

# EMMARES

## GENERAL TERMS AND CONDITIONS

### 1. INTRODUCTION

These General Terms and Conditions (“Terms”) constitute an agreement between EMMARES and any of its subsidiaries or affiliates (“EMMARES”, “we”, “us”, “our”) and you (“you”, “token holder”, “contributor” or “User”). These Terms also explains how EMMARES collects, uses, discloses and protects your personal information. Please read these Terms carefully before using the services and our products described herein and make sure you understand everything. By accessing our Website located at: <https://emmares.io/> (“Website”) and utilizing products offered through our Website (including but not limited to EMMARES Platform and EMMARES tokens), you acknowledge and agree that you have read these Terms and that you accept and undertake to be legally bound by them. You may not use our Website, Service, Platform, EMMARES tokens or any other products if you are under 18 years old and if you are a citizen, resident, habitant or legal entity incorporated or under the control of another legal entity in Restricted Use Areas as further described in these Terms.

**If you do not agree to any of the specific terms or meet the specific conditions outlined herein you may not access or use any of EMMARES Services, Website, Platform, EMMARES tokens or other products.**

EMMARES IS NOT A FINANCIAL INSTITUTION AND IS CURRENTLY NOT UNDER SUPERVISION OF ANY FINANCIAL SUPERVISORY AUTHORITY. EMMARES AND THE WEBSITE OFFERS THE USE OF IT’S PLATFORM AND ACCESS TO ITS ECOSYSTEM AND DOES NOT PROVIDE INVESTMENT SERVICES (INCL. INVESTMENT ADVICE), FINANCIAL PRODUCTS OR ANY OTHER LICENSED FINANCIAL SERVICES. THE TERMS DO NOT CONSTITUTE A SOLICITATION FOR INVESTMENT OR ANY SECURITY AND SHALL NOT BE CONSIDERED AS ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR TO SUBSCRIBE FOR ANY SECURITIES, NOR EMMARES PRODUCTS.

WE RESERVE THE RIGHT TO CHANGE, MODIFY AND REPLACE THESE TERMS AT ANY TIME BASED ON OUR SOLE DISCRETION WITHOUT ANY PRIOR NOTICE TO YOU. ANY CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS REGULARLY. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE STOP USING OUR SERVICES AND ACCESSING OUR WEBSITE. YOU WILL BE DEEMED TO HAVE ACCEPTED CHANGES TO THE TERMS, BY CONTINUING TO USE OUR SERVICES AND ACCESS OUR WEBSITE, PLATFORM AND OUR PRODUCTS.

EMMARES EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY

ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF EMMARES TOKENS OR ANY OTHER PRODUCTS, AVAILABLE THROUGH THE WEBSITE.

## 2. DEFINITIONS

2.1. The following terms used herein shall have the following meaning:

- **“Cryptographic token” or “Cryptocurrency”** is a term that may be used to describe any form of virtual currency, including but not limited to Bitcoin, Ether, etc.
- **“Digital Asset”** means tokens, which are accepted by the Platform, which is Ether. Additional tokens may be added to the list acceptable by the Platform, based on EMMARES sole discretion.
- **“Ecosystem”** means EMMARES ecosystem integrated into the Platform and it refers to an ecosystem which enables the User to access innovative EMMARES Services developed by EMMARES and/or its subsidiaries and affiliates.
- **“EMMARES Materials”** means content, materials, tools and software contained in Website, Ecosystem, Platform, Services, EMMARES tokens or any other EMMARES products.
- **“EMMARES token” or “EMA”** means Ethereum based Cryptographic token, as further specified in section 5.
- **“EMMARES” or “the Company”** means EMA Capital limited Hong Kong, 20th floor, Central Tower, 28 Queen's road, Central, Hong Kong.
- **“Ether” or “ETH”** means a type of cryptographic token of an open-source, public, blockchain-based distributed computing platform featuring smart contracts.
- **“Ethereum”** means open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality, which facilitates online contractual agreements.
- **“European Economic Area” or “EEA”** shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- **“Intellectual Property”** means all intellectual property rights and other similar proprietary rights in any jurisdiction, registered and unregistered, including, without limitation: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, the entire goodwill associated with the foregoing and registrations of, and applications to register, the foregoing; (ii) inventions, discoveries and improvements, whether patentable or not; (iii) patents, applications, provisional applications for patents, inventors' certificates and invention disclosures; (iv) non-public information, ideas, trade secrets and confidential information and rights to limit the use or disclosure thereof by any person; (v) copyrightable works, including writings, databases,

computer software programs and documentation; (vi) copyrights, registrations or applications for registration of copyrights, and any renewals or extensions thereof; and (vii) moral rights.

- **“Personal Information”** means any information relating to an identified or identifiable natural person, meaning an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Aggregated and anonymized information are not personal information.
- **“Platform”** shall mean EMMARES platform, as specified in section 3, 4 and 5 of these Terms.
- **“Product”** shall mean the Platform and EMMARES token and any other product that will be made available through the Website or Platform during the duration of these Terms by EMMARES.
- **“Restricted Use Areas”** means areas set out in section 8.1. of these Terms.
- **“Services”** means to all the services specified in section 3.1. of these Terms.
- **“Terms”** means these General Terms and Conditions.
- **“Third-party Wallet”** means a software solution, enabling Users to store their Digital Assets, which is not hosted at the Website or at the Platform and is not controlled by or related to EMMARES and EMMARES is not liable for Third-party Wallet or deriving services, whatsoever.
- **“User”** means a natural or a legal person who access the Website and/or Platform and/or Ecosystem or in any way uses EMMARES Services.
- **“VAT”** means value added tax of relevant jurisdiction.
- **“Website”** means the website located on the following web address: <https://emmares.io/> and any other websites and/or URL which may replace it. ICO website is [www.emmares.io](http://www.emmares.io), while the website address of EMMARES product/platform will be [www.emmares.com](http://www.emmares.com)

### 3. EMMARES SERVICES

**3.1.** EMMARES is a digital reputation platform, that is using Blockchain Ethereum for transactions and provides software solution and cryptographic EMMARES token solution through its Website to its Users (together referred to as “Products”). Products are available through EMMARES Website and may be amended, modified and changed during the term of these Terms, unless stated otherwise herein on the Website or Product.

