter referred to as the “Contribution Period”) defined in the White Paper and published on the Website.

The Company’s publication on the Website of an offer to purchase TYM Tokens to eligible Users is considered a legally binding offer of the Company to purchase TYM Tokens (hereinafter referred to as the “Offer”).

The Offer shall be available only on the Website and in the White Paper. Any other offer concerning Tryvium Tokens Sale presented on any other website or internet resource shall be considered null and void and shall not put any obligations upon the Company.

The acceptance of the Offer by an eligible User, confirmed by the participation to the TYM Token Sale, shall be deemed irrevocable and binding.

6. PRICE AND PAYMENT PROCEDURE

The price of TYM Token is published on the Website and in the White Paper.

The Company accepts ETH (Ethereum)and BTC (Bitcoin) as payment for Tryvium Tokens. The list of cryptocurrencies may change during the TYM Token Sale. Any change will be published on the Website and in the White Paper.

To purchase TYM Tokens, the User shall only send cryptocurrencies from their personal wallet, in the amount which is commensurate to the amount of the TYM Tokens the User is willing to receive for such transaction.

The User undertakes to solely control the address and/or the wallet used for the purchase, and shall not act on behalf of any third party, and shall not transfer the control of the mentioned address and/or wallet to any third party.

Users are not entitled to send any funds to purchase TYM Tokens until the TYM Token Sale has officially begun, except for the case of the TYM Token Private Sale that takes place before the general TYM Token Sale and is conducted only among a

limited number of especially eligible contributors as shall be defined by the Company at its sole discretion.

Users are not entitled to send any cryptocurrency to purchase TYM Tokens after the end of the Contribution Period.

The amount of TYM Tokens to be provided to each User shall be specified in eligible User's registered account on the Website upon completion of TYM Tokens purchase and the KYC/AML checks.

The purchased TYM Tokens shall be sent to the User's personal respective wallet via smart contract after the end of the Contribution Period.

In order to receive TYM Tokens, the eligible User must strictly follow any and all requirements and procedures set forth by the Company, as shall be mentioned on the Website and/or in the White Paper or otherwise communicated by the Company to the User.

The Company shall not be held liable for the inability of the User to receive or use TYM Tokens because of User's failure to follow any of the requirements and procedures of the Company or due to any possible misrepresentations of the User.

No refunds or any other type of repayment of contributions of the Users shall be made in such cases by the Company. Contribution is non refundable.

The purchase of TYM Tokens by the User from the Company is final. No refunds and/or cancellations will take place.

The Company shall not store TYM Tokens on a User's behalf. TYM Tokens shall be stored in the User's own wallet. The User is therefore the sole responsible to insure the correct keeping, in full security, of any and all access information relating to his wallet. The Company shall have no responsibility or liability in this context.

The Company does not have any access to any passwords of any User's wallet.

The User shall be solely responsible for any and all managing, use and decision linked to their TYM Tokens.

7. KYC & AML REGULATIONS

Every User must comply with the applicable anti-money laundering regulations, and cooperate for the identification process according to the provisions for the prevention of money laundering and for the KYC checks.

The Company is entitled to use subcontractors to fulfill the KYC obligations and the User agrees to fully cooperate with any sub-contractor for this purpose.

The User shall (without limitation) answer fully and truthfully to any question or information request in relation to any anti-money laundering requirements, by the Company or by any sub-contractor.

The Company maintains a KYC policy to comply with the recordkeeping requirements. The Company aims to reasonably identify each prospective purchaser of TYM Tokens by cross-checking user data against governmental watch lists, including, but not limited to, the specifically designated nationals and blocked persons list maintained by OFAC, as well as third-party identity verification and authentication services. If the User's proposed purchase is flagged through the Company's internal controls, the Company may require additional proof of identification from such User, and it has the right to not permit any purchases until additional and verifiable proof of identity is received and the User has been approved as a prospective participant to the TYM Token Sale.

The Company may, from time to time, implement policies restricting or strengthening verification levels by nationality, country of residence, or any other factor. This may affect the User's right to purchase TYM Tokens or to withdraw TYM Tokens. The User agrees to fully indemnify the Company against any losses associated with an inability to purchase, withdraw, or use TYM Tokens based on the User's verification level.

