

Terms of Service

Welcome and thank you for your interest in the Blockchain Property Gate website (the “Website”), which is owned and operated by Blockchain Property Gate Inc. (“Blockchain Property Gate,” “We,” “Us,” “Our,” or “Company”). By accessing or using the Website at www.blockchain-property-gate.com, including any subdomain thereof (the “Site”), you (the “User”) signify that you have read, understand and agree to be bound by these terms of service (“Terms of Service”), regardless of whether you are a registered member of the Site.

Blockchain Property Gate is at the forefront of democratizing real estate investing through the power of blockchain technology. As we stand on the cusp of a technological revolution, our mission is to provide a transparent, efficient, and secure platform for real estate investments by leveraging the unparalleled potential of blockchain. These Terms of Service govern your access and use of the Site, which includes any images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, data, tools, products, written materials, services and other content (together, “Content”), services and/or products provided through the Site (collectively, the “Service”).

About the Terms of Service

Please carefully review these Terms of Service prior to using the services provided on our platform. If you breach any of these Terms of Service (which also incorporate, by reference, Blockchain Property Gate’s Privacy Policy) or contravene any other agreement established between you and us, Blockchain Property Gate reserves the right to terminate your membership, erase your profile, and remove any content or information you’ve shared on our platform. Furthermore, we may restrict or deny your access to our services or platform (or any specific feature or section thereof) at our sole discretion, with or without prior notice.

Should there be any discrepancy between these Terms of Service and another agreement you’ve entered into relevant to particular facets of our services, the latter agreement will precede those specific service aspects.

Updates and Changes to the Terms of Service

Blockchain Property Gate reserves the right to update these Terms of Service periodically. Your engagement with our platform is conditioned upon your unaltered

acceptance of all terms and conditions mentioned herein and all other operational rules, policies (including, but not limited to, Blockchain Property Gate's Privacy Policy). This also encompasses any future modifications that might be introduced and published occasionally without specific notice or liability. Moreover, any supplementary terms and conditions agreed upon in relation to specific features, applications, products, or services provided by our platform or Service will also be applicable.

Eligibility

Blockchain Property Gate places paramount importance on the privacy of its users. We urge you to familiarize yourself with Blockchain Property Gate's Privacy Policy, which is seamlessly integrated into these Terms of Service. This policy provides detailed insights into how we handle, use, and disclose your personal information.

OUR SERVICES ARE EXTENDED EXCLUSIVELY TO USERS WHO HAVE REACHED THE LEGAL AGE OF MAJORITY IN THEIR RESPECTIVE JURISDICTIONS. BY ENGAGING WITH OUR SERVICES, YOU ATTEST THAT YOU POSSESS THE LEGAL CAPACITY TO ENTER INTO CONTRACTS WITHIN YOUR CURRENT JURISDICTION.

Securities

Our platform presents information regarding potential investment opportunities offered through private placements, including but not limited to preferred shares in the Blockchain Property Gate entity. As per U.S. securities laws, these Interests qualify as securities and will be symbolized by digital assets termed "Digital Security" or "Digital Securities." These digital assets are designed based on the Ethereum blockchain's smart contract technology, adhering to the modified ERC-1400 standard to ensure compliance with transfer restrictions and other U.S. securities regulations.

The Digital Securities available on our platform have not undergone registration under the Securities Act of 1933 (as amended) and are presented in reliance upon exemptions provided by Section 4(a)(2) of the Securities Act, Rule 506 of Regulation D, and/or Regulation S. It's essential to recognize that securities sold through private placements are restricted, not traded publicly, and hence, possess illiquidity.

It's noteworthy that neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory body has granted approval, passed judgment, or endorsed the merits of the securities offerings presented on our platform.

Engaging in private placements demands a high-risk tolerance, low liquidity necessities, and long-term engagement. It's crucial to understand that these investment products are not safeguarded by FDIC, can depreciate in value, and come without a bank guarantee. The Digital Securities on offer carry a speculative nature, entail significant risks, and are suitable for individuals capable of shouldering the potential loss of their entire investment. While we are dedicated to our business objectives, there's no guarantee that Blockchain Property Gate's goals will be realized or that a secondary market will emerge for these Interests, whether through our platform, third-party registered broker-dealers, or other avenues.

Not Financial Advice

Investment overviews presented on our platform offer concise summaries of the objectives and key business terms associated with the investment opportunities. These overviews are for informational purposes only and are not exhaustive. Each summary should be understood in the context of the comprehensive details in the investor document package for the specific investment opportunity.