EMMARES Services also include any other service EMMARES may provide in the future and which may be at a later stage available through the Website.

**3.2.** EMMARES Services and Products are unregulated. EMMARES is not a financial institution and is currently not under supervision of any financial supervisory authority. EMMARES does not provide any licensed financial services, such as investment services, fund management or investment advice. None of the information or analyses presented herein are intended to form the basis for any investment decision, no specific recommendations are intended, and EMMARES Services, Website and Product do not offer, are not and shall not be construed as investment or financial products. In the event of any regulatory changes would impact EMMARES, EMMARES reserves the right to amend the operation, Products, Website and its Services.

**3.3.** EMMARES is not a provider of (a) exchange services between virtual currency and fiat currency; (b) wallet or custodial services of credentials necessary to access virtual currencies or (c) crypto currency mining services. User expressly agrees and acknowledges that anytime throughout the duration of these Terms, the Product may require material, technical, commercial or any other changes and understands that an upgrade or modification of the EMMARES tokens may be required. If a User decides not to participate in such upgrade, the User acknowledges and agrees that non-upgraded EMMARES tokens may lose their functionality in full and that they may no longer use the EMMARES tokens.

#### **4. EMMARES PLATFORM**

**4.1.** EMMARES Platform is a software platform, consisting of a web page interface, software interface for communication between the Website and blockchain networks. The Platform will have a common cryptographic token within the ecosystem, so called EMMARES token (“EMA”). EMMARES token is a utility token with features as specified in section 5 of the Terms.

**4.2.** Platform provides:

- (a) possibility of acquiring of EMAs via the Website;
- (b) any transaction in which you send EMAs or other Digital Assets to EMMARES smart contract address from a compatible Third-party Wallet address, or receive EMAs or other Digital Assets from EMMARES smart contract address to a compatible Third-party Wallet address.
- (c) access to the EMMARES Services/Ecosystem.

**4.3.** Platform shall operate 24/7, subject to certain limitations, such as limitation of per-session trading limitations, maintenance services and unforeseeable technical and network issues.

#### **5. EMMARES TOKEN (EMA)**

**5.1.** EMA token is an ERC-20 standard Ethereum token, which contract will be published on the Ethereum blockchain prior to the public crowdsale. EMA is a utility token, which shall be used to access the Platform and shall be issued with the purpose of securing sufficient resources for the development and deployment of the Platform.

**5.2.** Holders of EMA may be able to acquire EMA through EMMARES Platform, whereas EMMARES gives no warranties that EMMARES token will be exchangeable on any exchange or on any specific exchanges or that they shall remain exchangeable on the mentioned exchanges.

**5.3.** EMAs does not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to EMMARES or EMMARES Ecosystem, nor shall EMAs holders have any influence or rights in the development or governance of EMMARES or EMMARES Ecosystem. Also, EMAs shall not include any legal governance rights to EMMARES, such as rights to dividends, profit, voting rights and similar corporate rights.

**5.6.** EMAs are not an investment advice, a security nor an investment product and any action, notice, communication, message, decision, managerial act, or omission of the mentioned shall not be understood and interpreted as such. EMMARES gives no guarantees as to the value of any of the EMAs or their liquidity on public exchanges (if EMAs shall be listed on exchanges) and explicitly warns Users that there is no reason to believe that EMAs may increase in value or that EMAs may have any value at all.

**5.7.** You represent and warrant, that you are acquiring EMMARES tokens for your own personal use and for your personal utility and not for investment or financial purposes. You also represent and warrant that you: (i) do NOT consider EMAs as security; (ii) understand that EMAs may lose their value; (iii) that you are not acquiring EMAs as an investment; (iv) are aware of all other risks deriving from holding EMAs as specified, but not limited to, in these Terms and you accept such risks.

**5.8.** The applicable conversion rate between EMA and Digital Assets (ETH) shall depend on the distribution stage, within which the contribution is made, and is expected to be calculated based on (i) the applicable exchange rate between ETH and USD, which is expected to be fixed on the date chosen by EMMARES (presumably but not necessary on the day before the start of the Pre-Crowdsale for contributions made within the Pre-Crowdsale, and on the day before the start of the Crowdsale for contributions made within the Crowdsale), and (ii) the base price for EMA token, which was set at Digital Assets (ETH) equivalent of 0.12 USD at the given moment, and shall be announced on our Website before the beginning of the Pre-Crowdsale and the Crowdsale.

**5.9.** To avoid risks related to volatility EMMARES may manage (hedge) the funds received through EMMARES token distribution, by trying to minimize and/or avoid risks related to volatility using its best efforts, based on EMMARES sole discretion. You expressly agree to any measure EMMARES may apply trying to avoid and/or minimize risks related to volatility.

## **6. REGISTRATION**

**6.1.** To acquire EMA tokens, you will need to register on our Website and perform a Whitelisting/Know Your Client (“KYC”) procedure. By Registering you agree to (a) provide accurate, current and complete information about yourself, (b) where possible, maintain and promptly update your information from time to time as necessary, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or

otherwise suspect any security breaches related to the Website, the EMA tokens, or the information provided to us. You are only allowed to create one registration account and EMMARES will block multiple accounts of the same User.

**6.2.** KYC procedure is a customer identification process to ensure that each User is appropriately verified. It is not only a legal requirement to assess and monitor risks, to prevent doing business with a money launderer, terrorist or other criminal, even more importantly, KYC is a fundamental practice to protect a project and its supporters from fraud and losses due to illegal funds and transactions. You acknowledge and agree that to ensure the safety of the Users' accounts, to counteract money laundering and to enforce is internal security policy, EMMARES shall use internal controls and programs for such control to be maintained. EMMARES, through these programs and controls, shall collect and store information about the Users and their transactions, including, but not limited to, personal information about you, such as your personal document ID number, scan of your ID document, your name, address, nationality and any other information required by us. Also, EMMARES shall ask you to provide your Digital Assets wallet address, which you will be, unless expressly provided otherwise by EMMARES, obliged to use when making a contribution during the crowdsale. Personal information, which we shall collect and store, may be provided to us upon registration of your Account or requested by us upon transactions effected, as well as indirect information, including IP-addresses, information about the operating system used, software configuration and other information collected with the use of "cookies" technology to create statistical reports. We will strive to perform KYC check within 48 hours, whereas sometimes the process may last longer.