The Company shall not be held liable for any false or misleading information that the User communicates to the Company or to its subcontractor(s) and the User shall fully indemnify the Company and its directors in the event of any claim, loss or damage (including reputational) in relation to a breach of applicable anti-money laundering regulations.

8. KNOWLEDGE REQUIRED

The User undertaking to purchase TYM Tokens in relation to the TYM Token Sale should ensure that they understand and has significant experience of tokens, cryptocurrencies, blockchain systems and services, and that they fully understand the risks associated with the TYM Token Sale as well as the mechanism related to the use and custody of cryptocurrencies.

The Company shall not be responsible for any loss of TYM Tokens or situations making it impossible to access TYM Tokens, which may result in any actions or omissions of the future User or any person undertaking to purchase TYM Tokens.

9. RISKS

Purchasing and storing TYM Tokens involves various risks, therefore, and prior to purchasing TYM Tokens, any User should carefully consider the risks, costs, and benefits of purchasing TYM Tokens within the TYM Token Sale, and, if necessary, obtain independent advice in this regard. Any interested person who is not in the position to accept nor to understand the risks associated with the activity (including the risks related to the non-development of the Tryvium Project and operations) or any other risks as indicated in the T&C, should not purchase TYM Tokens, at this stage or later.

The User understands the inherent risks associated with the blockchain technology and cryptocurrencies, including, but not limited to, those listed hereinafter:

- Regulatory risks;
- Risks associated with the blockchain;
- Risks associated with abandonment/lack of success;
- Risks associated with a loss of private key;
- Risks associated with your wallet;
- Risks associated with theft/hacks;
- Risks associated with Ethereum mining attacks;
- Risks associated with a lack of consensus;
- Risks associated with depreciation;

- Risks associated with forking;
- Risks associated with liquidity.

10. IMPORTANT DISCLAIMER

The T&C shall not and cannot be considered as an invitation to enter into an investment.

The T&C do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. This document does not constitute an offer or an invitation to sell shares, securities or rights belonging to the Company or any related or associated company. TYM Tokens will be not used as a private means of payment and are not intended to be used as an investment. Any information in the T&C is given for general information purpose only and the Company does not provide with any warranty as to the accuracy and completeness of this information. The Tryvium project is not a speculative purpose. The Company will be an operative entity managing the platform related to the Tryvium Project.

They do not constitute or relate in anyway nor should they be considered as an offering of securities in any jurisdiction.

Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrencies in the world. In that respect, regulatory measures, investigations or actions may affect the Company's business and even limit or prevent it from developing its operations in the future. Any person undertaking to purchase TYM Tokens must be aware that the Company business model and the T&C may change or need to be modified because of new regulatory and compliance requirements from any applicable laws in any jurisdictions. In such case, any person undertaking to purchase TYM Tokens acknowledge and understand that neither the Company nor any of its affiliates shall be held liable for any direct or indirect loss or damages caused by such changes. The Company will do its best to launch its operations and develop the platform related to the Tryvium Project. Any person undertaking to purchase TYM Tokens acknowledges and understands that the Company does not provide any guarantee that it will manage to achieve it. Purchasing TYM Tokens shall not grant any right or influence over the Company's organization and governance to the Users. These tokens will be issued by a technical process referred to as a «Blockchain». This is an open source IT protocol over which the Company has

no rights or liability in terms of its development and operation. The token distribution mechanism will be controlled by a Smart Contract; this involves a computer program that can be executed on the Ethereum network or on another blockchain network that is compatible with the Smart Contract programming language. User acknowledges and understands therefore that The Company (incl. its bodies and employees) assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use the TYM Tokens, except in the case of intentional misconduct or gross negligence.

Employees of The Company are allowed to operate with TYM Tokens at market price if they are not in knowledge of information that may modify the price of the TYM Tokens.

11 INTELLECTUAL PROPERTY RIGHTS

. The Site, Services and related software are owned and operated by The Tryvium company LTD. All rights and intellectual property rights in the Site, the Services and the related software are and will remain Tryvium' s and/or its licensors' property.