By participating in an offering on our platform, you acknowledge and accept that each digital security offering has unique terms, conditions, and inherent risks. You are responsible for carefully reviewing all terms, conditions, risk factors, and offering documents and independently determining whether you agree with them.

Blockchain Property Gate curates all content on our platform without specific consideration to any user's individual investment needs or financial circumstances. Prospective investors are strongly advised to consult with qualified tax, legal, and financial professionals before making any investment decisions.

YOU ACKNOWLEDGE THAT YOUR INVESTMENT DECISIONS ARE YOUR OWN AND ARE NOT MADE IN RELIANCE ON Blockchain Property Gate OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, AGENTS, OR EMPLOYEES. IT IS ALWAYS PRUDENT TO SEEK ADVICE FROM A QUALIFIED PROFESSIONAL WHEN MAKING INVESTMENT DECISIONS.

Blockchain Property Gate DOES NOT ENDORSE ANY SPECIFIC INVESTMENTS AND ASSUMES NO RESPONSIBILITY FOR ANY TRANSACTIONS YOU ENGAGE IN WITH OTHER USERS. YOU HEREBY AGREE THAT Blockchain Property Gate AND ITS ASSOCIATED ENTITIES, OFFICERS, DIRECTORS, PARTNERS, AGENTS, OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED AS A RESULT OF YOUR INTERACTIONS WITH OTHER USERS.

Copyright and Trademark Notice

You are permitted to download or copy Content from our platform only if such actions are explicitly authorized in writing. Any downloaded materials do not confer any rights, title, or interest to you. You are strictly prohibited from reproducing (beyond the stipulated allowances), publishing, transmitting, distributing, displaying, modifying, creating derivative works, selling, or exploiting any part or whole of the Content, the platform, or any associated software without our express written permission.

Unless indicated otherwise, all Content on our platform is protected as copyrights, trademarks, trade dress, and/or other intellectual properties owned or controlled by Blockchain Property Gate, or by third parties who have authorized Blockchain Property Gate to use their materials. These materials are safeguarded by U.S. and international copyright laws. The aggregation of all Content on our platform is the sole property of Blockchain Property Gate, and it, too, is shielded by U.S. and international copyright legislation.

Violating our Terms of Service includes directly reaching out to sponsoring real estate operating companies or borrowers or attempting to forge any deals with such entities outside the scope of our services.

Authorized User

You can access and browse our platform without registering for an account. However, to unlock specific features, such as viewing securities offerings or content, you must register and create an Account.

By using our platform and services, and creating an Account, you agree to:

- Provide accurate, up-to-date, and complete information on the registration forms (“Registration Data”).
- Keep your password and login information confidential.
- Regularly update your Registration Data and other information provided to Blockchain Property Gate to ensure that it is accurate and current.
- Assume the risk of unauthorized access to your Registration Data and other information shared with Blockchain Property Gate.
- Comply with these Terms of Service and our Privacy Policy.

Upon creating an Account, you represent and warrant that all Registration Data you provide is true and accurate. You may not misuse or access another user's account. You are solely responsible for all activity on your Account. Sharing your services with another person or granting them access through your Account breaches these Terms of Service and may be considered fraudulent. We reserve all rights and remedies against such conduct. You may not allow any other entity, except your authorized agents, to access or use our platform or services through your Account.

While you are not legally required to provide personal information, failing to provide Registration Data or other requested personal information will limit your ability to use certain features. Blockchain Property Gate will handle your personal data in accordance with our Privacy Policy. By agreeing to these Terms of Service, you confirm that you have read and understood the Privacy Policy and agree to its terms.

You may view personal information (including credit data) shared by other users, but you must keep such information confidential. You may not disclose or use this information for any purpose other than evaluating the creditworthiness of other users.

Digital Asset Wallet

Before purchasing with Blockchain Property Gate via our Service, you'll be asked to provide details related to your digital currency or digital asset wallet (Wallet). If you don't currently have a Wallet, you have several options:

- Purchase a cold storage Wallet;
- Establish an account with a wallet provider of your choosing ("Wallet Provider");
- Utilize a custodial wallet provided by Blockchain Property Gate

If you opt for a third-party Wallet, your engagement with that Wallet will be governed by the terms set by the respective Wallet Provider. By employing a custodial wallet, you acknowledge your exclusive ownership and management of said wallet. All funds within a custodial wallet are unequivocally yours, and you consistently maintain control over the wallet. It's crucial to understand that Blockchain Property Gate isn't a licensed custodial service and assumes no responsibility for the contents of the custodial wallet. We will never use funds in custodial wallets unless explicitly directed by you. Users can assume complete control of their custodial wallet at any time, thereby self-custodying the wallet and its contents.