**6.3.** If your proposed purchase is flagged through our internal controls, EMMARES may require additional identification information depending in case of any suspicious activity that may be indicative of illegal activity. Identification of bank accounts may also be required. You accept and agree that in cases where EMMARES has valid reasons to believe that your Account is used for money laundering or for any other illegal activity, or that you have concealed or reported false identification information and other details, and also if there is a valid reason to believe that the transactions effected via your Account were affected in breach of this Agreement, EMMARES shall be entitled to require you to provide any additional information and documents to clarify the circumstances. Transactions may be frozen until the documents are reviewed by us and accepted as satisfying the requirements of the legislation for counteracting laundering of incomes from criminal activities and financing of terrorism.

**6.4.** EMMARES can request from you any additional identifying information and support documents at any time at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. By agreeing to this Agreement, you acknowledge and agree that we maintain verification levels that require User participation and verification to obtain, with leveled permissions based on User-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve your desired level of verification, and we reserve the right in our sole discretion, to determine the appropriate verification level for any User, as well as the right to downgrade Users without notice and to not verify

the User at all. We may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor. This may affect your right to purchase EMA Tokens or withdraw EMAs from your Account, and you indemnify EMMARES against any losses associated with an inability to purchase or withdraw EMAs based on your verification level. In highly unlikely cases, where you would be initially approved in the KYC procedure and we would later on realize that you are from Restricted Use Areas (newly added or existing), we will return Digital Assets paid by you to your address and we shall not issue/ you will not be able to withdraw EMAs tokens from your Account. You expressly agree and acknowledge that this might occur and you hereby indemnify EMMARES against any losses associated with such event and your inability to purchase or withdraw EMAs.

**6.5.** If you are contributing as a natural person you will be required to identify yourself to us with your personal identification document and provide us with personal information, such as your name, address of the permanent residence, date of birth, e-mail address, telephone number, amount of your contribution and your compatible Digital Assets wallet address. You will also be required to upload a copy of your ID personal document.

**6.6.** If you are contributing as a legal entity you will be required to provide us with information, such as legal entity's name, company address, tax ID number and country of establishment. The legal entity's representative will need to identify himself to us and provide his personal information which are required for the contributors who are natural persons.

## **7. EMA TOKEN DISTRIBUTION**

**7.1.** You can make contribution into a smart contract system in ETH (acceptable Digital Assets) and receive the applicable number of EMAs tokens in exchange, while the conversion rate between ETH and EMA calculated based on subsection 5.8. of these Terms shall apply. Early contributors shall be rewarded with a bonus according to the bonus schedule as specified in these Terms. EMMARES does not accept contributions in fiat currency and reserves the right to amend acceptable Digital Asset at any time, based on its sole discretion. All EMA token purchases shall be publicly accessible via the Ethereum blockchain browser.

**7.2.** There will be in total 500,000,000 (five hundred million) EMA tokens generated (Total EMA tokens) and EMMARES shall not create additional EMA tokens at any time after the initial token release. EMA tokens shall be distributed in the following manner:

- (a) 1 % of the Total EMA tokens is intended for the bounty pool for incentivizing a community to support and promote EMMARES;
- (b) 3 % of the Total EMA tokens shall be distributed to early supporters, who provided support for realization of the EMMARES project;
- (c) 5 % of the Total EMA tokens is intended for the EMMARES current and future strategic partners, ambassador and advisors;
- (d) 17 % of the Total EMA tokens shall belong to the EMMARES team and is expected to be vested over 24 months period with monthly cliffs starting after the end of Crowdsale;

- (e) 23% of the Total EMA tokens is intended for the initial stocking of the EMMARES pool to incentivize individuals to open new EMMARES accounts;
- (f) 51 % of the Total EMA tokens (255,000,000 EMA tokens) shall be offered to contributors in Private Placement, public Pre-Crowdsale and Crowdsale (Available EMA tokens) as follows:

**(i). Early Contribution Period**, which is subject to specific terms and shall end until the start of the Pre-Crowdsale.

**(ii). Pre-Crowdsale (Private placement)**. Available EMA tokens not acquired in the Early Contribution Period shall be made available to Users in Pre-Crowdsale. Pre-Crowdsale shall start on 5th April 2018 at 12:00 CET and end: (1) when all Available EMA tokens offered through Pre-Crowdsale shall be acquired from Users; or (2) when the Maximum Threshold is reached; or (3) on 4th May 2018 at 12:00 CET (Central European Time); whichever is sooner. EMMARES reserves the right to change the dates and times of Pre-Crowdsale based on its sole discretion, due to organizational or technical reasons. Unless expressly provided otherwise, Pre-Distribution contributors shall be rewarded with a 20% bonus, which means they shall receive additional 20% of EMA tokens. In the Pre-Crowdsale the Users can contribute the Digital Assets in minimum amount of 0.1 ETH.

**(iii). Public pre-sale and Crowdsale (Distribution Stage)**. The Available EMA tokens not acquired in Pre-Crowdsale shall be made available in Crowdsale. Public pre-sale is expected to start on 5th May 2018 at 12:00 CET and end: (1) when all Available EMA tokens shall be acquired from Users; or (2) when the Maximum Threshold is reached; or (3) on 30th Sep 2018 at 12:00 CET; whichever is sooner. EMMARES reserves the right to change the dates of the Public pre-sale and Crowdsale based on its sole discretion, due to organizational or technical reasons.