With these Terms and Conditions Tryvium grants Users a non-exclusive and non-transferable right to use the Software only for the use of the Services. The User shall have no right to modify, adapt, or convert the Software or create derivative works of the Software, except configure the Software through menus, options and tools provided for such purposes and contained in the Services. Except when permitted by the law, it is prohibited any activity of reverse engineering and any extrapolation of the source code of the Software. If You want to exercise rights of reverse engineering in order to ensure interoperability in accordance with applicable law, the User will inform Tryvium in writing and allow Tryvium, at its discretion, to make an offer to provide the information and the support for a price that will be mutually agreed between the parties.

The name “Tryvium”, the domain name Tryvium.io, trademarks, logos and other distinguishing marks used in connection with the Services are exclusive property of The Tryvium company limited or its licensors. The Tryvium team allows the User to use such marks, logos and other distinguishing marks that include the word “Tryvium” to refer exclusively to the use of the Services in accordance with these Terms and Conditions hereby. Any use of the name “Tryvium” of related marks, logos and other distinguishing different and additional to that provided in this clause shall be expressly authorized in writing by The Tryvium company LTD.

Users are the only holders of any data, material, information provided to Tryvium in connection with the use of the Services. Users are responsible of any content provided to Tryvium and any activity related to his/her own account.

12. RESTRICTIONS

Users cannot purchase TYM Tokens if there are applicable legal restrictions in their Country of residence and/or origin. It is the responsibility of each User to seek legal advice in their jurisdiction to identify any such legal restrictions.

Users understand and fully agree that the Company, at its sole discretion and by any means, is entitled to ban or otherwise restrict participation in the TYM Tokens Sale if a User does not meet any of the eligibility requirements set forth by the Company in the T&C for the purpose of TYM Tokens Sale or on other grounds.

Users understand and fully agree that certain jurisdictions restrict (or may restrict in the future) their residents or citizens from participation in any token sales, the use of cryptocurrencies, or use of any cryptocurrency exchanges for various reasons. The Company does not bear any liability for any possible current or future impossibility to purchase and/or use TYM Tokens because of the aforementioned or any other possible restrictions.

The Website, the White Paper and/or Tryvium Tokens are intended for sale to Users only in those jurisdictions and to those persons where and to whom they lawfully may be offered for sale under respective applicable regulations.

The TYM token sale is not being made directly or indirectly in, nor is it intended to extend to, a country or jurisdiction where such sale would be considered unlawful or in which it would otherwise breach any applicable law or regulation or which require the company to amend any term or condition of the offer in any way or which would require the company to make any filing with, or take any additional action with regards to, any governmental, regulatory or legal authority.

Specific restrictions to the TYM Token Sale are listed and detailed in the White Paper.

Such restrictions are however not deemed to be exhaustive and any other kind of limitations, restrictions or bans are explicitly reserved by the Company.

13. REPRESENTATION AND WARRANTIES

By participating in the TYM Token Sale, Users agrees to the T&C and in particular, they represent and warrant that they:

- 1) have read and understood the content of these T&C;
- 2) are authorized and have full power to purchase TYM Tokens according to the laws that apply in their jurisdiction of domicile;
- 3) are not a U.S. citizen, resident or entity (a “U.S. Person”) nor are they purchasing TYM Tokens or signing on behalf of a U.S. Person;
- 4) are not a Chinese resident nor are they purchasing TYM Tokens or signing on behalf of a Chinese resident;
- 5) Are not a a Singapore resident nor are they purchasing TYM tokens or signing on behalf of a Singapore resident
- 6) have provided true and accurate information within any KYC procedure linked to the TYM Token Sale;
- 7) do not act on behalf of any third party which has not been disclosed in the KYC procedure;
- 8) are familiar with all related regulations in the specific jurisdiction in which they are based and that purchasing cryptographic tokens in that jurisdiction is not prohibited, restricted or subject to additional conditions of any kind;
- 9) are not acting for the purpose of speculative investment;
- 10) live in a jurisdiction which allows the Company to sell the TYM Tokens through the TYM Token Sale without requiring any local authorization;
- 11) will not use the TYM Token Sale for any illegal activity, including but not limited to money laundering and the financing of terrorism;
- 12) are solely responsible for determining whether the acquisition of TYM Tokens is appropriate for them;
- 13) are purchasing TYM Tokens exclusively for use of the Company Services related to the Tryvium Project;
- 14) understand the risks associated with the TYM Token Sale (incl. the risks related to the non-development of the Company network and operations)
- 15) understand the use of tokens, cryptocurrencies and its associated risks;
- 16) does not live in a jurisdiction which is qualifying token issued through a crowd sale as securities;