Using an internet-based blockchain protocol, like the Digital Securities we might craft for you via a customized ERC-1400 standard, comes with its set of challenges. These

include potential risks linked to hardware, software, internet connections, malicious software threats, and unauthorized third-party access to your account data or assets in your Wallet. You recognize and agree that Blockchain Property Gate won't be accountable for any communication hindrances, disruptions, errors, distortions, delays, or third-party fraudulent activities arising from factors beyond our control.

BLOCKCHAIN PROPERTY GATE ASSUMES NO LIABILITY FOR ANY LOSS YOU MIGHT INCUR AND EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY DAMAGES STEMMING FROM DECISIONS OR ACTIONS YOU TAKE BASED ON-SITE CONTENT OR INFORMATION ON OFFERINGS OR THROUGH THE USE OF DIGITAL CURRENCY OR DIGITAL SECURITIES. THIS INCLUDES, BUT ISN'T LIMITED TO, LOSSES OR DAMAGES ARISING FROM: (A) USER MISHAPS LIKE FORGOTTEN PASSWORDS, ERRONEOUS TRANSACTIONS, MISCUED DIGITAL CURRENCY WALLET ADDRESSES, OR MISTYPED ADDRESSES; (B) SERVER FAILURES OR DATA LOSSES; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED SITE OR SERVICE ACCESS; (E) ANY MALICIOUS ACTIVITIES BY THIRD PARTIES, INCLUDING VIRUSES, PHISHING, BRUTE FORCE ATTACKS, OR OTHER CYBER THREATS TARGETING Blockchain Property Gate OR ITS ASSOCIATED SERVICES.

Personal Data & Identity Verification

When registering for your Account, or whenever Blockchain Property Gate deems it necessary, you agree to furnish the information we solicit to verify your identity, ensure smooth usage of the Site or Services, and detect instances of money laundering, terrorist financing, fraud, or other financial misconduct. We might request various personal details, such as your name, address, phone number, email, birth date, taxpayer ID, government-issued identification, bank account specifics, and special categories of personal data under certain circumstances (where the law permits), like biometric information. You grant us permission to access, process, and retain the provided personal information to effectively deliver our Services. This consent operates independently of any rights or duties we or you possess under data protection and privacy laws. If you wish, you can withdraw this consent by closing your account with us. Nevertheless, we might continue processing your personal details to comply with legal or regulatory obligations.

By sharing this information or any other necessary data, you vouch for its accuracy and authenticity and commit to informing us of any changes to the details you've provided.

You empower Blockchain Property Gate to undertake any inquiries, directly or via third parties, deemed essential to authenticate your identity or safeguard against potential financial crimes. Any personal information you share might be disclosed to credit and fraud prevention agencies during these checks. Your acknowledgment implies understanding that these agencies might fully respond to our verifications. This procedure solely pertains to identity verification and shouldn't negatively impact your credit score. Blockchain Property Gate reserves the continuous right to observe, evaluate, retain, or disclose any data as mandated by laws, regulations, sanctions, legal procedures, or governmental requests. Furthermore, you authorize your wireless carrier to share information about your account and wireless device with Blockchain Property Gate or its service provider, as long as you maintain an Account, exclusively to assist with identity verification and fraud prevention.

User Content

Our Service allows you and other users to submit, post, share, and exchange content. You are solely responsible for any content you choose to share, including photos, profiles, messages, notes, text, music, videos, contact information, advertisements, or other types of content. This content you upload, display, provide, or post through our Service or on our platform, or share with other users is called "User Content."

By using our Service, you agree that Blockchain Property Gate may make your User Content available to other users whom you identify under these Terms of Service.

Please understand that Blockchain Property Gate has the right to retain and disclose User Content when required by law or when we believe in good faith that such retention or disclosure is reasonably necessary to:

- Comply with legal processes, laws, or government requests;
- Enforce these Terms of Service;
- Investigate claims that any content violates the rights of third parties; or
- Protect the rights, property, or personal safety of Blockchain Property Gate, its users, and the general public.

Please also understand that the technical processes and transmissions involved in operating our Service, including your content, may:

- Be transmitted over various networks; and
- Be subject to modifications to the technical requirements of connecting networks or devices.

By using our Service, you agree that Blockchain Property Gate may monitor your activity and that User Content may be stored and processed anywhere in the world.