**Stages (6) that apply:**

| <b>Stage</b>   | <b>Stage Cap ETH</b> | <b>Bonus</b> | <b>1ETH = EMA</b> |
|----------------|----------------------|--------------|-------------------|
| <b>stage 1</b> | 3.500                | 20%          | <b>6.120</b>      |
| <b>stage 2</b> | 3.500                | 17%          | <b>5.967</b>      |
| <b>stage 3</b> | 5.250                | 15%          | <b>5.865</b>      |
| <b>stage 4</b> | 7.000                | 10%          | <b>5.610</b>      |
| <b>stage 5</b> | 8.750                | 5%           | <b>5.355</b>      |
| <b>stage 6</b> | 7.000                | No bonus     | <b>5.100</b>      |

- (g) Currencies Accepted in Private presale: ETH, altcoins, BTC, fiat.

**7.3.** The contributors who will successfully contribute during the EMA token distribution shall receive EMA tokens to the Digital Assets wallet address from which contributor sent his/her Digital Assets to the smart contract and which shall match the wallet address previously provided by the contributor on the EMA Platform, in a reasonable time after the successful end of the Crowdsale (presumably but not necessarily in 2 weeks).



**7.4.** Unless expressly provided otherwise in these Terms, issued EMA tokens shall remain locked through the Pre-Crowdsale and Crowdsale and shall be automatically unlocked as soon as reasonably possible following the end of the Crowdsale. All EMA tokens which are according to these Terms awarded as a bonus shall remain locked for 3 months after the successful end of the Crowdsale.

**7.5. Distribution:**

**(i) Minimum Threshold (Floor or Soft-cap).** Digital Assets equivalent in the total value of 2,000 ETH needs to be paid in during the Early Contribution Period, the Pre-Crowdsale and Crowdsale in order for the distribution to be considered successful. Minimum Threshold shall be calculated based on the ETH/USD exchange rate on the date chosen by EMMARES (presumably but not necessarily on the day before the Pre-Crowdsale, and in case not reached until the start of the Crowdsale, amended on the day before the Crowdsale). If Minimum Threshold shall not be achieved, then all funds paid in Digital Assets shall be returned to Users who made the contribution in the same form of Digital Assets the contribution has been made as soon as reasonably possible after the end of Crowdsale. In this circumstances Users shall not have a right to retain any EMAs and EMMARES will not have any further obligations to Users, under these Terms or any other agreement, after User's contribution is returned to the User's Digital Assets wallet address.

**(ii) Maximum Threshold (Hard-cap).** Users will be able to acquire EMA tokens until the Digital Assets equivalent in the total value of 35,000 ETH as calculated based on the ETH/USD exchange rate on the date chosen by EMMARES (presumably but not necessary on the day before the Pre-Crowdsale, and in case not reached until the start of the Crowdsale, amended on the day before the Crowdsale) is paid in during the distribution ("Maximum Threshold") or until the end of the Crowdsale as specified above (whichever is sooner). In case of reaching the Maximum Threshold, any unsold Available EMA tokens will be burned. In case the Maximum Threshold is not reached, any unsold Available EMA tokens will be stored by EMMARES for additional distribution stages announced in the future.

**(iii) Execution of distribution.** During the duration of distribution, Users wishing to participate in the token distribution, will be obliged to send their Digital Assets to the smart contract address, provided to them on EMMARES Website or sent to them by email after their successful registration. In a timeframe specified in subsection 7.3. above, contributors shall receive the applicable number of EMA tokens to the Digital Assets wallet address from which the User has sent his/hers Digital Assets, and which shall match the wallet address the User has previously specified in EMA Platform.

The funds raised from the EMA tokens distribution is presumably, but not necessarily, expected to be used as follows:

- 30 % of the funds raised shall be used for EMMARES development, including expenses on technology research and development and talents recruiting;
- 25 % of the funds raised shall be used for technical deployment, including various hardware and software e.g. servers, security equipment, etc.;

- 20 % of funds raised shall be used for market promotion to enable Users to know and use the EMMARES services;
- 15 % of funds raised shall be used for operation and management expenses;
- 10 % of the funds raised shall be used to comply with legal regulations and pay technology related fees.

**(vi) Distribution Channel.** EMMARES tokens will be distributed through the Ethereum distribution channel, which shall be further specified, announced, offered and promoted solely and exclusively through Website. Website is the only official and authorized website for the announcement of the EMMARES token distribution channel. Every User needs to ensure that they are using hypertext transport protocol secure connection (“https”) and that domain name is correct, when acquiring EMA tokens with Digital Assets. No third-party provider has been allowed, authorized or endorsed by EMMARES for the distribution of EMA tokens.

**(vii) Non-refundable contributions.** All contributions to EMMARES in exchange for EMA tokens are final and non-refundable, except as specified in section 7.5 (i). You expressly agree and acknowledge that EMMARES is not required to provide any refund and that you understand that EMA is not a consumer product and is therefore not covered by consumer protection regulation in any jurisdiction. You are solely responsible for sending your Digital Assets to the correct EMMARES smart contract address and EMMARES is not responsible for any Digital Assets you send to the wrong smart contract address and EMMARES shall not provide any refund to you for sending your Digital Assets on wrong EMMARES smart contract address. You are also not allowed to send your Digital Assets to the smart contract address from the address of any Digital Assets exchange and EMMARES is not responsible for any Digital Assets you send from such address and you acknowledge you may lose your payments made from these addresses and in these circumstances EMMARES shall not provide any refund to you.

## 8. ELIGIBILITY

**8.1.** Our Services, Website and Product are not directed or allowed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Product, Services or Website is or may be prohibited. Due to legal restrictions you are not allowed to access our Website, Services or Product if you are a located in, under the control of, resident, habitant or citizen of the United States of America, of China or a legal entity based, domiciled, under the control of, located, incorporated or in any other way considered to be a U.S. entity, Chinese entity under applicable legislation or if you are a resident, citizen or are located in any other jurisdiction in which applicable laws prohibit you to access our Website, Services and Platform (“**Restricted Use Areas**”). EMMARES EXPLICITLY PROHIBITS PERSONS OR ENTITIES IN RESTRICTED USE AREAS TO USE ITS WEBSITE, SERVICES AND PRODUCTS AND EMMARES SHALL NOT BE HELD LIABLE FOR ANY LEGAL OR MONETARY CONSEQUENCE ARISING OF SUCH USE. BY ACCESSING OR USING THE SERVICE, PRODUCT AND/OR WEBSITE YOU

REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. PLEASE NOTE THAT RESTRICTED USE AREAS MAY CHANGE BEFORE/DURING/UNTIL THE END OF THE CROWDSALE. IN SUCH EVENT (IF RESTRICTED USE AREAS SHALL CHANGE UNTIL THE END OF THE CROWDSALE, WE RESERVE THE RIGHT TO RETURN TO YOU ALL DIGITAL ASSETS SENT TO US AND WE SHALL NOT ISSUE/UNLOCK EMA TOKENS).