17) acknowledge and accept that the TYM Tokens Sale is taking place within a Maltese legal environment.

18) acknowledge and agree that the TYM Token Sale is not a collective investment scheme or a sale of derivatives whatsoever;

19) acknowledge that the T&C do not represent a prospectus for the issuance of bonds, securities or other investment instruments.

14. TAXATION

Users bear the sole responsibility to determine if their participation to the TYM Token Sale for the development of the Tryvium Project, the transfer of cryptocurrencies to the Company, the purchase, acceptance, ownership or use of TYM Tokens, the potential appreciation or depreciation in the value of TYM Tokens over time (if any), or the allocation of TYM Tokens and/or any other action or transaction related to the Tryvium Project has tax implications.

By purchasing, holding, or using TYM Tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for acknowledge and agree that neither the T&C, nor any of the TYM Tokens, have been or will be registered or filed under the securities laws or regulations of any jurisdiction or approved, recommended or disapproved by any securities or other regulatory authority nor has any such authority confirmed the accuracy or determined the adequacy of the T&C.

It is the Users sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation of TYM Tokens.

The Users bear the sole responsibility to determine such implications and act in accordance with the law that applies to them.

15. GENERAL CLAUSES

Governing Law and Jurisdiction. These Terms and Conditions are governed by Maltese law and shall be interpreted in accordance with the laws of Malta, with the exclusion of the rules of private international law that may apply. Any dispute arising from the interpretation, validity or enforcement of these Terms and Conditions or

arising between The Tryvium company LTD and Users, will be subject to the exclusive jurisdiction and binding of the Courts of Malta.

Users classified as Consumers have the right to promote alternative dispute resolution concerning the ratio of consumption where provided by applicable laws.

Additions and changes. These Terms and Conditions constitute the entire agreement between the parties and replace all prior or contemporary conditions, statement or representation, whether oral or written, concerning the matter.

The Tryvium Company LTD expressly reserves the right to amend or add to these Terms and Conditions, and any changes or additions to the same will be published on the site. Users will be bound by such modifications or additions after their publication on the Site, except the right to terminate the contract with Tryvium with notice of thirty (30) days to be sent by certified mail to the following address: The Tryvium Company Ltd C3006 Balluta Terrace-ST.Julian s Ramp-ST Julian,Malta In absence of such notification, the changes to these Terms and Conditions shall be considered valid and accepted.

Conservation. If any provision of these Terms and Conditions is declared unlawful, void, or unenforceable, that provision shall be modified to make it effective or otherwise eliminated, and shall not affect the validity of any remaining provisions.

This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

In the event of any discrepancy, the English version shall prevail in determining the spirit, intent, and meaning of this T&C Agreement.

San Julian, Malta September 16, 2018

Tryvium Privacy Policy

Introduction-

The Tryvium Company Limited (hereinafter Tryvium) is committed to protecting you and your dependents personal information. We are committed to providing a safe environment for all our customers, employees, casual and freelance workers and everybody who comes into contact with us, both physically and virtually. The privacy statement relates to the use of any personal information provided to us online or via application forms, telephone, email, letters and/or correspondence.

Whenever you provide such information, we are legally obliged to use your information in line with current legislation concerning the protection of personal information.

DATA PROTECTION PRINCIPLES

The legislation sets out various data protection principles. These include that personal information is:

- Used fairly and lawfully
- Used for limited, specifically stated purposes
- Not transferred outside the European economic area without adequate protection
- Kept safe and secure
- Kept for no longer than is absolutely necessary
- Accurate
- Used in a way that is adequate, relevant and not excessive.
-

What information does Tryvium have about me?

