

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE NCF II SITE.

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website <https://assetcoin.gold> (our site).

WHO WE ARE AND HOW TO CONTACT US

<https://assetcoin.gold> is a site operated by Northeast Capital Fund II, LLC (NCF II) ("We"). We are a Limited Liability Company registered in the United States (A Pennsylvania Registered Firm) under company Name Northeast Capital Fund II, LLC (NCF II) and have our registered office at (1500 Market Street, 12th Floor East Tower, Philadelphia, PA 19102) This is also our main trading address. You can contact us via <https://assetcoin.gold/contact>.

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to our Privacy and Policy, which also applies to your use of our site. This policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. It also sets out information about the cookies on our site. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

If you use our cryptocurrency ("CCT") via our Services and Digital Content (being the Online Wallet, Offline Wallet, or App) our Terms and Conditions for the Provision of Services and Digital Content will also apply to you.

WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on July 1, 2019.

WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our Services and Digital Content, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

USER RESTRICTIONS

Our site is directed at people aged 18 or older only.

We do not warrant, represent or guarantee that your access to or use of our site or the content available on or through our site is appropriate for use or available in your territory. You are responsible for ascertaining and monitoring the legal status of cryptocurrencies and distributed ledger technology ("blockchain") in your territory.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential.

You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us via

<https://support.assetcoin.gold>

HOW YOU MAY USE MATERIAL ON OUR SITE

NCF II is the owner of all licensee and intellectual property rights in our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or accessed in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status; (and that of any identified contributors) as the authors of content on our site, must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Other than links in respect of the use and download of our Digital Content, where our site contains links to other sites and resources provided by third parties, those links are provided for your information only and should not be interpreted as approval by us of those linked websites or information you may obtain from

them.

We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not necessarily represent our views or values.

If you wish to complain about information and materials uploaded by other users' please contact us at <https://support.assetcoin.gold>.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to any liability arising as a result of the supply of any products or services to you, which are set out in our Terms and Conditions for the Provision of Services and Digital Content.
- Please note that we only provide our site for private use. You agree not to access our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in these terms of use.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited license to use, store and copy that content and to

distribute and make it available to third parties. The rights you license to us are described in these terms of use.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in these terms of use.

You are solely responsible for securing and backing up your content.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful, fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm anyone in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To attempt to multiple spends CCT or any other cryptocurrency.
- Otherwise than in accordance with generally accepted cryptocurrency industry good practice.

You also agree:

- Not to reproduce, duplicate copy or re-sell any part of our site (or content) in contravention of these terms of use.
- Not to access without authority, interfere with, monitor, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored or transmitted;

- any software used in the provision of our site;
- the Services or Digital Content or the provision of any of them; or
- any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site (“interactive services”). Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (“Contribution”), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. We will determine, in our sole discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in the United States and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducements to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD

When you upload or post content to our site, you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection our site and the Services or Digital Content.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmers and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful or disruptive. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offense under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

BREACH OF THESE TERMS OF USE

When we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms of use may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

RULES ABOUT LINKING TO OUR SITE

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the homepage.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms of use.

If you wish to link to or make any use of content on our site other than that set out above, please contact us via <https://support.assetcoin.gold>

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by U.S. law. You and we both agree that the courts of the United States and the Securities Exchange Commission will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by U.S. law. We both agree to the exclusive jurisdiction of the courts of the United States of America.

OUR TRADEMARKS ARE REGISTERED

1 "NCF II" registered trademark number: (000000) and the NCF II symbol registered trademark number: (J0000J) (together with others from time to time) are United States registered trademarks of NCF II. You are not permitted to use them without our approval unless they are part of the material you are using as permitted under these terms of use and any use must be in accordance with our corporate brand identity guidelines in force from time to time.