**8.2.** You must be at least 18 years old to use our Services, Product and our Website. By using our Services, Product and accessing our Website you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our Services (d) that you are not located in, under the control of, habitant a national or resident or located in or under control of Restricted Use Areas (e) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC) (f) you are not located in, under the control of, resident, habitant or citizen of Restricted Use Areas;

**8.3.** If you are using the Services on behalf of a legal entity, you represent and warrant that: (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization and not in Restricted Use Areas; (b) you are duly authorized by such legal entity to act on its behalf (c) you are not incorporated, under control of or in any other way considered to be to be U.S. entity under applicable legislation in Restricted Use Areas (e) any beneficial owner of the legal entity, director, employee, services provider or any other individual in any way connected with the Company has not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC) or Restricted Use Areas ;

**8.4.** You acknowledge and agree that you are NOT purchasing EMA tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or any other financial purposes. You represent and warrant that the execution and delivery of, and performance under, this Terms require no approval or other action from any governmental authority or person other than Buyer. EMMARES shall have the right to implement necessary measures to monitor compliance of this section.

## **9. DISCLAIMER OF WARRANTIES**

**9.1.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR SERVICE, WEBSITE, PRODUCT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IS GIVEN IN CONJUNCTION TO WEBSITE, SERVICES, PRODUCT, ANY SOFTWARE OR TOOLS CONTAINED IN WEBSITE, PRODUCT AND SERVICES AND IN GENERAL.

**9.2.** EMMARES DOES NOT WARRANT THAT THE SERVICE, PRODUCT OR WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED IN REASONABLE TIME. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE, PLATFORM AND WEBSITE IS AT YOUR SOLE RISK.

**9.3.** While every effort is made to ensure that information contained in the Website or Product is correct, EMMARES disclaims all warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness of any information on the Website and/or Product.

**9.4.** EMMARES does not guarantee the confidentiality or privacy of any communication or information transmitted through Services, on the Website or Product or any site linked to the Website. We will not be liable for the privacy or security of information, e-mail addresses, registration and any identification information (if applicable), disk space, communications, confidential or proprietary information, or any other content transmitted to us in any manner, or otherwise connected with your use of our Services, the Website or Platform. EMMARES does not guarantee that the EMMARES tokens shall be listed on any exchanges.

**9.5.** EMMARES shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from EMMARES. Always log into your EMMARES Account through secure Website to review any transactions or required actions, if you have any uncertainty regarding the authenticity of any communication or notice.

## **10. RISK DISCLOSURE**

**10.1.** It is your obligation to peruse, comprehend and carefully consider or seek legal advice as to the risks described below in addition to the other information stated herein before deciding to access our Website and using our Services our Product. If you access and/or use or Website, Service and Product you are accepting all the risks outlined in these Terms and other risks, not specified herein.

- **(a) Legal Risk concerning Security Regulation.** There is a risk that in some jurisdictions EMMARES token might be considered to be a security, now or in the future. EMMARES does not give warranties or guarantees that EMMARES tokens are not a security in any jurisdiction. Each EMMARES token holder shall bear its own legal or financial consequences of EMMARES tokens being considered a security in their respective jurisdiction.

The legal ability of EMMARES to provide EMMARES tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree of certainty that EMMARES tokens are not legal in certain jurisdiction, EMMARES will based on its sole discretion either (a) cease operations

in that jurisdiction, or (b) adjust EMMARES tokens in a way to comply with the regulation should that be possible and viable.

It is your obligation to check if acquisition and disposal of EMMARES tokens is legal in your jurisdiction, and by accepting these Terms you expressly agree and warrant that you will not use EMMARES tokens should their use not be legal in the relevant jurisdiction.

There can be no assurance that governmental authorities will not examine the operations of EMMARES and/or pursue enforcement actions against EMMARES. Such governmental activities may or may not be the result of targeting EMMARES in particular. All of this may subject EMMARES to judgments, settlements, fines or penalties, or cause EMMARES to restructure its operations and activities or to cease offering certain products or services, all of which could harm EMMARES's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the EMMARES tokens and/or the development of the EMMARES Services and software.

- **(b) Risk of malfunction of blockchain.** Nobody can guarantee the Ethereum source code used by EMMARES will be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for Users, expose Users' information or otherwise. Such flaw would compromise the usability and/or security of EMMARES and consequently bring adverse impact on the value of EMMARES token. Open source codes rely on transparency to promote community-sourced identification and solution of problems within the code.
- **(c) Update of the Source Code.** The Ethereum source code could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects EMMARES token and/or EMMARES operation or market value.
- **(d) Internet transmission risks.** You acknowledge that there are risks associated with utilizing an Internet-based Digital Assets, Products and Website including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that EMMARES shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using our Services, Website, Product howsoever caused.
- **(e) Cryptography risks.** You acknowledge that there are risks associated with cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all crypto-currencies including our Product. This could result in the theft, loss, disappearance, destruction or devaluation of the Product. To a reasonable extent, EMMARES will be prepared to take proactive or remedial steps to update

the protocol underlying EMMARES in response to any advances in cryptography and to incorporate additional reasonable security measures where appropriate. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit the EMMARES accurately guide the development of EMMARES to take into account such unforeseeable changes in the domains of cryptography or security.