The legislation requires that there is a clear legal basis for processing personal information. In general Tryvium relies on the individual's consent in order to process their data.

When you participate in or sign up to any Tryvium activity, we may collect and store personal information about you. This can consist of information such as your name, surname, email address, postal address, mobile number and date of birth, depending on how you are engaging with us. By submitting your details, you enable us to provide you with the products or services that you have selected.

By providing us with your personal information, you also consent for us to collect, hold, use and disclose your personal information in accordance with this Privacy Policy. In addition to providing the foregoing information, if you choose to correspond further with us through e-mail or through the "contact" section of our Website, we may retain, use and disclose the content of your messages together with your e-mail address and our responses.

. We do not sell your data, and neither do we buy data from third parties.

How Tryvium Uses Cookies and Similar Technologies

A cookie is a text file stored by a web server on a computer or mobile device, and the content of a cookie can be retrieved and read only by the server that created the cookie. Cookies are unique to the browser or mobile application you are using. The text in a cookie often consists of identifiers, site names, and some numbers and characters.

Sometimes, Tryvium stores cookies on computers or mobile devices for the purpose of improving user experience, including the following scenarios:

(A) Technical cookies: Login and verification. When you use the Tryvium platform to log in to a website, the “session-based” cookies ensure that your visit to this site functions as smoothly as possible. .

(B) Personalisation cookies: Storage of your preferences and settings. The website can use cookies to save settings, such as the language setting and font size on your computer or mobile device and other browser preferences.

(C) Statistical cookies. With cookies, Tryvium can collect information about your use of our websites and other applications, either for a single visit (using a session cookie) or for repeated visits (using a persistent cookie).

You can manage or delete cookies at your own preference.. You can clear all the cookies stored on your computer, and most current web browsers provide the option of blocking cookies. However, blocking cookies will require you to change your user settings every time you visit our website.

How will you use my personal information?

Tryvium collects and uses information which you provide to us. When you make a Trip Reservation, you are (as a minimum) asked for your name and email address. Depending on the Trip Reservation, we may also ask for your home address, telephone number, payment information, date of birth, the names of any guests travelling. Guests can also be asked to provide a review to help ensure future guests get exactly what they’re looking for. We will collect information from you included in your reviews, including your display name and avatar

There are also other instances where you’ll provide us with information. For example, if you’re browsing with your mobile device, you can decide to enable Tryvium to see your current

location You can decide to participate in referral programs, and doing this will also mean providing us with personal data. In addition to that, you can provide us with feedback or ask for help with using the Tryvium travel services.

Personal data we collect automatically.

Even if you don't end up making a Trip Reservation, when you visit our platform or apps we automatically collect certain information. This includes your IP address, the date and time you accessed our services, the hardware, software or internet browser you use and information about your computer's operating system, like application versions and your language settings. We also collect information about clicks and which pages have been shown to you.

If you are using a mobile device, we collect data that identifies your mobile device, When you make a Reservation, our system registers through which means and from which websites you have made your reservation or entered the Tryvium websites and/or apps.

Transmission and storage of your personal data

Unfortunately, the transmission of information via the internet is not completely secure. Although we use best practice to ensure your data is encrypted to the standard required in the GDPR to protect your personal data, we cannot guarantee the security of your data as it is transmitted and stored.

We use secure technologies to help protect your personal information from unauthorised access,use or disclosure.We store personal information you provide on computer system which have carefully controlled access and which are located in secure facilities.

The secure measures described above ensure that all reasonable steps are taken to protect your personal information.However, the nature of the internet means that an absolute guarantee of security cannot be offered and, as with all internet transactions,you should be aware that there may be a small security risk when disclosing information online.

Legal obligation

We may disclose your information to governmental agencies or entities, regulatory authorities, or other persons in line with any applicable law, regulations, court order or official request.

TRYVIUM GDPR POLICY

GENERAL DATA PROTECTION REGULATION POLICY STATEMENT

GDPR stands for General Data Protection Regulation and replaces the previous Data Protection Directives that were in place. It was approved by the EU Parliament in 2016 and comes into effect on 25th May 2018.