Prohibited Conduct (Including Non-Circumvention Restriction)

By accessing our platform, you acknowledge that Blockchain Property Gate has dedicated substantial time and resources to cultivate its relationships with sponsoring real estate operating companies and borrowers. In recognition of this effort, you commit that, for a duration extending up to two (2) years after any account termination, you will refrain from soliciting, initiating, encouraging, or entering into any discussions or negotiations with any sponsoring real estate operating company or other third parties introduced to you by Blockchain Property Gate, or any entities or projects you come to know of through our introduction unless you have explicit written consent from Blockchain Property Gate or the concerned party. This clause will remain effective even after these Terms of Service are terminated.

Communications

Blockchain Property Gate may email you regarding matters related to your Account, User Content, transactions, and other operational aspects. Additionally, we may send you promotional emails highlighting our services and products and those from our partners. If you wish to unsubscribe from promotional content, you can follow the instructions in the promotional email.

By providing us with a phone number, you confirm that it's your personal number and give your consent to receive calls and texts on this number, including those that might be prerecorded or made using an automatic dialing system (automated calls). Such calls could pertain to operational matters, security alerts, or endeavors to prevent or investigate fraudulent activities. You also agree to receive promotional calls and texts on this number. Should there be any change in your phone number, it's essential to notify Blockchain Property Gate promptly.

If you wish to opt out of specific call or text categories, you can adjust your preferences in your Account, reply with "STOP" to a text, or send an email to info@blockchain-property-gate.com (replace with an appropriate email address). Please note that opting out of some communications might affect certain Service functionalities. Even after opting out, there might be instances where you receive calls or texts as legally permitted. A brief transition period might occur where you still get

communications as we process your opt-out request, including confirmation of your decision.

You acknowledge that Blockchain Property Gate might record and monitor calls and other electronic interactions with you for reasons including customer service and regulatory compliance. We might also share your number with third-party service providers in relation to the aforementioned purposes, encompassing debt collectors, as described in our Privacy Policy. Please be aware that standard message, call, and data rates could apply, especially for mobile communication.

Confidential Information

Our platform stores proprietary information (“Confidential Information”) related to the investments featured. This Confidential Information includes both technical and non-technical data. By accessing our platform, you agree to maintain the confidentiality of this information and use it only for its intended purpose. Unless expressly authorized in writing by Blockchain Property Gate you agree not to modify, reverse engineer, disassemble, or derive works from this Confidential Information. However, these restrictions do not apply to information that:

- Was publicly available at the time of disclosure;
- Became public after disclosure without violating this agreement;
- Was lawfully received from a third party without such restrictions;
- Was known to you prior to its disclosure on our platform without these limitations;
- Was independently developed by you without breaching this agreement;
- Was broadly disclosed to third parties by Blockchain Property Gate without such restrictions or
- Is required to be disclosed by law.

Prohibited Activities

In your use of our platform and services, you agree to act lawfully and ethically in accordance with these Terms of Service and all applicable laws and regulations. Prohibited activities include:

- Damaging or misusing the Service, or interfering with others’ enjoyment of it;
- Attempting to access the platform, Service, or related systems without authorization;
- Creating user accounts fraudulently;
- Misusing data from the platform, including third-party data;

- Transmitting malicious software or content;
- Violating others' legal rights, including privacy;
- Posting illegal, defamatory, or infringing content;
- Engaging in spam or unsolicited promotions;
- Using software to access the platform without authorization;
- Unlawfully downloading files;
- Misrepresenting your identity or affiliations;
- Removing proprietary rights notices from the Service;
- Using automated systems, such as robots, to interact with the Service;
- Falsely suggesting that content is endorsed by Blockchain Property Gate;
- Engaging in illegal activities or unauthorized purposes, especially those that violate securities laws;
- Promoting harmful activities;
- Sharing investment details from the Service without permission; or
- Using the Service for non-personal commercial activities, such as unauthorized solicitations, product promotions, or investment advice.

Third-Party Sites

Our platform may host links directing to external websites operated by third parties ("Third-Party Websites"). These are included for user convenience, and their presence doesn't suggest any association, sponsorship, or endorsement by Blockchain Property Gate. We don't vouch for the authenticity or accuracy of information, products, or services available on these Third-Party Websites.

Blockchain Property Gate holds no responsibility for the content presented on these Third-Party Websites or for any difficulties you might encounter while accessing them. You acknowledge that any interactions with or reliance on these Third-Party Websites are at your own risk. Any damages or losses incurred due to such interactions are not the responsibility of Blockchain Property Gate.

By using our platform, YOU AGREE that your engagement with these Third-Party Websites is solely based on your discretion and judgment. Your interactions with these websites are subject to their individual Terms of Use and Privacy Policies. We strongly advise you to familiarize yourself with these terms and policies when accessing any Third-Party Website via our platform.