- **(f) Development Failure or Abortion.** EMMARES is still in the process of development rather than a finished product ready to launch. Due to the technological complexity and difficulty that may be uncertain, unforeseeable and/or insurmountable, the development of all or some Services could fail or abort at any time for any reason.
- **(g) Forking.** Ethereum is an open source project and supported by the community. The developers of EMMARES do not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the Users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of EMMARES tokens and in the worst case scenario, could ruin the sustainability of EMMARES. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.
- **(h) Risk of unfavorable regulatory action in one or more jurisdictions.** Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. EMMARES tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of EMMARES tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.
- **(i) Risk of theft and hacking.** Hackers or other groups or organizations may attempt to interfere with your third-party wallet, the Website or the availability of EMMARES tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.
- **(j) Risk of mining attacks** Ethereum blockchain, which is used for the EMMARES tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks. Mining Attacks, as described above, may also target other blockchain networks, with which EMMARES tokens interact with. Any successful attacks present a risk to the EMMARES tokens.

- **(k) Risk of loss of value and uninsured losses.** Value of EMAs may fluctuate and you may suffer loss in value of such acquired EMAs and lose all of the value. In addition to the loss of value risk, EMAs are entirely uninsured and are unlike bank accounts or accounts at some other financial institutions.
- **(l) Risk related to your Private Keys.** Loss of private key associated with your digital assets wallet will result in loss of EMMARES tokens held there. You understand and agree the EMMARES shall not be responsible for any such losses.
- **(m) Project Completion.** The development of some of the EMMARES Services and software may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- **(n) Unanticipated risks.** Cryptocurrencies and blockchain technologies are new and untested technology and in addition to the risk outlined in these Terms, there are also unforeseeable risks that may materialize as unanticipated.

**10.2.** You acknowledge, agree and warrant that you have been warned of the potential risks involved by using our Services, Website, Ecosystem and Product and other relevant technologies mentioned herein as well as that there may be other risks involved, which are not specified herein and that you fully accept such risks.

## **11. YOUR WARRANTIES**

**11.1.** In addition to any other representations and warranties contained within these Terms, you further represent and warrant that you:

- have read and agree to these Terms;
- shall promptly provide to us, upon request, any additional information which we may consider necessary in providing Services to you, Product or using the Website;
- shall not use the Website, Service and Product for any illegal purpose or in any other manner inconsistent with these Terms;
- will use the Services, Website and Product in accordance with these Terms and with any applicable law and regulation;
- are solely responsible for any conduct carried through your account while using the Services, Website and Product;
- shall not violate or attempt to violate the security of the Website; Services and Product and you will not hack into, interfere with, disrupt, disable, overburden, modify, publish, reverse engineer, participate in the transfer or sale, create derivative works, or otherwise impair the Website, Services and Product;
- shall not use our Services, Website and Product in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying our Services, Website and Product or that could damage, disable, overburden or impair the functioning of our Services, Website and Product in any manner;
- shall not use our Services, Website and Product to pay for, support or otherwise engage in any illegal activities; including but not limited to: gambling, fraud; money-

- laundering; or terrorist activities; or other illegal activities;
- shall not use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services, Website and Product or to extract data;
  - shall not use or attempt to use another User's account without authorization;
  - shall not attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services, Website and Product that you are not authorized to access;
  - shall not operate as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveler's checks, and escrow services;
  - shall not provide false, inaccurate, or misleading information; and
  - shall not encourage or induce any third party to engage in any of the activities prohibited under this Section.

## **12. TAXES**

**12.1.** You are solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with the EMMARES tokens, use of Services, Website, Platform or any other EMMARES Product. EMMARES is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with its Product, Website or Service. EMMARES makes no representation as to the tax implication of any jurisdiction. You shall be solely liable for all such penalties, claims, fines, punishments, liabilities or otherwise arising from his/her underpayment, undue payment or belated payment of any applicable tax.

**12.2.** All fees and charges payable by you to EMMARES are exclusive of any taxes and if certain taxes shall be applicable, they shall be added on top of applicable amount. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## **13. LIMITATION OF LIABILITY**

**13.1.** EMMARES, ITS AFFILIATES, ENTITIES INCLUDED IN THE ECOSYSTEM, LICENSORS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS OR AGENTS TOTAL LIABILITY ARISING OUT OF THESE TERMS, WEBSITE, SERVICE, PRODUCT OR OTHERWISE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL EXCEED 1,00 USD PER USER. IN NO EVENT SHALL EMMARES, ITS AFFILIATES, ENTITIES INCLUDED IN THE ECOSYSTEM, LICENSORS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT,



INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM EMMARES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, LOSS OF EMMARES TOKENS, SUSPENSION OF ETHEREUM NETWORK COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO EMMARES RECORDS, PRODUCT, WEBSITE OR SERVICES. IN ADDITION TO THE ABOVE, EMMARES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, TRADING LOSSES, LOSS IN VALUE, OR OTHER LOSS. THIS APPLIES EVEN IF SUCH DAMAGES ARE FORESEEABLE.

**13.2.** EACH PARTY ACKNOWLEDGES THAT THE FEES PAYABLE HEREUNDER REFLECTS THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

#### **14. INDEMNIFICATION**

**14.1.** You will defend, indemnify and hold EMMARES, its affiliates, entities included in the ecosystem and licensors and its officers, directors, contractors, employees, agents and representatives, harmless from and against all claims, actions, demands, liabilities, damages, losses, costs and expenses (including legal fees) relating to or arising from (a) your use of our Services, Website, Product (b) your breach of these Terms or any other liabilities arising out of your use of the Services, Website and Product or the use by any other person accessing the Website, Service or Product using your computer and/or your Personal Information (c) your violation of any rights of any other person or entity in connection with these Terms (d) third-party claims concerning this Terms or your thereof. You will promptly notify us of any third-party claims, actions, or proceedings which you become aware of that involves EMMARES as a result of these Terms. EMMARES may participate with counsel of its own choosing in any proceedings describing above. If EMMARES will be required to respond to compulsory legal order, you will reimburse EMMARES for reasonable attorney and contractors fees for their time and material spent responding to obligatory legal orders. You will not agree to any settlement which imposes any obligation or liability for EMMARES without EMMARES prior written consent.