GDPR states that personal data should be 'processed fairly & lawfully' and 'collected for specified, explicit and legitimate purposes' and that individuals data is not processed without their knowledge and are only processed with their 'explicit' consent. GDPR covers personal data relating to individuals.

Tryvium is committed to protecting the rights and freedoms of individuals with respect to the processing of users and staff personal data.

The Data Protection Act gives individuals the right to know what information is held about them. It provides a framework to ensure that personal information is handled properly.

Where we store your personal data

We primarily store and process your personal data in the EU/European Economic Area ("**EEA**").

If we do transfer your personal data outside the EEA it will be because you have consented or because we have a legal reason to do so.

Some examples of reasons your data may be processed outside of the EEA include:

- Order fulfilment
- Technical support services.

If your personal data cannot be processed within the EEA, we will:

- Comply with all other data protection principles
- Where possible, be to a country that is on the list of the EU Commissions' countries that provide adequate protections for the rights and freedoms of data subjects
- If the transfer is to the United States of America, we will use reasonable endeavours to make sure they participate in the Privacy Shield program
- Make sure we have assessed the adequacy of protections in all other cases.

Access to your stored personal data via password

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

How long will you keep my personal information?

Tryvium will not retain your personal information for longer than required.

We will keep your personal information:

- For as long as required by law
- Until we no longer have a valid reason for keeping it
- Until you request us to stop using it.

We may keep just enough of your personal information to ensure that we comply with your requests not to use your personal information or comply with your right to erasure. For example, we must keep your request to be erased even if it includes your personal data until such time as you are no longer our customer.

If you have questions about our Data Retention Policy, please contact.

support@tryvium.io

What if I chose not to give you my personal information?

If the personal information is necessary in order to supply goods or services to you under a contract between you and Tryvium, then we will not enter into that contract or provide the services or goods if you do not give us your personal information.

Your Rights

Tryvium will respect your legal rights to your data.

Below are the rights that you have under law, and what Tryvium does to protect those rights:

<u>Legal right</u>	<u>What tryvium does to protect your rights</u>
The right to be informed	Tryvium is publishing this Privacy Notice to keep you informed as to what we do with your personal information. We strive to be transparent about how we use your data.
The right to access	You have the right to access your information. Please contact Tryvium Data Protection Officer at support@tryvium.io if you wish to access the personal information tryvium holds about you.
The right to rectification	If the information Tryvium holds about you is inaccurate or not complete, you have the right to ask us to rectify it. If that data has been passed to a third party with your consent or for legal reasons, then we must also ask them to rectify the data. Please contact our Data Protection Officer if you need us to rectify your information: support@tryvium.io
The right to erasure	This is sometimes called 'the right to be forgotten'. If you want Tryvium to erase all your personal data and we do not have a legal reason to continue to process and hold it, please contact our Data Protection Officer: support@tryvium.io
The right to restrict processing	You have the right to ask Tryvium to restrict how we process your data. This means We are permitted to store the data but not further process it. We keep just enough data to make sure we respect your request in the future. If you want Us to restrict processing of your data, please contact our Data Protection Office: support@tryvium.io
The right to data portability	Tryvium must allow you to obtain and reuse your personal data for your own purposes across services in a safe and secure way without this affecting the usability of your data. Please contact our Data Protection Officer if you want information how to port your data elsewhere: support@tryvium.io . This right only applies to personal data that you have provided to Us as the Data Controller. The data must be held by us by consent or for the performance of a contract.
The right to object	You have the right to object to Tryvium processing your data even if it is based on Our legitimate interests, the exercise of official authority, direct marketing (including data aggregation), and processing for the purposeless of statistics. If you wish to object please contact our Data Protection Officer: support@tryvium.io
The right to withdraw consent	If you have given Us your consent to process your data but change your mind later, you have the right to withdraw your consent at any time, and Tryvium must stop processing your data. If you want to withdraw your consent, please contact our Data Protection Officer: support@tryvium.io

Changes to Our Privacy Notice

Tryvium may change this notice from time to time in the future. Any such changes will be posted here and, where appropriate, notified to you in writing. We advise you to check back frequently to see any updates or changes.