Limitation of Liability

Under no circumstances shall Blockchain Property Gate, its directors, members, employees, or agents be held responsible for any direct, special, indirect, or consequential damages, or any other damages of any sort, encompassing but not restricted to loss of benefits, loss of use, or loss of data, whether stemming from a contract, tort action (including negligence), or any other cause, linked to the use or the inability to use our platform, the services, the content, or the materials accessed through our platform. This extends to damages that may arise from relying on any information procured from Blockchain Property Gate, including damages resulting from errors, omissions, interruptions, file or email deletions, defects, viruses, operational or transmission delays, or any performance failures, whether they result from natural acts, communication disruptions, theft, destruction, or unauthorized access to Blockchain Property Gate's records, programs, or services. The total liability of Blockchain Property Gate, regardless of the circumstance or theory (be it contract, warranty, tort, negligence, product liability, strict liability, or any other premise), should not exceed any fees you might have paid to Blockchain Property Gate for accessing or utilizing the platform.

Governing Law and Arbitration

By visiting or using the Site and/or the Service, you agree that the laws of the State of Wyoming, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Service.

Unless otherwise agreed in writing by you and us, any dispute arising out of or relating to the Terms of Service, or any breach thereof, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and final judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The arbitration will be conducted in English before a single arbitrator in Wyoming. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. Notwithstanding the foregoing, either Blockchain Property Gate or you may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

Indemnification

You agree to defend, indemnify, and shield Blockchain Property Gate along with its directors, officers, employees, and agents, from any claim, demand, loss, damage, liability, or expense, including legal fees and associated costs. This encompasses those that may arise directly or indirectly from your engagement with our platform or services.

Blockchain Property Gate holds the right to take on, at its own cost, the sole direction and management of any such claim or action and all discussions for resolution or compromise. In this context, you pledge to offer full support to Blockchain Property Gate in the management of any claim, action, or in negotiation proceedings as directed by Blockchain Property Gate.

Notice

All legal notifications directed to you will be dispatched to the email address you shared with Blockchain Property Gate during the account registration process or posted on our Website. Notifications are considered delivered 24 hours after an email is sent, unless we are alerted that the provided email address is invalid. Using our platform, you concur that every electronic notice or communication that Blockchain Property Gate delivers to you (via email or through postings on our Website) meets any legal stipulation requiring such notices or communications to be written. Unless specified otherwise, any legal notices intended for Blockchain Property Gate should be forwarded to info@blockchain-property-gate.com.

Force Majeure

Neither Blockchain Property Gate nor the user shall be held accountable for failing to fulfill their obligations under this Agreement due to unforeseen circumstances beyond their control. Such circumstances include, but are not limited to, industrial actions, civil disturbances, epidemics, wars, governmental actions, fires, floods, natural disasters, Acts of God, or equipment inadequacies.

Severability

If any term in this Agreement is deemed invalid or unenforceable, it will be adjusted to the necessary extent to render it valid and enforceable while maintaining its original intent. If a term remains unenforceable in any jurisdiction, it will be enforced to the maximum extent permissible, and this will not affect the enforceability of the remaining terms or the same term in another jurisdiction. You also agree to replace such unenforceable terms with valid terms that achieve the intended purpose.

Termination

Blockchain Property Gate retains the right to end this Agreement and your access to its services without prior notice. Upon termination, any material or content associated with

Blockchain Property Gate or user data may be deleted and not retrievable. Blockchain Property Gate isn't obligated to keep any such data or to forward it to you or any third party. You acknowledge that barring any provisions highlighted in this Agreement, Blockchain Property Gate will not be held responsible for any such termination.

Disclaimers

YOUR ACCESS AND USE OF THE SERVICES ARE ENTIRELY AT YOUR OWN RISK. SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". Blockchain Property Gate EXPRESSLY EXCLUDES ALL GUARANTEES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A SPECIFIC USE, OWNERSHIP, AND NON-VIOLATION.

The site or services might be unavailable due to maintenance or other factors. Blockchain Property Gate does not accept responsibility for any issues, including data loss or miscommunication, unauthorized access or alterations, or technical malfunctions. Blockchain Property Gate will not be liable for any losses or damages, including but not limited to those associated with user data, personal injury, or death resulting from using its services, interactions between users, or any other related incidents.

Submissions

Any feedback, comments, ideas, or other submissions regarding the Site or Service provided by you to Blockchain Property Gate are considered non-confidential and become the exclusive property of Blockchain Property Gate. The company holds all rights, including intellectual property rights, and has the freedom to use and distribute these submissions without any obligation to acknowledge or compensate you.

Questions

Please visit our Website for more information; you may also contact us via email at info@blockchain-property-gate.com.