#### **15. INTELLECTUAL PROPERTY RIGHTS**

**15.1.** EMMARES reserves all rights, titles and interest to the Services, Products, Website, and other Intellectual Property. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content, software, tools and other materials contained on our Website, Product and Services, (collectively, "**EMMARES Materials**") are the property of EMMARES, our licensors or suppliers and you hereby agree to comply with all proprietary notices contained in EMMARES Materials and these Terms.

**15.2.** Under no circumstances will these Terms be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other

than as specifically granted in these Terms. You agree that EMMARES's Intellectual Property may be used only as provided in these Terms. All rights not expressly granted herein are reserved.

**15.3.** We hereby grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Website, Products and our Services for your personal use and strictly in accordance with these Terms. Such license is subject to these Terms and does not permit (a) any resale of the EMMARES Materials; (b) the distribution, public performance or public display of any EMMARES Materials; (c) modifying or otherwise making any derivative uses of the EMMARES Materials, or any portion thereof; or (d) any use of the EMMARES Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services, Website and/or Product.

## **16. LINKS TO OTHER WEBSITES**

**16.1.** Our Services, Website and/or Product may include links to third party websites, third party wallet providers or other service providers ("Third Party Sites"). If you use any links made available through our Services, Website or Product to reach other websites not maintained by EMMARES you will leave our Services, Website and Product. The linked sites are not under the control of EMMARES and EMMARES is not responsible for the content of any linked site or any link contained in a linked site. The linked sites are governed by the terms and conditions of that site.

**16.2.** EMMARES shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, statements, representations, advertising, products, services or other materials available on or through Third Party Sites. EMMARES provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by EMMARES of Third Party Sites, nor does it imply that the linked Third Party Sites recommends, approves of, or endorses EMMARES.

## **17. FEEDBACK**

**17.1.** In connection with your use of our Service, Website, Ecosystem and Product you may provide us with your Feedback (suggestions, ideas, reviews, comments, material and questions or other information and/or material). We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials You provide to us, whether by email, posting through our Website, Product, Services or otherwise. You waive any rights you may have to the Feedback (including any copyrights to the extent permitted by law). And Feedback you provide to us is non-confidential, non-proprietary and is not subject to a third party license and we have no liability for any loss or damage suffered by you as a result of the disclosure or use of such Feedback. We have the right to disclose your identity to any third party who is claiming that any content posted by you 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 website if, in our opinion, your post does not comply with the content standards set out in this section.

## **18. TERM AND TERMINATION**

**18.1.** This agreement is entered into for unlimited duration.

**18.2.** We reserve the right to terminate and/or suspend your access to our Services/Website, without giving you prior written notice and delete all related information and files related to your use of our Services, Product, Website, without liability to you, at any time for any reason, including, but not limited to, if based on our sole discretion believe: (i) You have violated these Terms, (ii) You create risk or possible legal exposure for us.

## **19. NOTICES**

**19.1.** You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "**Communications**") that EMMARES provides in connection with your use of EMMARES Website, Product and Services. You acknowledge and agree that EMMARES may provide these Communications to you by posting them on its Website or by emailing them to you at the email address you provide. Any email communication will be considered to be received by you within 24 hours after we email it to you and Communication via our Website will be effective upon posting. You should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy.

**19.2. Updating Contact Information.** It is your responsibility to keep your email address with EMMARES up to date so that EMMARES can communicate with you electronically. You understand and agree that if EMMARES sends you an electronic Communication, but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, EMMARES will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add EMMARES to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into or Website by sending such information to: [info@emmares.io](mailto:info@emmares.io).

**19.3.** You may contact us by sending email to: [info@emmares.io](mailto:info@emmares.io) for general questions. All legal notices (including legal disputes) must be sent in writing to the following address: [info@emmares.io](mailto:info@emmares.io) or postage prepaid by certified or registered mail, return receipt requested and addressed to the authorized representative of the relevant Party. All given notices must be in English language.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION**

**20.1.** Any dispute between the parties will be governed by these Terms in accordance with the laws of Slovenia, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. You agree and warrant that

you will not commence against the other a class action, class arbitration or representative action or proceeding.

**20.2.** All disputes or claims arising out of or in connection with these Terms, including but not limited to its breach, termination, validity, nullity or any other disputes or claims arising out of or in connection with these Terms, Website, Products, the Services or any other matter shall be settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said Rules. The language to be used in the arbitral proceedings shall be English. The arbitration will be conducted confidentially.

**20.3.** Prior to filling any claims, you agree to file such claim, notification of any dispute or request to EMMARES within thirty (30) days of when it arises as the attempt of informal resolution of dispute. Notice to EMMARES shall be sent to: info@emmares.io. If dispute between you and EMMARES is not resolved within thirty (30) days, following the receipt of your request, you are entitled to file a claim in accordance with previous section. Claims filled contrary to the provision set out in this paragraph shall be rejected as premature.

**20.4.** Any dispute arising out of or related to this Terms is personal to User and EMMARES and will not be brought as a class arbitration, class action or any other type of representative proceeding.

## **21. PRIVACY POLICY**

**By accessing or using the EMMARES Services or otherwise providing information to us, you consent to the collecting and processing of information as described in this Privacy Policy.**

**21.1. Collection of personal information.** EMMARES collects personal information needed to conduct its Services, Ecosystem and to enable you to use EMMARES Website and Product. EMMARES is the data processor and controller of your personal data and will not share your personal information with third parties, except as specified herein. For the purpose of operating the ecosystem and performing the services, EMMARES may share your personal information with other entities within the ecosystem. EMMARES collects personal information from running the Website and uses information, which you provide to us.

**21.2.** Upon signing in through our Website or our Platform and creating the Account we shall collect and store your contact information, including but not limited to your email address, name, phone, address and other information provided. In order for you to be able to use our Services, Ecosystem and Product we will require you to provide additional information which is used for identification purposes and the information which EMMARES may be required to collect to comply with applicable laws. The types of information we may collect are as follows: first and last name for individuals and first and last name for representatives of legal entities, address of the permanent residence and address of the temporary residence or registered office and business address for legal

entities, date and place of birth, tax ID number, personal Identification number or registration number for legal entities, citizenship for individuals or country of registration for legal entities, e-mail address, telephone number, amount of your contribution and your compatible Digital Assets wallet address and a copy of your ID personal document. We may also obtain information about you from third parties such as identity verification services.

**21.3. Cookies.** We may place small data files called cookies on your computer or other device when you access our Website, Services or Platform (or Google Analytics or similar service provider on our behalf). We use cookies to recognize you as our User; customize our Website, Product and advertising; for our internal analytics purposes, measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

**21.4. Security measures.** We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities.

**21.5. Usage and sharing.** We use personal information to provide our Services and Products, for administering our business activities, to communicate with you, to promote safety and security (we use personal information for loss prevention, anti-fraud and/or unauthorized activity and to enforce these Terms) and to provide you with customer service, technical support, for audit purposes, to prevent and investigate potentially prohibited or illegal activities and to notify you about improvements to our Website and new services we think you will find useful. We can use Personal Information so as to mitigate the risk of fraud, identity theft or credit card theft. We may use your name and email address to provide you with information about products or services that may be of interest to you. You may access, review and edit your personal information or ask us to delete your personal information at any time by logging in to the Website using your credentials or by emailing us at: [info@emmares.io](mailto:info@emmares.io). We may also create anonymous, aggregated and/or other de-identified data records (“Anonymous Information”) from information that you provide to us by excluding information (such as your name) that makes the information personally identifiable to you. We use this Anonymous Information to analyze request and usage patterns so that we may enhance the content of our Services and to improve Site navigation. We reserve the right to use Anonymous Information for any purpose and to disclose such data to third parties in our discretion.

**21.6. Sharing of personal data.** We take your privacy very seriously, and will only share your personal information as needed with the entities within the ecosystem to perform the services and in the event if we are legally compelled to do so or in the events specified in these Terms. We reserve our right to share your personal information:

- to meet any legal, regulatory, or governmental request, including but not limited to events when we are compelled to do so by a subpoena, court order, or similar legal procedure; or to report suspected illegal activity or to investigate violations of our Terms;

- our banking partners;
- legal entities that we are interested in merging with or be acquired by. We may share or sell your information in connection with a merger, financing, acquisition, dissolution transaction, bankruptcy or proceeding involving sale, transfer, divestiture of all or a portion of our business or assets. If another company acquires our business or assets, that company will have your information collected by us and will assume the rights and obligations regarding your information as allowed by this Privacy Policy.
- legal entities which are a part of our ecosystem
- third party service providers for fraud prevention purposes and in general to protect EMMARES and its Users, or for legal purposes. We may disclose your information: (a) if we think it's needed to detect, prevent or address illegal activity on our Services, or identify, contact or bring legal action against someone who appears to be causing injury to or interfering with our rights or property or other Users; (b) as part of a EMMARES legal matter or investigation, including an investigation related to a suspected breach of our Terms; (c) when we believe that disclosure is required or permitted by law, including when responding to subpoenas, warrants, production orders, or similar instruments; or (d) if we believe that disclosure is needed to prevent financial loss; protect your safety or the safety of others, including when there is an emergency involving potential harm, loss of security or serious injury to people or threats of such emergencies; or are obligated to report illegal activity.
- our service providers and/or financial institutions. We may use third-party service providers to help operate our business. Examples include suppliers that host our data or provide customer service. Use of your personal information by our service providers is limited to the information they need to provide services on our behalf. For more information about how these service providers treat your personal information, or with any other comments, complaints or suggestions, contact us at the address below;
- audits. We may need to share your information in order to complete third party financial, technical and legal audits of our operations as part of that review.

We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising.

**21.7. Storing and transfer of personal data.** We store and process your personal information on our servers in the European Economic Area (EEA) and elsewhere in the world, where our facilities or our service providers are located. The data may be transferred to other places outside the EEA, to countries which do not offer the same level

of protection as EEA. By using our Website, Product and Services you expressly agree and acknowledge that your personal data may be stored and/or transfer to countries which may not have laws in place to adequately protect your data and your privacy or offer the same level of protection as the privacy laws of your home countries. Your personal data may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms.

## **22. MISCELLANEOUS**

**22.1. Entire Agreement.** These Terms represent the entire agreement, and supersede all prior and contemporaneous understandings between you and EMMARES regarding the subject matter, especially regarding the Services, Ecosystem, Product and Website. In the event of any conflict between these Terms and any other agreement you may have with EMMARES, the terms of that other agreement will prevail only if these Terms are specifically identified and declared to be overridden by such other agreement.

**22.2. Assignment.** These Term shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from EMMARES, including by operation of law or in connection with any change of control. EMMARES may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your prior written consent or approval.

**22.3. Force Majeure Events.** EMMARES shall not be liable for (1) any inaccuracy, error, delays or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond EMMARES reasonable control (each, a "Force Majeure Event").

**22.4. Waiver.** EMMARES failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

**22.5. Severability.** If any provision of these Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of the Terms shall remain in full force and effect to the greatest extent permitted by law. Any invalid or unenforceable portion will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid provision of the Terms will be severed from these Term and the rest of the Terms will remain in full force and effect.

**22.6. Press Releases.** Any publicity, press release or other promotion that you wish to distribute that refers to EMMARES, shall be subject to EMMARES prior written approval.

**22.7. Advice of Counsel.** You acknowledge and warrant that by executing these Terms and accessing our Service, Ecosystem, Website and/or Platform, you had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of these Terms.

**22.8. Survival.** Sections: Eligibility, Risk Disclosure, Feedback, Intellectual Property, Links to other Websites, Disclaimer of Warranties, Limitation of Liability; Indemnity, Governing Law and Dispute Resolution and this Miscellaneous shall survive any termination or expiration of these Terms.

**22.9. Electronic Communications.** User agrees and acknowledges that all agreements, notices, disclosures and other communications that EMMARES provides User pursuant to this Terms or in connection with or related to User's purchase of EMMARES tokens, including this Terms, may be provided by EMMARES, in its sole discretion, to User, in electronic form

**22.10.** If you need to contact us in relation to these Terms, please email us to: [info@emmares.io](mailto:info@emmares.io).

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